

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 27th day of August 20 13

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Cynthia Lynne Holloway Raven for a permit for a day care facility on .31 acres at 4146 E. Reynosa Dr., Columbia with the following conditions:

- Applicant shall take steps to insure that clients do not utilize private property other than the applicant's when dropping off or picking up children.
- Applicant will handle all animal waste through an appropriate trash disposal.
- Applicant must comply with all building and fire code requirements of the Boone County Building Inspections division and the Boone County Fire Protection District.

Done this 27th day of August, 2013

ATTEST:

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

Absent  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 Acting Presiding Commissioner

Janet M. Thompson  
 Janet M. Thompson  
 District II Commissioner

The minutes for the Planning and Zoning Commission meeting of August 15, 2013, along with the Boone County Zoning Regulations and Subdivision Regulations are entered into the record of this meeting.

The subject property is located approximately 200 feet from the city limits of Columbia, at the southwest corner of the intersection of Pecos Court and Reynosa Drive. It is approximately .31 acres in size and is zoned R-S(Residential Single-Family), and is surrounded by R-S zoning. This is all original 1973 zoning. The master plan designates this area as being suitable for residential land uses. There is currently a house on the property. The house has the upstairs area in use as a residence with the downstairs being used as a Group Day Care Home.

The applicants are seeking a conditional use permit for the operation of day-care facility. The property has had a Group Day Care Home (limited to a maximum of 10 children) on site for 3 years and is seeking expansion to 20. In order to get that expansion, a conditional use permit is required. Staff notified 161 property owners about this request.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

If operated in conformance with existing county regulations, the use should comply with this criterion.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The use is an expansion of a current permitted use. County staff are not aware of any complaints based on the current use. Public testimony may be indicative as to whether this criterion is met.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

If operated in conformance with existing county regulations, the use should comply with this criterion. Public testimony may be indicative as to whether this criterion is met.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

The site has access to public water, electricity, and roads. Improvement of the structure will need to be done to meet the requirements of the building & fire codes.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

This property has already developed in compliance with the present zoning of the area (R-S). Public testimony may be indicative as to whether this criterion is met.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

This site has direct access to Reynosa Drive and Pecos Court. The applicant has provided a drawing showing the layout of the property. It indicates that drop-off/pick-up activity will be on Pecos Court. That said, the location of the property on a corner allows for two street frontages for such activity. An increase in traffic may occur, but it is insufficient to cross the threshold which the street is designed for.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The proposal conforms to other applicable regulations of the R-S zoning district.

Zoning Analysis: This request is a reasonable one. The operation of an existing day-care facility under the permitted uses on this property has triggered no complaints or issues with traffic. Expansion by this conditional use permit will bring building & fire code issues into play, but will also allow for doubling the maximum number of children and the ability to employ additional staff to serve this increased client load.

The property scored 78 points on the rating system.

Staff recommends approval of the conditional use permit with the following condition:

1. Applicant must comply with all building and fire code requirements of the Boone County Building Inspections division & the Boone County Fire Protection District.

The Planning & Zoning Commission conducted a public hearing on this request during their August 15, 2013 regular meeting. There were seven members of the commission present during this hearing.

Following the public hearing, a motion was made to recommend approval of the request with the following condition:

1. Applicant must comply with all building and fire code requirements of the Boone County Building Inspections division & the Boone County Fire Protection District.

That motion carried and so the application comes forward with a recommendation for approval.

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STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 27th day of August 20 13  
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the Acting Presiding Commissioner to sign it:

- Easley River Road. S3-T46N-R13W. A-2. James E. and Sylvia Crane, owners. Steven R. Proctor, surveyor.

Done this 27th day of August, 2013.

ATTEST:

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

Absent  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 Acting Presiding Commissioner

Janet M. Thompson  
 Janet M. Thompson  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 27th day of August 20 13

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

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 370-2013 and approve the closure of a section of Batye Lane and Haid Lane, both located in Section 26, Township 46 North, Range 13 West. The section of road being closed by this action is partially located within the streambed of Glascock Branch creek. The closing of this section will not deny access to any property owner to a public road.

The Commission further directs that appropriate traffic control barriers are to be placed to impede traffic from access to the closed section of roadway.

A map showing the closed section of road and the location of the traffic control barriers is attached to this Order and incorporated herein.

Done this 27th day of August, 2013.

ATTEST:

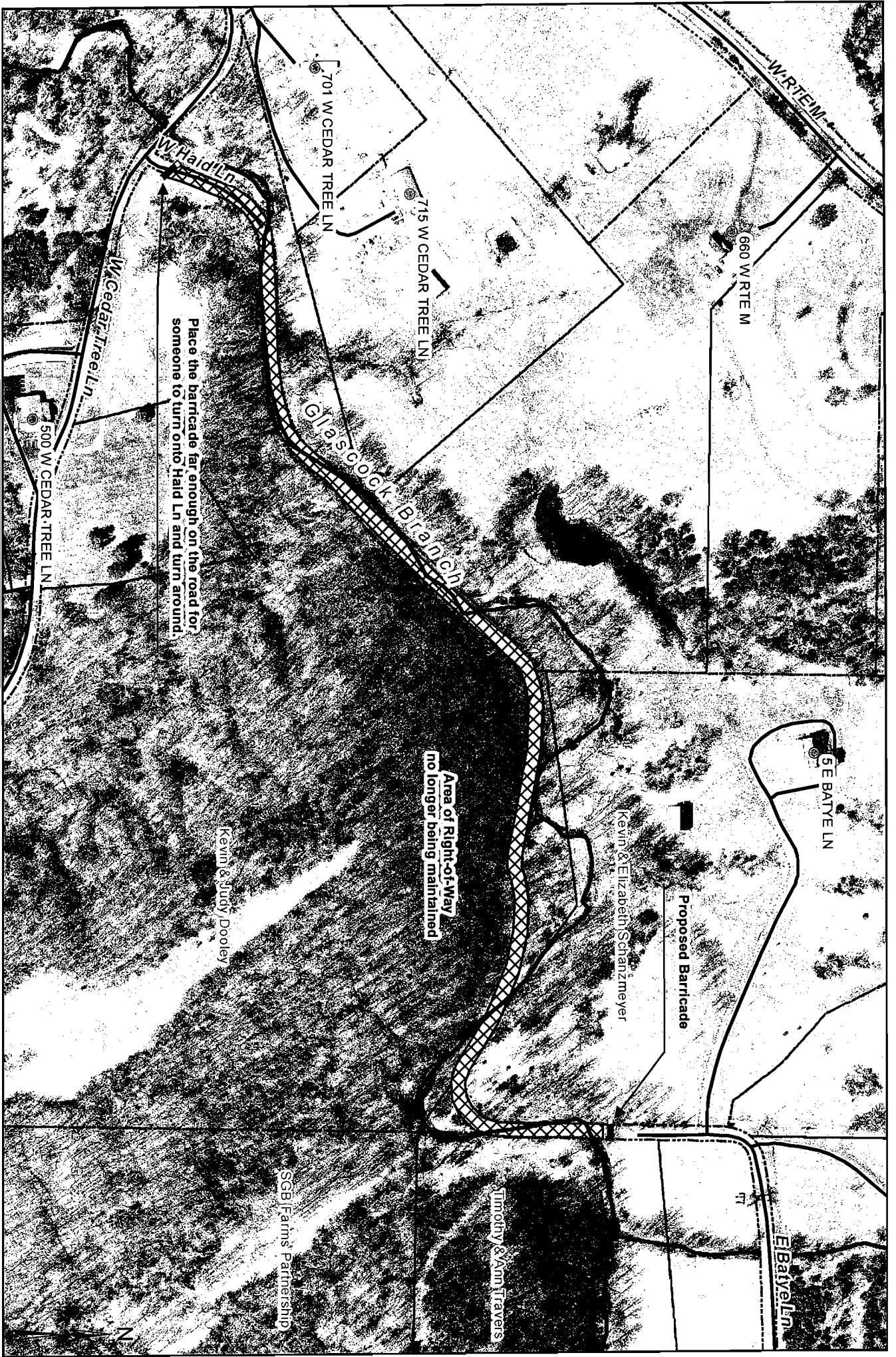
Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission

Absent

Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Janet M. Thompson  
 Janet M. Thompson  
 District II Commissioner



Place the barricade far enough on the road for someone to turn onto Haid Ln and turn around.

Area of Right-of-Way no longer being maintained

Proposed Barricade

Kevin & Elizabeth Schanzmeyer

Kevin & Judy Dooley

SGB Farms Partnership

Timothy & Ann Travers

# Batye Ln and Haid Ln Connection Closure

- Barricades
- Addresses
- Parcels
- ROW Not Maintained
- Streams
- Roads



## Boone County Resource Management

801 E. WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



Date Created: June 19, 2013

Data Sources:  
 Boone County Assessor

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 8th day of August 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the closure of a section of Batye Lane located in Section 26, Township 46 North, Range 13 West. The section of road being closed by this action is partially located within the streambed of Glascock Branch creek. The closing of this section will not deny access to any property owner to a public road.

The Commission further directs that appropriate traffic control barriers are to be placed to impede traffic from access to the closed section of roadway.

A map showing the closed section of road and the location of the traffic control barriers is attached to this Order and incorporated herein.

Done this 8th day of August, 2013.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Jane M. Thompson  
 Jane M. Thompson  
 District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

TO: Boone County Commission

FROM: Derin Campbell, Chief Engineer and Acting County Highway Administrator *DC*

DATE: August 5, 2013

RE: Road Closure – Portions of Bayte Lane

As Acting County Highway Administrator, and in consultation with Chet Dunn, Manager – Road Maintenance Operations, I am recommending that the portions of Bayte Lane shown in the attached exhibit as “ROW Not Maintained” be ordered closed by the County Commission under Section 1.8.1 of the Boone County Roadway Regulations. Appropriate traffic control devices will be placed to inform the public about the road closure by Public Works. This closure is necessary to promote public safety and convenience.

Under Section 1.8.1 of the County’s Road Regulations, the Commission is to conduct a public hearing on a potential road closure. After the public hearing, if the Commission finds that no person owning property or residing upon any portion of the road to be closed will be denied access from his or her property to a public highway by such closure, the Commission can order the road closed to preserve, protect, or promote public safety or convenience.

The Resource Management Department notified the property owners within 1,000 feet of the section of road that will be closed. There were 32 property owners notified of the proposed road closure by letter.

In addition, a display advertisement was placed in the July 21, 2013 edition of the Columbia Daily Tribune. The advertisement was also published in the July 24, 2013 edition of the Boone County Journal.

I have attached the Exhibit showing the area of Bayte Lane to be closed, as well as a copy of Section 1.8.1 of the County’s Road Regulations.

- 1.8 Temporary Highway Closure:** The County Highway Administrator and any law enforcement agency having jurisdiction may temporarily close any highway, for purposes of performing maintenance or repair on any highway, or for conditioning other governmental operations necessary to protect or promote the public health, safety, or welfare. When a highway is closed by order of the County Highway Administrator or law enforcement agency having jurisdiction appropriate signage, barricades or other devices shall be installed as is necessary to provide the traveling public with reasonable notice of the closure and the boundaries of closure.
- 1.8.1 Highway Closure by Order of County Commission** – When necessary to preserve, protect, or promote public safety or convenience, the County Commission may order the temporary or permanent closure of any county maintained highway if the Commission finds after public hearing that no person owning property or residing upon any highway to be closed will be denied access from his or her property to a public highway by such closure.
- 1.8.2 Closure of Access Points to Highways** – The County may order the closure by barricade or otherwise of access points to county maintained highways or parts thereof if the County Commission finds after public hearing that such closure will preserve, promote, or protect public safety or convenience and that no person owning or residing on real estate adjacent to highway or other road or near such access point will be denied reasonable access to a public highway or roadway.
- 1.8.3 Highway Closure for Special Use** – The County Highway Administrator or the County Commission may authorize the closure of any county maintained highway upon such terms and conditions it deems appropriate in order to permit a special use of such road. Any such closure shall be upon application and issuance of a permit setting forth the location, duration of closure, and any special conditions applicable thereto.
- 1.8.4 Highway Closure Not to Effect Title to Real Estate** – Any highway closure authorized pursuant to these regulations shall not be construed by itself to affect the validity of any public right of way or easement possessed by the County nor by itself create a reversion of fee simple title to adjacent property owners. No highway closure authorized by these regulations shall by itself constitute a vacation of any road and any such vacation shall be in compliance with law.
- 1.8.5 Operating Motor Vehicle on Closed Highway Prohibited** – No person shall drive or operate a motor vehicle along or upon any highway temporarily or permanently closed under authority of these regulations except emergency vehicles during emergencies or official government vehicles for governmental purposes or unless authorized by the applicable order of closure.
- 1.8.6 Use of Closed Access Prohibited** – No person shall drive or operate a motor vehicle through any access point ordered closed under authority of these regulations except emergency vehicles for emergency purposes, official government vehicles for governmental purposes, or unless authorized by the applicable order of closure and then only when closure barricades or other devices are properly moved to obtain access and replaced after access is obtained.
- 1.9 Enforcement and Penalties:** Law enforcement officials having jurisdiction shall enforce the provisions of these regulations and any person violating any provision of these regulations may be arrested or issued a uniform traffic summons as provided by law. Any person who violates any provisions of these regulations shall be guilty of an infraction pursuant to section 304.140 RSMo and/or 49.266 RSMo, as applicable, and punished as prescribed by law.
- 1.10 Interpretation and Severability:** The regulations are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulations enacted there under. The invalidity of any particular enacted herein shall not affect the validity of any other provision enacted herein shall not affect the validity of any other provision and all regulations hereunder

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STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 27th day of August 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 32-30JUL13 – Pre-printed Envelopes for the Boone County Collector to Affordable Printing Solutions of Holts Summit, MO. The terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 27th day of August, 2013.

ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
Acting Presiding Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: August 20, 2013  
RE: RFB Award Recommendation: 32-30JUL13 – Pre-printed Envelopes for the Boone County Collector

The Request for Bid for 32-30JUL13 – Pre-printed Envelopes closed on July 30, 2013. Ten bid responses were received. Bear Graphics and Printing of Centralia, MO was the low bidder this year as they were last year. In working with Bear Graphics during the 2012-2013 contract period, however, the Collector's Office experienced difficulty in obtaining test samples, long wait times to receive envelope proofs after the order was made and envelope shortages upon delivery. Due to these issues, the Collector's Office recommends award to the 2<sup>nd</sup> low bidder, Affordable Printing Solutions of Holts Summit, MO for offering the best bid for Boone County.

Cost of the contract is \$9,399.33 and will be paid from department 1150 – Collector, account 23001 – Envelope and Office Forms Printing. \$10,330.00 was budgeted for this bid.

cc: Bid File  
Pat Lensmeyer, Collector  
Brian McCollum, Accountant

ATT: Bid Award Recommendation



# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Rm. 109  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

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TO: Brian McCollum  
Accountant, County Collector

FROM: Amy Robbins  
Senior Buyer

DATE: July 30, 2013

RE: Bid Award Recommendation – 32-30JUL13 – Pre-Printed Envelopes

Attached is the bid tabulation for the ten responses received for the above referenced bid. Please return this cover sheet with your recommendation by e-mail or fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

**DEPARTMENT REPLY:**

**Please complete the following:**

**Department Number:** 1150

**Account Number:** 23001

**Budgeted:** \$ 10,330.00

Award Bid by low bid to Bear Graphics & Printing.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting all bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: Patricia S. [Signature] Date: 8-7-13

8-22-12: Established contact with Jeff Leverenz, Bear Graphics, in regards to signed contract received; and, to expect envelope order and designs by the following week.

8-30-12: Confirmed desired envelope artwork format with Jeff Leverenz.

8-31-12: Emailed print order and envelope artwork to Jeff Leverenz.

9-5-12: Jeff Leverenz delivered a box of #9 inserts for testing purposes.

9-6-12: Jeff Leverenz informed us he would bring by #11 and #10 for testing purposes. Specifically, envelope samples with "diagonal" cut like we have used in the past.

9-13-12: Received samples, but without "diagonal" cut; however, samples provided did work. We still requested "diagonal" cut samples for testing.

9-18-12: Per Jeff Leverenz, production envelopes will match the samples previously provided since "we know they work".

9-24-12: First of envelope proofs (9x12) arrive via email from Jeff Leverenz. Proof approved by PSL.

9-25-12: Proofs of #9, #10, and #11 arrive via email from Jeff Leverenz. Proofs not approved since the text did not match what was provided from our office on artwork.

9-27-12: All envelope proofs are approved.

10-9-12: Email from Jeff Leverenz stating envelopes are scheduled for delivery today.

10-10-12: Envelopes are delivered today; however, did not receive 9x12 krafts or #9 white inserts. Also, we were short 500 on the #10 yellow inserts and the #10 white inserts. Emailed notice of shortages to Jeff Leverenz.

10-11-12: Received email response from Jeff Leverenz that the 9x12's and #9's were produced separately and will arrive later. Was going to "research" the shortages and get back to us. We never heard back or received the shortages; however, we were only billed for what was actually delivered.

Due to the difficulty we had in obtaining test samples, the time it took to receive envelope proofs after the print order was made, and the envelope shortages we experienced from Bear Graphics in 2012 – the Boone County Collector's office recommends awarding the 2013 bid to the next lowest responder, **Affordable Printing Solutions**.

**PURCHASE AGREEMENT  
FOR  
Pre-Printed Envelopes Term and Supply**

**THIS AGREEMENT** dated the 27<sup>th</sup> day of August 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Affordable Printing Solutions**, 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 **Pre-Printed Envelopes**, County of Boone Request for Bid number **32-30JUL13**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response submitted **July 26, 2013** and executed by **Renee Dooling**, 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 Purchasing Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the **date of award** and extend through **August 31, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date 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 with pre-printed envelopes as per the bid specifications and as responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Delivery** - Contractor agrees to deliver envelopes as stated above to the Boone County Government Center 3<sup>rd</sup> Floor, 801 E. Walnut, Room 308. All deliveries are FOB destination inside delivery to the 3<sup>rd</sup> floor with freight charges fully included and prepaid. The seller pays and bears the freight charges. The Contractor must notify the Collector's Office a minimum of 5 business days in advance of the envelope delivery.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Collector's Office located at 801 E. Walnut, Columbia, MO 65201, Office # 118. Billings may only include the prices listed in the Contractor's bid response. No additional fees 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 correct monthly statements 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 remains 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 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.

**AFFORDABLE PRINTING SOLUTIONS**

by Renee' Pooling  
 title Owner  
 address 11860 County Rd 4031  
Holt Summit MO  
65043

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Karen M. Miller  
~~Don Atwill, Presiding Commissioner~~  
 KAREN M. MILLER

APPROVED AS TO FORM:

C.J. Dykhouse  
 C.J. Dykhouse, County Counselor

ATTEST:

Wendy S. Noren  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Jane E. Pitchford  
 Signature by af

1150 / 23001 Term and Supply  
8/16/13 Date No Encumbrance Required Appropriation Account

Department

4. Response Form

4.1. Company Name: Affordable Printing Solutions  
 4.2. Address: 11860 County Road 4031  
 4.3. City/Zip: Holts Summit, MO 65043  
 4.4. Phone Number: 573-896-5299  
 4.5. Fax Number: 1-888-896-4711  
 4.6. E-Mail Address: renee.dooling@embarqmail.com  
 4.7. Federal Tax ID: n/a

- 4.7.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

4.8. PRICING				
	Description	Unit Price (Per 1000)	Quantity	Extended Price
				<i>Shipping &amp; insert delivery to 3rd floor \$685 included in total bid</i>
4.8.1.	#11 White Window Envelopes 24lb, Larger Window, Single Sided.	\$ 24.47	135,000	\$ 3,303.45
4.8.2.	#10 Blue Window Envelopes 24lb, Single Sided.	\$ 20.34	95,000	\$ 1,932.30
4.8.3.	#10 White Woven Envelopes 24 lb, Single Sided.	\$ 19.97	2,500	\$ 49.93
4.8.4.	#10 Yellow Insert Envelopes 24 lb. Double Sided.	\$ 20.34	105,000	\$ 2,135.70
4.8.5.	#10 White Insert envelopes 24 lb, Double Sided.	\$ 19.97	20,000	\$ 399.40
4.8.6.	#9 White Insert envelopes 24lb, Double Sided.	\$ 35.00	5,000	\$ 175.00
4.8.7.	9" x 12" Brown Kraft Window Envelopes, Single Sided.	\$ 446.00	1,000	\$ 446.00
4.8.8.	#10 White Window Envelopes 24lb, Single Sided.	\$ 19.97	7,500	\$ 149.78
4.8.9.	6 1/2 x 9 1/2 Regular White Envelopes, Single Sided.	\$ 35.08	3,500	\$ 122.78
4.9.	<b>TOTAL</b>			<b>\$9,399.34</b>
4.10.	<b>Describe Any Deviations</b>			

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

4.11. 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 Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand):

Renee Dooling Date: 7-26-13

Print Name and Title of Authorized Representative

Renee Dooling Owner



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 32-30JUL13 – Pre-Printed Envelopes**

**ADDENDUM #1 - Issued July 19, 2013**

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

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

- I. Samples of the envelopes the County is currently using may be obtaining by contacting Boone County Purchasing, Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, MO 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; e-mail: [arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)

- II. The County received the following questions and is providing a response.

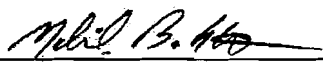
**Question #1: Are all envelopes to be delivered at the same time?**

**Response:** Please refer to paragraph 2.8.2. The primary order will be delivered between October 1 and October 4, 2013. Any deviation from this delivery time frame must be worked out between the Collector's office and the successful bidder.

**Question #2: From the first floor to the third floor, can they be moved thru the elevator, but not as pallets, correct?**

**Response:** Please refer to paragraph 2.8. The elevator can be used to deliver to the 3rd floor; however, a pallet will not fit in the elevator.


By:

  
**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Proposal 32-30JUL13 – Pre-Printed Envelopes receipt of which is hereby acknowledged:

Company Name: Affordable Printing Solutions \_\_\_\_\_  
11860 County Road 4031 \_\_\_\_\_  
Address: Holts Summit, MO 65043 \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ph: 573-896-5299 Fax: 1-888-896-4711 \_\_\_\_\_  
E-mail: \_\_\_\_\_ renee.dooling@embarqmail.com \_\_\_\_\_

Authorized Representative Signature:  Date: 7-26-13

Authorized Representative Printed Name: Renee Dooling



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 32-30JUL13 – Pre-Printed Envelopes**

**ADDENDUM #2 - Issued July 19, 2013**

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

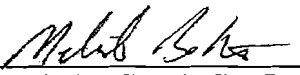
Scope of Work for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. The County received the following question and is providing a response.

**Question #1: Are overruns allowed?**

**Response:** The collector's office expects to receive the full quantity of all styles of envelopes ordered. Any quantity under the ordered amount must be supplied before payment in full is remitted. Unexpected overruns, not to exceed 10%, will be accepted at the pricing stated in the bid.

By:

  
**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #2 to Request for Proposal 32-30JUL13 – Pre-Printed Envelopes receipt of which is hereby acknowledged:

Company Name: Affordable Printing Solutions \_\_\_\_\_  
11860 County Road 4031  
Address: Holts Summit, MO 65043 \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ph: 573-896-5299 Fax: 1-888-896-4711 \_\_\_\_\_  
E-mail: \_\_\_\_\_ renee.dooling@embarqmail.com \_\_\_\_\_

Authorized Representative Signature: Renee Dooling Date: 7-26-13

Authorized Representative Printed Name: Renee Dooling





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 32-30JUL13 – Pre-Printed Envelopes**

**ADDENDUM #3 - Issued July 22, 2013**

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

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

1. **The County is clarifying the following bid specifications:**
  - A. **Item H is a standard size window and placement with the following dimensions – 1 1/8 x 4 1/2 7/8L 1/2Bottom.**
  - B. **Item I is 24lb. white woven.**

By: *Amy Robbins*  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #3 to Request for Proposal 32-30JUL13 – Pre-Printed Envelopes receipt of which is hereby acknowledged:

Company Name: Affordable Printing Solutions  
11860 County Road 4031  
Address: Holts Summit, MO 65043

Phone Number: \_\_\_\_\_ Ph: 573-896-5299 Fax: 1-888-896-4711 \_\_\_\_\_  
E-mail: \_\_\_\_\_ renee.dooling@embarqmail.com \_\_\_\_\_

Authorized Representative Signature: *Renee Dooling* Date: 7-26-13

Authorized Representative Printed Name: Renee Dooling

**(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.

Renee' Dooling, Owner

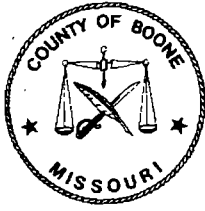
Name and Title of Authorized Representative

Renee' Dooling

Signature

8-13-13

Date



**Request For Bid (RFB)**

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

**Amy Robbins, Senior Buyer**  
573/886-4392 - FAX 573/886-4390  
Email: arobbins@boonecountymo.org

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***Bid Data***

Bid Number: **32-30JUL13**  
Commodity Title: **Pre-Printed Envelopes**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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***Bid Submission Address and Deadline***

Day / Date: **Tuesday, July 30, 2013**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
  
Directions: The Boone County Annex Building is located on the corner of Ash and 7<sup>th</sup> streets.

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***Bid Opening***

Day / Date: **Tuesday, July 30, 2013**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing Department  
Boone County Annex  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

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***Bid Contents***

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Envelope Printing Needs 2013  
Debarment Form  
Standard Terms and Conditions  
"No Bid" Form**

**1. Introduction and General Terms and 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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 fax or 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. Bidder's 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 Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment 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 Cooperative 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. **Contract Duration** - The contract shall be effective from the date of award through **August 31, 2014**.

- 1.5.2. **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 STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of Pre-Printed Envelopes for the Boone County Collector’s Office.
- 2.2. **QUANTITY**
  - 2.2.1. The contractor must provide envelopes in the quantities outlined in the attached **Envelope Printing Needs 2013** (page 10). **Note: All envelopes provided must be Signet brand or equivalent.**
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 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.
- 2.4. **ENVELOPE SIZE PARAMATERS**
  - 2.4.1. **Throat Depth** – Min 6.3 mm, Max 37.8mm, Throat Depth at 19mm in from edge of envelope.
  - 2.4.2. **Minimum Depth Clearance** – 3mm unfolded documents, 6mm folded documents.
  - 2.4.3. **Maximum Insert Thickness** – 6mm.
  - 2.4.4. **Maximum Envelope Size** – 266mm x 165mm Feed Tower, 266mm x 165mm HCEF.
  - 2.4.5. **Minimum Envelope Size** – 162mm x 85.3mm Feed Tower, 225mm x 85.3mm HCEF.
  - 2.4.6. **Flap Depth** – 30mm to 63mm at center.
  - 2.4.7. **Minimum End Clearance** – 12mm Overall.
  - 2.4.8. **Substance** – 70 to 110 g/m2.
- 2.5. **PRINTING TECHNICAL REQUIREMENTS**
  - 2.5.1. **#11 White Window Envelopes**, (Pitney Bowes DI950 FastPac Document Inserting System Compatible) Window is 5.50” (5 ½”) wide within .25” tolerance by 1.5” (1 ½”) high within .15” tolerance) and located 7/8” from left edge and 9/16” from bottom edge within 1/16” tolerance both directions; will be printed single sided, with return address, Boone County Seal, and an information area on front.
  - 2.5.2. **#10 Blue Window Envelopes**, (Pitney Bowes DI950 FastPac Document Inserting System Compatible); will be printed single sided, with return address, Boone County Seal, and an one sided line message on the front.
  - 2.5.3. **#10 White woven envelopes**, (Pitney Bowes DI950 FastPac Document Inserting System Compatible); will be printed single sided, with return address, Boone County Seal.
  - 2.5.4. **#10 Yellow insert envelopes**, (Pitney Bowes DI950 FastPac Document Inserting System Compatible); will be printed double sided, with return address area, mailing address, stamp area, bar code on the front, and mailing instructions on the back.
  - 2.5.5. **#10 White insert envelopes**, (Pitney Bowes DI950 FastPac Document Inserting System Compatible); will be printed double sided, with return address area, mailing address, stamp area, bar code on the front, and mailing instructions on the back.
  - 2.5.6. **#9 White insert envelopes**, (Pitney Bowes DI950 FastPac Document Inserting System Compatible); will be printed double sided, with return address area, mailing address, stamp area, bar code on the front, and mailing instructions on the back.
  - 2.5.7. **9” X 12” Window brown Kraft envelopes**; will be printed single sided, with return address, Boone County Seal, flap on right 12” side, window size 4” X 2 ¼” in upper left corner, window placement ½” from left edge and 2 ¼” from top.
  - 2.5.8. **#10 White Window Envelopes**, (Pitney Bowes DI950 FastPac Document Inserting System Compatible); will be printed single sided, with return address, Boone County Seal.
  - 2.5.9. **6 ½ x 9 ½ Regular white envelopes**; will be printed single sided, with return address, Boone County Seal, and will have a flap along top widest side.

- 2.6. **ADDITIONAL INSTRUCTIONS**
- 2.6.1. Original Boone County seal artwork is available through the Purchasing Department.
- 2.6.2. The contractor **must** attach a sample envelope to the outside of each case prior to delivery in order to identify the contents of each case.
- 2.6.3. Samples will be provided upon request. Please contact the Purchasing Department at 573-886-4392 in order to request sample envelopes. Please note the samples do not have the print quality and print information required by the County. The sample is merely provided to note the position and information to be included on each envelope.
- 2.6.4. The quality of all printing on the envelopes for this contract must be the equivalent of or better than the quality produced by the method known as Offset printing. The County reserves the right to request samples in order to verify the quality of print. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten days following receipt of the samples. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.6.5. **EVALUATION** – The bidder should submit one sample of each type of the envelopes listed in the attachment Envelope Printing Needs 2013 (page 10). The cost for providing these samples is the responsibility of the bidder. Suitability of the products offered as it relates to the mail equipment and U.S. Postal Service color guidelines will be a large part of the bid award evaluation.
- 2.6.6. The bidder that is awarded the contract must provide identical envelopes to those supplied as samples. In the event substitutes are provided, the County reserves the right to refuse the envelopes and request identical envelopes to be provided within the original timeframe as agreed upon by the Contractor and the Collector's Office.
- 2.6.7. All printing on the envelopes must adhere to the US Postal Service guidelines.
- 2.6.8. All ink shall be black oil base ink.
- 2.6.9. All prices for quantities and services described on the Response Form must also include ANY AND ALL fees associated with set-up, clean-up, labor, pick-up of job request, delivery of completed job, finishing services, etc. unless otherwise specified.
- 2.6.10. The individual boxes of envelopes and the cartons/cases holding the individual boxes will be stored and stacked on top of one another in order to conserve space. Therefore, all individual boxes and cartons/ cases of envelopes must be constructed of a heavier material able to withstand the weight of other boxes.
- 2.6.11. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and clearly identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.7. **DESIGNEE** – Boone County Collector's Office
- 2.7.1. **Contact** - Amy Robbins, Senior Buyer, 613 E. Ash Street, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)
- 2.8. **DELIVERY** – Boone County Government Center 3<sup>rd</sup> Floor, 801 E. Walnut, Room 308, Columbia, MO 65201. **NOTE:** The contractor **MUST** ensure that all envelopes are delivered to the 3<sup>rd</sup> floor Government Center. Boone County employees **WILL NOT** be available to assist with unloading the truck. Please note that Boone County does not have an elevated loading dock; and, no pallets beyond the first floor.
- 2.8.1. **Delivery Terms** – FOB-Destination. Inside delivery to the 3<sup>rd</sup> floor. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. The contractor must notify the Collector's Office a minimum of 5 business days in advance of the envelope delivery.
- 2.8.2. **Delivery Dates** – The collector's office anticipates ordering all types and quantities of the 2013 envelope needs outlined on page 10 of this RFB. The primary order shall be delivered

on or between October 1 (first) and October 4 (fourth), 2013. Any deviation from this delivery time frame will be worked out between the collector's office and the successful bidder.

- 2.9. **PROOF PROCESSING** – The contractor must obtain the appropriate approvals of proofs from the Collector's Office. Fax transmitted proofs will not be accepted. It is the contractor's sole responsibility to obtain the required information in a timely fashion for meeting the agreed upon delivery deadline.



**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response 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.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 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 our 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 contract execution or 60 days, whichever comes first.

Department

**4. Response Form**

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

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

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

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

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

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

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

<b>4.8. PRICING</b>				
	<b>Description</b>	<b>Unit Price (Per 1000)</b>	<b>Quantity</b>	<b>Extended Price</b>
4.8.1.	#11 White Window Envelopes 24lb, Larger Window, Single Sided.	\$ _____	135,000	\$ _____
4.8.2.	#10 Blue Window Envelopes 24lb, Single Sided.	\$ _____	95,000	\$ _____
4.8.3.	#10 White Woven Envelopes 24 lb, Single Sided.	\$ _____	2,500	\$ _____
4.8.4.	#10 Yellow Insert Envelopes 24 lb. Double Sided.	\$ _____	105,000	\$ _____
4.8.5.	#10 White Insert envelopes 24 lb, Double Sided.	\$ _____	20,000	\$ _____
4.8.6.	#9 White Insert envelopes 24lb, Double Sided.	\$ _____	5,000	\$ _____
4.8.7.	9" x 12" Brown Kraft Window Envelopes, Single Sided.	\$ _____	1,000	\$ _____
4.8.8.	#10 White Window Envelopes 24lb, Single Sided.	\$ _____	7,500	\$ _____
4.8.9.	6 1/2 x 9 1/2 Regular White Envelopes, Single Sided.	\$ _____	3,500	\$ _____
4.9.	<b>TOTAL</b>			<b>\$ _____</b>
4.10.	<b>Describe Any Deviations</b>			

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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4.11. **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 Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

4.11.1. Authorized Representative (Sign By Hand):

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

Print Name and Title of Authorized Representative

\_\_\_\_\_

**BOONE COUNTY COLLECTOR'S  
Envelope Printing Needs 2013**

	<b>QTY</b>	<b>DESCRIPTION</b>	<b>SINGLE/ DOUBLE SIDED</b>	<b>WHITE/ COLORED PAPER</b>	<b>OTHER INSTRUCTIONS</b>
A.	135,000	#11 window envelopes-24 lb. larger window (information area on front)	single	white	return address county seal information area on front
B.	95,000	#10 window envelopes-24 lb. (one line message on front)	single	blue	return address county seal one line message on front
C.	2,500	#10 woven envelopes-24 lb.	single	white	return address county seal
D.	105,000	#10 insert envelopes-24 lb. (mailing instructions on back)	double	yellow	return address area mailing address stamp area w/usps info bar code mailing instructions on back
E.	20,000	#10 insert envelopes-24 lb. (mailing instructions on back)	double	white	return address area mailing address stamp area w/usps info bar code mailing instructions on back
F.	5,000	#9 insert envelopes-24 lb. (mailing instructions on back)	double	white	return address area mailing address stamp area w/usps info bar code mailing instructions on back
G.	1,000	9" x 12" window envelope	single	Brown Kraft	return address county seal flap on right 12" side Window - 4" x 2 1/4" in upper left corner - 1/2" from left edge and
H.	7,500	#10 window envelopes-24 lb.	single	white	return address county seal
I.	3,500	6 1/2" x 9 1/2" regular envelope	single	white	return address county seal flap on top side

**(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

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid

should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. **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.



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

### **"No Bid" Response Form**

Amy Robbins, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390

---

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

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

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

**Bid# 32-30JUL13 – Pre-Printed Envelopes**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Bidding:

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



## Search Results

**Current Search Terms: affordable\* printing\* solutions\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

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



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

27th

day of August

20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 31-12JUL13 – 2013 Roadway Surface Seal Treatment Project to the following:

- Wagon Trail Road – Donelson Construction, LLC in the amount of \$23,112.60
- Rollingwood Blvd. – Corrective Asphalt Materials, LLC in the amount of \$18,925.90
- Crump Lane – Missouri Petroleum Products Company in the amount of \$12,327.84

The terms of the agreement are stipulated in the attached Contract Agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 27th day of August, 2013.

ATTEST:

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

Absent

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
Acting Presiding Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: August 20, 2013  
RE: 31-12JUL13 – 2013 Roadway Surface Seal Treatment Project

The Request for Proposal for *31-12JUL13 – 2013 Roadway Surface Seal Treatment Project* closed on July 13, 2013. Four proposal responses were received.

The evaluation committee consisted of the following:

Daniel Haid, Resource Management  
Derin Campbell, Resource Management  
Jeff McCann, Resource Management

The evaluation committee recommends award as follows per their attached Evaluation Report:

- Wagon Trail Road – Donelson Construction, LLC in the amount of \$23,112.60
- Rollingwood Blvd. – Corrective Asphalt Materials, LLC in the amount of \$18,925.90
- Crump Lane – Missouri Petroleum Products Company in the amount of \$12,327.84

Total contract amount is \$54,364.00 and will be paid from Department 2041 – Infrastructure Preservation/Rehabilitation, Account 71202 – Contractor Costs.

ATT: Evaluation Report

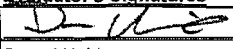
cc: Proposal File / Evaluation Committee


**EVALUATION REPORT FORM**  
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL NUMBER 31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project  
Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	28	20	48	50	98.3
Donelson Construction	20	20	40	18	57.5
Missouri Petroleum Products Company	26	20	46	38	84.4
Innovative Roadway Solutions	15	16	31	27	57.7

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Evaluator's Signatures	Date
	7-25-13
Daniel Haid	

Evaluator's Signatures	Date
	7/25/13
Derin Campbell	

Evaluator's Signatures	Date
	7/25/13
Jeff McCann	

7/29/13

**REQUEST DATE**

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

11858

**VENDOR NO.**

Donelson Construction, LLC

**VENDOR NAME**

31-12JUL13

**BID NUMBER**

Ship to Department # 2041

Bill to Department # 2041

11-9

Department	Account	Item Description	Qty	Unit Price	Amount
2041	71202	MAQS ChipLock Surface Seal			\$23,112.60
		Treatment to Wagon Trail Rd			
2041	71202	5% Contingency			\$1,155.63

GRAND TOTAL: 24,268.23

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

[Signature]  
**Approving Official**

[Signature]  
**Prepared By**

by 8/19/13  
**Auditor Approval**

7/29/13

**REQUEST  
DATE**

# **PURCHASE REQUISITION BOONE COUNTY, MISSOURI**

\*NEW\*

Corrective Asphalt Materials, LLC

31-12JUL13

**VENDOR NO.**

**VENDOR NAME**

**BID NUMBER**

Ship to Department # 2041

Bill to Department # 2041

Department	Account	Item Description	Qty	Unit Price	Amount
2041	71202	CRF Restorative Seal			\$18,925.90
		Treatment to Rollingwood Blvd			
2041	71202	5% Contingency			\$946.30
GRAND TOTAL:					19,872.20

W-9

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

[Signature]  
**Approving Official**

[Signature]  
**Prepared By**

8/19/13  
**Auditor Approval**

7/29/13

**REQUEST  
DATE**

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

665

**VENDOR NO.**

Missouri Petroleum Products Company

**VENDOR NAME**

31-12JUL13

**BID NUMBER**

Ship to Department # 2041

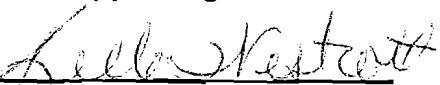
Bill to Department # 2041

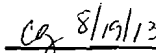
Department	Account	Item Description	Qty	Unit Price	Amount
2041	71202	Tire Rubber Modified Surface			\$12,327.84
		Sealer Treatment to Crump Ln			
2041	71202	5% Contingency			\$616.39

GRAND TOTAL: 12,944.23

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
Approving Official

  
Prepared By

 8/19/13  
Auditor Approval

393-2013

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Donelson Construction Co., LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's proposal response and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**PROPOSAL NUMBER 31-12JUL13  
2013 Roadway Surface Seal Treatment Project – Wagon Trail Road**

and agrees to perform all the work required by the contract as described in the Request for Proposal and any applicable addendum and plans. The contract award is to **be in the amount of \$23,112.60.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Instructions and General Conditions
- Introduction and General Information
- Scope of Services
- Contract Terms and Conditions for Awarded Contractor
- Proposal Submission Information
- Response / Pricing Page
- Bidder's Acknowledgment
- Work Authorization Certification
- Individual Affidavit
- Certification of Individual Bidder
- Signature and Identity of Offeror
- Certification Regarding Debarment
- Standard Terms and Conditions
- Prior Experience
- Statement of Offeror's Qualifications
- Anti-Collusion Statement
- Affidavit - Prevailing Wage
- Affidavit - OSHA Requirements
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Annual Wage Order #20
- "No Bid" Response Form



**Contract Period:** The initial term of the resulting contract agreement for the proposed surface sealing treatment to Boone County roadways from this Request for Proposal will begin at the time of contract award and end upon project completion.

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained first in this Contract Agreement and second in the proposal specifications including project specifications and any applicable addenda shall prevail and control over the Contractor's proposal response.

Said specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the County Representative under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Court Administration.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; and shall comply with all reasonable scheduling instructions of the County Representative as the project is being completed in a working, open courthouse in which trials and other court business will be conducted throughout the term of this Contract Agreement.

393-2013

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: Twenty Three Thousand, One Hundred Twelve Dollars and Sixty Cents (\$23,112.60) as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

393-2013

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 8-27-13 at Columbia, Missouri.  
(Date)

CONTRACTOR:

DONELSON CONSTRUCTION CO., LLC

By: Michael J. Donelson  
Authorized Representative Signature

By: Michael J. Donelson  
Authorized Representative Printed Name  
Title: Member

OWNER:

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill, ACTING  
~~Daniel K. Atwill~~, Presiding Commissioner

KAREN M. MILLER

Approved as to Legal Form:

CJ Dykhouse  
CJ Dykhouse  
Boone County Counselor

ATTEST:

Wendy S. Noren  
Wendy Noren, County Clerk

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

James E. Pitchford  
Signature *by ag*

8/19/13  
Date

2041/71202 -\$23,112.60

Appropriation Account

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Donelson Construction Company, LLC.

1075 Wise Hill Road, Clever, MO. 65631

as Principal, hereinafter called Contractor, and United Fire & Casualty Company

P.O. Box 73909, Cedar Rapids, IA. 52407 (319) 399-5700

a Corporation, organized under the laws of the State of Iowa  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the  
amount of Twenty-Three Thousand One Hundred Twelve & 60/100<sup>\*\*\*</sup> Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract  
with Owner for:

***BID NUMBER 31-12JUL13***  
***Roadway Surface Seal Treatment Project***  
**BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall  
promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages  
and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing  
wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void;  
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner  
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and  
conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a  
Contract between such bidder and Owner, and make available as work progresses (even though there  
should be a default of a succession of defaults under the Contract or Contracts of completion arranged  
under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price,  
but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the  
amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this  
paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any  
amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which  
final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ Springfield, Missouri \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Donelson Construction Company, LLC.  
(Contractor)

(SEAL)  
BY: Michael J. Donlon

United Fire & Casualty Company  
(Surety Company)

(SEAL)  
BY: Carol A. [Signature]  
(Attorney-In-Fact)

BY: N/A  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Barker, Phillips, Jackson, Inc.  
Phone Number: (417) 887-3550  
Address: 1637 S. Enterprise Avenue  
Springfield, MO. 65804

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Donelson Construction Company, LLC.  
1075 Wise Hill Road, Clever, MO. 65631,

as Principal, hereinafter called Contractor, and United Fire & Casualty Company  
P.O. Box 73909, Cedar Rapids, IA. 52407 (319) 399-5700

a corporation organized under the laws of the State of Iowa, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and  
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and  
benefit of claimants as herein below defined, in the amount of

Twenty-Three Thousand One Hundred Twelve & 60/100\* DOLLARS

(\$ 23,112.60 \*\*\*), for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

***BID NUMBER 31-12JUL13***  
***Roadway Surface Seal Treatment Project***  
**BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall  
promptly make payments to all claimants as hereinafter defined, for all labor and material used or  
reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of  
the Contractor for labor, material, or both, used or reasonably required for use in the performance of  
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,  
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
(90) days after the date on which the last of such claimant's work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant,  
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have  
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any  
such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.


D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Springfield, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR Donelson Construction Company, LLC (SEAL)

BY: 

SURETY COMPANY United Fire & Casualty Company

BY:   
(Attorney-In-Fact)

BY: N/A  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE ALL INDIVIDUALLY of SPRINGFIELD MO

its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 12th day of May, 2014 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 12th day of May, 2012



UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 12th day of May, 2012, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Judith A. Davis*  
Notary Public  
My commission expires: 04-23-2015

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this \_\_\_\_\_ day of \_\_\_\_\_



*David A. Gage*  
Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/7/2013

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

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


<b>PRODUCER</b> Barker Phillips Jackson 1637 S Enterprise Ave PO Box 4207 Springfield MO 65804-4207	<b>CONTACT NAME:</b> Cecilia Early <b>PHONE (A/C No. Ext):</b> (417) 887-3550 <b>E-MAIL ADDRESS:</b> cearly@bpj.com	<b>FAX (A/C No.):</b> (417) 887-3252
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Clever Stone Company Inc Donelson Construction Company LLC 1075 Wise Hill Rd Clever MO 65631	<b>INSURER A:</b> United Fire & Casualty Company <b>NAIC #</b> 13021	
	<b>INSURER B:</b> Midwest Builders Casualty <b>NAIC #</b> 13126	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL12122907389      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			60342186	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60342186	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			60342186	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13BWC0885	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Ref: #31-12JUL13-2013 Roadway Surface Seal Treatment Project. The Certificate Holder is an additional insured for General Liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  Boone County Commission 613 E. Ash Room 109 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Cecilia Early/CLE 
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**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the  
amount of \_\_\_\_\_ Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract  
with Owner for:

***BID NUMBER 31-12JUL13***  
***Roadway Surface Seal Treatment Project***  
**BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall  
promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages  
and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing  
wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void;  
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner  
having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and  
conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a  
Contract between such bidder and Owner, and make available as work progresses (even though there  
should be a default of a succession of defaults under the Contract or Contracts of completion arranged  
under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price,  
but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the  
amount set forth in the first paragraph hereof. The term “balance of the Contract price”, as used in this  
paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any  
amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which  
final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-In-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

\_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,  
\_\_\_\_\_,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_,

\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

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

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

***BID NUMBER 31-12JUL13***  
***Roadway Surface Seal Treatment Project***  
**BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

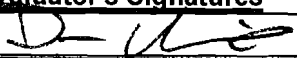
(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

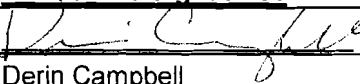
**EVALUATION REPORT FORM**  
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

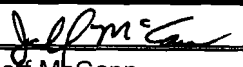
**REQUEST FOR PROPOSAL NUMBER 31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	28	20	48	50	<b>98.3</b>
Donelson Construction	20	20	40	18	<b>57.5</b>
Missouri Petroleum Products Company	26	20	46	38	<b>84.4</b>
Innovative Roadway Solutions	15	16	31	27	<b>57.7</b>

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

<u>Evaluator's Signatures</u>	<u>Date</u>
	7-25-13
Daniel Haid	

<u>Evaluator's Signatures</u>	<u>Date</u>
	7/25/13
Derin Campbell	

<u>Evaluator's Signatures</u>	<u>Date</u>
	7/25/13
Jeff McCann	

CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSAL NUMBER:

31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project

BUYER: Amy Robbins

**Conflict of Interest:**

I hereby attest, to the best of my knowledge that I currently have no personal interest or any conflict of interest, directly or indirectly, in the review, evaluation, or approval of the above referenced Request for Proposal; and that I shall not acquire any personal interest, or any conflict of interest, directly or indirectly, relating to this Request for Proposal. If I should detect or develop any conflict of interest, I shall immediately notify the County Purchasing Department and withdraw myself from the evaluation committee.

**Confidentiality:**

It is my understanding that disclosure of an Offeror's proposal response to a competitor may result in the competitor's disqualification from consideration for contract award and suspension/ debarment from procurement processes.

It is my understanding that information related to the procurement process for the above referenced Request for Proposal has been provided to me on a need-to-know basis and that in accordance with 610.021 RSMo such records are closed to public review until such time as a contract is executed or all proposals are rejected.

I agree to keep all information related to this Request for Proposal in strict confidence and not to divulge such information in any manner or form to anyone, or to allow others access to such information (other than my Administrative Authority). In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the County Purchasing Department immediately.

I attest to the best of my knowledge that my participation in this evaluation process does not violate any state laws that relate to conflict of interest including applicable Sections 105.452 and 105.454 RSMo.



\_\_\_\_\_  
Evaluator's Signature

Dan Hard

\_\_\_\_\_  
Print Evaluator's Name

7-19-13

\_\_\_\_\_  
Date

CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSAL NUMBER:

31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project

BUYER: Amy Robbins

**Conflict of Interest:**

I hereby attest, to the best of my knowledge that I currently have no personal interest or any conflict of interest, directly or indirectly, in the review, evaluation, or approval of the above referenced Request for Proposal; and that I shall not acquire any personal interest, or any conflict of interest, directly or indirectly, relating to this Request for Proposal. If I should detect or develop any conflict of interest, I shall immediately notify the County Purchasing Department and withdraw myself from the evaluation committee.


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\_\_\_\_\_  
Evaluator's Signature

7/22/13  
\_\_\_\_\_  
Date

DERIN CAMPBELL  
\_\_\_\_\_  
Print Evaluator's Name



# CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

## REQUEST FOR PROPOSAL NUMBER:

**31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project**

**BUYER:** Amy Robbins

### **Conflict of Interest:**

I hereby attest, to the best of my knowledge that I currently have no personal interest or any conflict of interest, directly or indirectly, in the review, evaluation, or approval of the above referenced Request for Proposal; and that I shall not acquire any personal interest, or any conflict of interest, directly or indirectly, relating to this Request for Proposal. If I should detect or develop any conflict of interest, I shall immediately notify the County Purchasing Department and withdraw myself from the evaluation committee.

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I agree to keep all information related to this Request for Proposal in strict confidence and not to divulge such information in any manner or form to anyone, or to allow others access to such information (other than my Administrative Authority). In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the County Purchasing Department immediately.

I attest to the best of my knowledge that my participation in this evaluation process does not violate any state laws that relate to conflict of interest including applicable Sections 105.452 and 105.454 RSMo.

  
\_\_\_\_\_  
Evaluator's Signature

7/25/13  
Date

Jeff McCann  
\_\_\_\_\_  
Print Evaluator's Name

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
 Amy Robbins, Senior Buyer

<b>NAME OF OFFEROR</b>	<b>Method of Performance (30 points)</b>	<b>Experience/ Expertise of Contractor (20 points)</b>	<b>TOTAL SUBJECTIVE POINTS (50 pts.)</b>	<b>COST POINTS (50 pts.)</b>	<b>TOTAL POINTS (Max 100 pts.)</b>
Corrective Asphalt Materials, LLC	30	20	50	32	82
Donelson Construction	25	20	45	20	65
Missouri Petroleum Products Company	28	20	48	50	98
Innovative Roadway Solutions	25	20	45	35	80

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

**Evaluator's Signatures**                      **Date**

Daniel Haid	

**Evaluator's Signatures**                      **Date**

Derin Campbell	

**Evaluator's Signatures**                      **Date**

Jeff McCann	

**Evaluator's Signatures**                      **Date**

John Sullivan	

**Evaluator's Signatures**                      **Date**

Chet Dunn	

**EVALUATION REPORT FORM**  
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	30	20	50	32	
Donelson Construction	10	20	<del>50</del> 30	20	
Missouri Petroleum Products Company	30	20	50	50	
Innovative Roadway Solutions	10	<del>10</del>	<del>40</del> 30	35	

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**Evaluator's Signatures**                      **Date**

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Daniel Haid	

**Evaluator's Signatures**                      **Date**

_____	_____
Derin Campbell	

**Evaluator's Signatures**                      **Date**

_____	_____
Jeff McCann	

**Evaluator's Signatures**                      **Date**

_____	_____
John Sullivan	

**Evaluator's Signatures**                      **Date**

_____	_____
Chet Dunn	

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
 Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	25	20	45	32	77
Donelson Construction	25	20	45	20	65
Missouri Petroleum Products Company	20	20	40	50	90
Innovative Roadway Solutions	10	20	30	35	65

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

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Daniel Haid	

**Evaluator's Signatures**                      **Date**  

Derin Campbell	

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Jeff McCann	

**Evaluator's Signatures**                      **Date**  

John Sullivan	

**Evaluator's Signatures**                      **Date**  

Chet Dunn	

31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project			Missouri Petroleum Products Company (3-4 yrs)		Innovative Roadway Solutions, LLC (2-3 yrs)		Corrective Asphalt Materials, LLC (30+ yrs)		Donelson Construction, LLC (6 yrs)	
BASE BID - PARTIAL WIDTH RCC & ASPHALT OVERLAY - BID TABULATION			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Description	Qty.	Unit								
Wagon Trail Rd.	11006	SY	0.92	10125.52	1.31	14417.86	1.33	14637.98	2.10	23112.60
Rollingwood Blvd.	14230	SY	0.84	11953.20	1.22	17360.60	1.33	18925.90	2.20	31306.00
Crump Ln.	14676	SY	0.84	12327.84	1.21	17757.96	1.33	19519.08	2.10	30819.60
<b>Bid Total</b>				<b>34406.56</b>		<b>49536.42</b>		<b>53082.96</b>		<b>85238.20</b>

Avg Unit Price	\$0.87	\$1.25	\$1.33	\$2.13
Avg Life Expectancy (yrs)	4.0	4.0	8.0	4.5
Dollar per SY per year	\$0.22	\$0.31	\$0.17	\$0.47
<b>Cost Points = (Low Bid/Price)*50</b>	<b>38.36538</b>	<b>26.671123</b>	<b>50</b>	<b>17.5341797</b>

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMBER AND DESCRIPTION: ~~21-29~~<sup>MAY13</sup>- 2013 Boone County Roadway  
Surface Seal Treatment Project

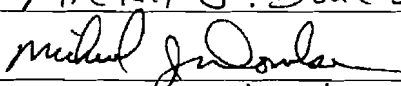
**CLARIFICATION / BEST AND FINAL OFFER FORM #1**

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **5:00 p.m. July 24, 2013** by E-mail to [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following requests.**

1.1. How long has your company been using the proposed product? 6 years.

In compliance with this BAFO request, the Offeror agrees to furnish the equipment and services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: Donelson Construction Co., LLC  
Address: 1075 Wise Hill Road  
Clever, MO 65431  
Telephone: 417-743-2694 Fax: 417-743-2945  
Federal Tax ID (or Social Security #): 33 - 1047955  
Print Name: Michael J. Donelson Title: Member  
Signature:  Date: 7/24/13  
E-mail: mdonelson@cleverstone.com



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: Donelson Construction Co., LLC

Address: 1075 Wise Hill Road  
Clever, MO 65631

Telephone: 417-743-2694 Fax: 417-743-2945

Federal Tax ID (or Social Security #): 33-1047955

Print Name: Michael J. Donelson Title: Owner/Member

Signature: Michael J. Donelson Date: 7/10/13

E-Mail Address: mdonelson@cleverstone.com

**Product Summary Sheet**

**Product Information**

Product Name: MAQS - ChipLock  
 Manufacturer: Donelson Sealant Technologies, LLC  
 Proposed Application Rate (diluted): 0.38 - 0.45 gallons per sq.  
 Average Life Expectancy (i.e. when it would be expected to be reapplied): 3-6 years  
 Expected cure time (open to traffic) in typical weather conditions: 30 min - 1 hour  
 Can product be applied with typical distributor truck or is specialized equipment needed?  
Specialized applicator truck

**Pricing** – Please provide unit price and calculate total cost for each project.

<b>Wagon Trail Road</b>				
ADT: 635	Length = 0.8 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	11,006	\$ 2.10	\$ 23,112.60

<b>Rollingwood Boulevard</b>				
ADT: 600	Length = 1.1 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	14,230	\$ 2.20	\$ 31,306.00

<b>Crump Lane</b>				
ADT: 650	Length = 1.2 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	14,676	\$ 2.10	\$ 30,819.60

<b>Grand Total</b>				\$ 85,238.20
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Note: All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity shall govern.



6.1. List all Sub-Contractors that will be utilized on this project:

None

6.2. Describe warranty on equipment and labor:

6.3. List any deviations to the original specifications:

None.

6.4. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: Lance Cartwright  
Organization: Donelson Construction  
Address: 1075 Wise Hill Road Clever, MO 65631  
E-mail: lance@donelsonconstruction.net  
Phone Number: 417-743-2694  
Fax: 417-743-2945

6.5. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

- newspaper advertisement  
 Boone County Electronic Bid Notification  
 other, please list: \_\_\_\_\_

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of Christian

On this 10<sup>th</sup> day of July, 20 13

before me appeared Michael J. Donelson to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual) acknowledged that he executed the same as his free act and deed.~~

~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

(if a corporation) that he is the Member  
President or other agent

of Donelson Construction Co.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Christian Co., Missouri the day and year first above written.

(SEAL) Chara E. Merfui Notary Public

My Commission expires 8/23<sup>rd</sup>, 20 13

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Christian  
State of Missouri )SS.  
)

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

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

Michael J. Donelson 7/10/13  
Affiant Date

Michael J. Donelson  
Printed Name

Subscribed and sworn to before me this 10<sup>th</sup> day of July, 2013.

Chae E. Meffer  
Notary Public

**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.**

**SIGNATURE AND IDENTITY OF OFFEROR**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual                      ( ) partnership                      ( ) joint venture  
 (x) corporation, incorporated under laws of the state of Missouri

Dated July 10<sup>th</sup>, 2013  
 Name of individual, all partners, or joint ventures:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in Missouri:

Donelson Construction Co., LLC 1075 Wise Hill Road Clever, MO  
 (If using a fictitious name, show this name above in addition to legal names.) 65031

(If a corporation - show its name above)

ATTEST:

Michael Donelson  
 (Secretary)

Member  
 (Title)

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

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: Greene County Missouri  
Address: 2065 N. Clifton  
Springfield, MO 65803  
Contact Name: Harry Stinnett  
Telephone Number: (417) 831-3591

Date of Contract: 2013  
Length of Contract: 1 year

**Description of Prior Services (include dates):**  
MAQS Surfacing on various roads. Ongoing throughout summer.

**2. Prior Services Performed for:**

Company Name: Springfield, MO  
Address: 840 N. Booneville  
Springfield, MO 65802  
Contact Name: Jonathan Gano  
Telephone Number: (417) 864-1901

Date of Contract: 2013  
Length of Contract: 1 year

**Description of Prior Services (include dates):**  
MAQS Surfacing on various roads. Ongoing throughout summer.

**3. Prior Services Performed for:**

Company Name: Christian County, MO  
Address: 100 W. Church St  
Ozark, MO 65721  
Contact Name: Commissioner Bill Barnett  
Telephone Number: (417) 581-2112

Date of Contract: 2013  
Length of Contract: 1 year

**Description of Prior Services (include dates):**  
MAQS-ChipLock on various roads. Ongoing throughout summer.

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

I. Number of years in business: 10 If not under present firm name, list previous firm names and types of organizations.

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2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Percent Contract Completed
<u>MAQS-ChipLock</u>	<u>Christian County, MO</u>	<u>30%</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

3. General type of product sold and manufactured:

MAQS-ChipLock spray applied slurry seal

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: N/A

(b) Description of defaulted contracts and reason therefore:

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5. List banking references:

Empire Bank 1800 S. Glenstone, Springfield, MO 65804 Contact: Joe Gaunt (417) 841-4267

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF GREENE Christian

Michael J. Donelson, being first duly sworn, deposes and

says that he is Managing Member  
(Title of Person Signing)

of Donelson Construction Company, LLC  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By *Michael J. Donelson*

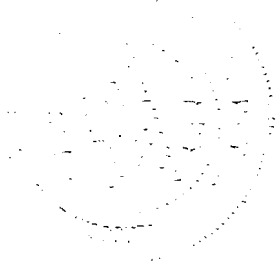
By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 10th day of July, 2013

*Dana E. Murphy*  
Notary Public

My Commission Expires 8/23/2013



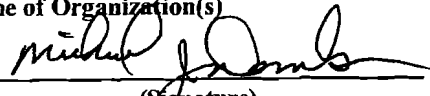
6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

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

Dated at Christian County, MD 5:30 pm.

this 10th day of July, 20 13

Donelson Construction Company, LLC  
Name of Organization(s)

By   
(Signature)

Managing Member  
(Title of person signing)





**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Donelson Construction Company, LLC.

**SURETY:**

*(Name, legal status and principal place of business)*

**United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

Boone County Commission

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of Amount Bid \*\*\*

**PROJECT:**

*(Name, location or address, and Project number, if any)*

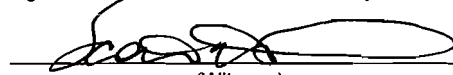
2013 Boone County Roadway Surface Seal Treatment Project  
Boone County, Missouri


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 12th day of July, 2013

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Donelson Construction Company, LLC.

  
\_\_\_\_\_  
(Principal) *Member* (Seal)

(Title)  
**UNITED FIRE & CASUALTY COMPANY**  
  
\_\_\_\_\_  
(Surety) (Seal)  
Attorney in Fact  
(Title) Callae J. Doty

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.

UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA

CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE ALL INDIVIDUALLY of SPRINGFIELD MO

its true and lawful Attorney(s)-In-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 12th day of May, 2014 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 12th day of May, 2012



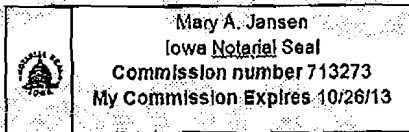
UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richman*

Vice President

State of Iowa, County of Linn, ss:

On 12th day of May, 2012, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

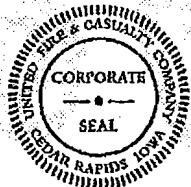


*Mary A. Jansen*

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 12th day of July 20 13.



*Paul A. Gange*

Secretary

## Search Results

**Current Search Terms: donelson\* construction\* Co.\* LLC\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1108.20130719-0907

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



393-2013

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Corrective Asphalt Materials, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's proposal response and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**PROPOSAL NUMBER 31-12JUL13  
2013 Roadway Surface Seal Treatment Project – Rollingwood Blvd.**

and agrees to perform all the work required by the contract as described in the Request for Proposal and any applicable addendum and plans. The contract award is to **be in the amount of \$18,925.90.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Instructions and General Conditions  
Introduction and General Information  
Scope of Services  
Contract Terms and Conditions for Awarded Contractor  
Proposal Submission Information  
Response / Pricing Page  
Bidder's Acknowledgment  
Work Authorization Certification  
Individual Affidavit  
Certification of Individual Bidder  
Signature and Identity of Offeror  
Certification Regarding Debarment  
Standard Terms and Conditions  
Prior Experience  
Statement of Offeror's Qualifications  
Anti-Collusion Statement  
Affidavit - Prevailing Wage  
Affidavit - OSHA Requirements  
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
Annual Wage Order #20  
"No Bid" Response Form

**Contract Period:** The initial term of the resulting contract agreement for the proposed surface sealing treatment to Boone County roadways from this Request for Proposal will begin at the time of contract award and end upon project completion.

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained first in this Contract Agreement and second in the proposal specifications including project specifications and any applicable addenda shall prevail and control over the Contractor's proposal response.

Said specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the County Representative under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Court Administration.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; and shall comply with all reasonable scheduling instructions of the County Representative as the project is being completed in a working, open courthouse in which trials and other court business will be conducted throughout the term of this Contract Agreement.

393-2013

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: Eighteen Thousand, Nine Hundred Twenty Five Dollars and Ninety Cents (\$18,925.90) as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

393-2013

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 8-27-13 at Columbia, Missouri.  
(Date)

CONTRACTOR:

OWNER:

**CORRECTIVE ASPHALT MATERIALS, LLC**

**BOONE COUNTY, MISSOURI**

By: *Ametha J. Witte*  
Authorized Representative Signature

By: *Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

By: Anthony J. Witt, P.E.  
Authorized Representative Printed Name  
Title: CEO

*KAREN H. MILLER*

Approved as to Legal Form:

ATTEST:

*CJ Dykhouse*  
CJ Dykhouse  
Boone County Counselor

*Wendy S. Noren*  
Wendy Noren, County Clerk *ny*

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.)

*Joe E. Pitchford*  
Signature *by*

8/19/13  
Date

2041/71202 - \$18,925.90

Appropriation Account

Client#: 10117 CAM  
**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**8/06/2013**

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

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

<b>PRODUCER</b> USI Midwest, Inc. 308 North 21st Street Saint Louis, MO 63103 314 436-2399	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>314 436-2399</b> FAX (A/C, No): <b>314 342-7170</b> E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE:	<b>INSURED</b> CAM, LLC 300 Daniel Boone Trail P.O. Box 87129 South Roxana, IL 62087	NAIC # INSURER A : <b>United Fire &amp; Casualty Company</b> INSURER B : <b>Essex Insurance Company</b> INSURER C : <b>Consolidated Const. Safety Fund</b> INSURER D : INSURER E : INSURER F :
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**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		60381288	03/30/2013	03/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		60381288	03/30/2013	03/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		XOBW4409113	03/30/2013	03/30/2014	EACH OCCURRENCE AGGREGATE	\$4,000,000 \$4,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC00203360012	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$2,000,000 \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Certificate holder is included as additional insured under general liability as respects work performed by the named insured where required by written contract.**

<b>CERTIFICATE HOLDER</b> Boone County 613 E. Ash, Room 109 Columbia, MO 65201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael A. Bouchare</i>
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BOND#MOC69811

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Corrective Asphalt Materials, LLC

P.O. Box 87129, South Roxana, IL 62087

as Principal, hereinafter called Contractor, and Merchants Bonding Company

2100 Fleur Drive, Des Moines, IA 50321-1158

a Corporation, organized under the laws of the State of Iowa

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, in the amount of ~~and 90/100~~ Eighteen Thousand Nine Hundred Twenty Five Dollars, (\$18,925.90)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

*BID NUMBER 31-12JUL13*  
*Roadway Surface Seal Treatment Project*  
**BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Corrective Asphalt Materials, LLC  
(Contractor)

(SEAL)

BY:



Merchants Bonding Company  
(Surety Company)

(SEAL)

BY:



(Attorney-In-Fact) Brandi Bullock, Attorney-In-Fact

BY:



(Missouri Representative) Brenda C. Mainer

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Mike Reed  
Phone Number: 515-558-8706  
Address: 2100 Fleur Drive  
Des Moines, IA 50321-1158

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Corrective Asphalt  
Materials, LLC

as Principal, hereinafter called Contractor, and Merchants Bonding Company  
2100 Fleur Drive, Des Moines, IA 50321-1158

a corporation organized under the laws of the State of Iowa, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and  
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and  
benefit of claimants as herein below defined, in the amount of

Eighteen Thousand Nine Hundred Twenty  
Five and 90/100 DOLLARS

(\$ 18,925.90), for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

**BID NUMBER 31-12JUL13  
Roadway Surface Seal Treatment Project  
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall  
promptly make payments to all claimants as hereinafter defined, for all labor and material used or  
reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of  
the Contractor for labor, material, or both, used or reasonably required for use in the performance of  
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,  
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
(90) days after the date on which the last of such claimant's work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant,  
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have  
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any  
such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR Corrective Asphalt  
Materials, LLC (SEAL)

BY: *M. J. [Signature]*

SURETY COMPANY Merchants Bonding Company

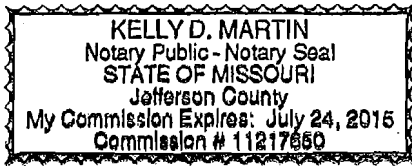
BY: *Brandi Bullock*  
(Attorney-In-Fact) Brandi Bullock, Attorney-In-Fact

BY: *Brenda C. Mainer*  
(Missouri Representative) Brenda C. Mainer

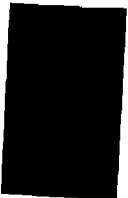
(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

State of Missouri  
County of Jefferson

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared  
Brandi Bullock to me known to be an Attorney-in-Fact of  
Merchants Bonding Company the corporation described in the  
within instrument, and he acknowledged that he executed the within instrument as the act of the said  
Company in accordance with authority duly conferred upon him by said Company.



Kelly D. Martin  
Notary Public



**MERCHANTS**  
**BONDING COMPANY,™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Don K Ardolino, Brandi Bullock, Kim Connell, William P. Leach, Christopher J. O'Hagan

of St. Louis and State of Missouri their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWO MILLION (\$2,000,000.00) DOLLARS**

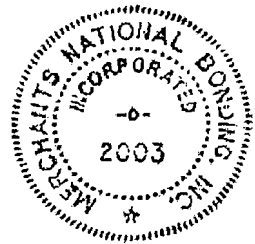
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of June, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 6th day of June, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Maranda Greenwalt*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of



*William Warner Jr.*  
Secretary


**EVALUATION REPORT FORM**  
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

**REQUEST FOR PROPOSAL NUMBER 31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
Amy Robbins, Senior Buyer


NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	28	20	48	50	98.3
Donelson Construction	20	20	40	18	57.5
Missouri Petroleum Products Company	26	20	46	38	84.4
Innovative Roadway Solutions	15	16	31	27	57.7

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

**Evaluator's Signatures**                      **Date**

	7-25-13
Daniel Haid	

**Evaluator's Signatures**                      **Date**

	7/25/13
Derin Campbell	

**Evaluator's Signatures**                      **Date**

	7/25/13
Jeff McCann	

CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSAL NUMBER:

31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project

BUYER: Amy Robbins

**Conflict of Interest:**

I hereby attest, to the best of my knowledge that I currently have no personal interest or any conflict of interest, directly or indirectly, in the review, evaluation, or approval of the above referenced Request for Proposal; and that I shall not acquire any personal interest, or any conflict of interest, directly or indirectly, relating to this Request for Proposal. If I should detect or develop any conflict of interest, I shall immediately notify the County Purchasing Department and withdraw myself from the evaluation committee.

**Confidentiality:**

It is my understanding that disclosure of an Offeror's proposal response to a competitor may result in the competitor's disqualification from consideration for contract award and suspension/ debarment from procurement processes.

It is my understanding that information related to the procurement process for the above referenced Request for Proposal has been provided to me on a need-to-know basis and that in accordance with 610.021 RSMo such records are closed to public review until such time as a contract is executed or all proposals are rejected.

I agree to keep all information related to this Request for Proposal in strict confidence and not to divulge such information in any manner or form to anyone, or to allow others access to such information (other than my Administrative Authority). In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the County Purchasing Department immediately.

I attest to the best of my knowledge that my participation in this evaluation process does not violate any state laws that relate to conflict of interest including applicable Sections 105.452 and 105.454 RSMo.

  
\_\_\_\_\_

Evaluator's Signature

Dan Hard

Print Evaluator's Name

7-19-13  
\_\_\_\_\_

Date



# CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

## REQUEST FOR PROPOSAL NUMBER:

**31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project**

**BUYER:** Amy Robbins

### **Conflict of Interest:**

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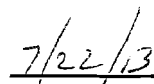
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\_\_\_\_\_  
Evaluator's Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Evaluator's Name

# CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

## REQUEST FOR PROPOSAL NUMBER:

**31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project**

**BUYER:** Amy Robbins

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\_\_\_\_\_  
Evaluator's Signature

7/25/13  
Date

Jeff McCann  
Print Evaluator's Name

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
 Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	30	20	50	32	82
Donelson Construction	25	20	45	20	65
Missouri Petroleum Products Company	28	20	48	50	98
Innovative Roadway Solutions	25	20	45	35	80

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

**Evaluator's Signatures**                      **Date**

Daniel Haid	

**Evaluator's Signatures**                      **Date**

Derin Campbell	

**Evaluator's Signatures**                      **Date**

Jeff McCann	

**Evaluator's Signatures**                      **Date**

John Sullivan	

**Evaluator's Signatures**                      **Date**

Chet Dunn	

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
 Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	30	20	50	32	
Donelson Construction	10	20	<del>50</del> 30	20	
Missouri Petroleum Products Company	30	20	50	50	
Innovative Roadway Solutions	10	<del>10</del> 10	<del>40</del> 30	35	

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**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
 Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	25 <del>20</del>	20	<del>15</del> 45	32	77
Donelson Construction	<del>20</del> 25 <del>15</del>	20	<del>35</del> 40 45	20	<del>100</del> 65
Missouri Petroleum Products Company	20	20	40	50	90
Innovative Roadway Solutions	<del>20</del> <del>15</del> 10	20	<del>40</del> 30	35	65

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

**Evaluator's Signatures**                      **Date**  

Daniel Haid	

**Evaluator's Signatures**                      **Date**  

Derin Campbell	

**Evaluator's Signatures**                      **Date**  

Jeff McCann	

**Evaluator's Signatures**                      **Date**  

John Sullivan	

**Evaluator's Signatures**                      **Date**  

Chet Dunn	

31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project			Missouri Petroleum Products Company (3-4 yrs)	Innovative Roadway Solutions, LLC (2-3 yrs)	Corrective Asphalt Materials, LLC (30+ yrs)	Donelson Construction, LLC (6 yrs)				
BASE BID - PARTIAL WIDTH RCC & ASPHALT OVERLAY - BID TABULATION			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Description	Qty.	Unit								
Wagon Trail Rd.	11006	SY	0.92	10125.52	1.31	14417.86	1.33	14637.98	2.10	23112.60
Rollingwood Blvd.	14230	SY	0.84	11953.20	1.22	17360.60	1.33	18925.90	2.20	31306.00
Crump Ln.	14676	SY	0.84	12327.84	1.21	17757.96	1.33	19519.08	2.10	30819.60
<b>Bid Total</b>				<b>34406.56</b>		<b>49536.42</b>		<b>53082.96</b>		<b>85238.20</b>

Avg Unit Price	\$0.87	\$1.25	\$1.33	\$2.13
Avg Life Expectancy (yrs)	4.0	4.0	8.0	4.5
Dollar per SY per year	\$0.22	\$0.31	\$0.17	\$0.47
Cost Points = (Low Bid/Price)*50	38.36538	26.671123	50	17.5341797

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Corrective Asphalt Materials, LLC

P. O. Box 87129, South Roxana, IL 62087

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Merchants Bonding Company,

of 2100 Fleur Drive, Des Moines, IA 50321-1158, a corporation duly organized under

the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

Boone County  
613 E. Ash St., Room 109, Columbia, MO 65201 as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Bid Amount - - - - -

Dollars (\$ 5% of Bid Amount ) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2013 Boone County Roadway Surface Seal Treatment Project-  
RFP#31-12JUL13

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of July, 2013.

Ronda J. Foster  
\_\_\_\_\_  
Witness

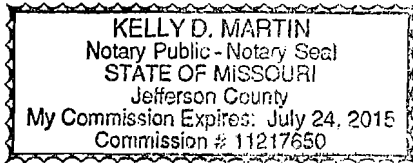
Corrective Asphalt Materials, LLC (Seal)  
Anthony J. Witte, CEO Principal  
\_\_\_\_\_  
Title

Judy Mitchell  
\_\_\_\_\_  
Witness

Merchants Bonding Company  
By Brandi Bullock Attorney-in-Fact  
\_\_\_\_\_  
Brandi Bullock

State of Missouri  
County of Jefferson

On this 12<sup>th</sup> day of July, 2013, before me personally appeared  
Brandi Bullock to me known to be an Attorney-in-Fact of  
Merchants Bonding Company the corporation described in the  
within instrument, and he acknowledged that he executed the within instrument as the act of the said  
Company in accordance with authority duly conferred upon him by said Company.



Kelly D Martin  
Notary Public



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Don K Ardolino, Brandi Bullock, Kim Connell, William P. Leach, Christopher J. O'Hagan

of St. Louis and State of Missouri their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWO MILLION (\$2,000,000.00) DOLLARS**

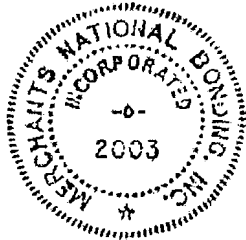
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of June, 2012.



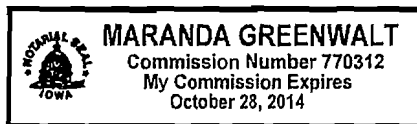
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 6th day of June, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



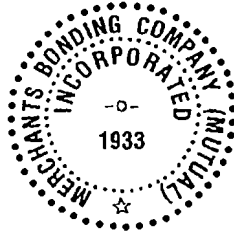
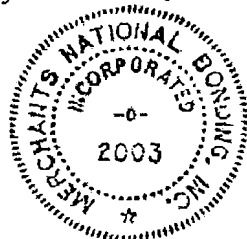
*Maranda Greenwalt*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of July, 2013.



*William Warner Jr.*  
Secretary

**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMBER AND DESCRIPTION: 21-29MAY13- 2013 Boone County Roadway  
Surface Seal Treatment Project**

**CLARIFICATION / BEST AND FINAL OFFER FORM #1**

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before 5:00 p.m. July 24, 2013 by E-mail to [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following requests.**

I.1. How long has your company been using the proposed product?

In compliance with this BAFO request, the Offeror agrees to furnish the equipment and services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: Corrective Asphalt Materials, LLC (CAM)

Address: PO Box 87129

Telephone: 618-254-3855 Fax: 618-254-2200

Federal Tax ID (or Social Security #): 37-1359575

Print Name: Anthony J. Witte Title: CEO

Signature: \_\_\_\_\_ Date: 7/23/13

E-mail: tony@cammidwest.com

**I.1 CLARIFICATION**

Corrective Asphalt Materials, LLC (CAM) has been applying CRF for over 30 years.



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: Corrective Asphalt Materials, LLC

Address: PO Box 87129  
South Roxana, IL 62087

Telephone: 618-254-3855 Fax: 618-254-2200

Federal Tax ID (or Social Security #): 37-1359575

Print Name: Anthony J. Witte Title: CEO

Signature:  Date: July 10, 2013

E-Mail Address: tony@cammidwest.com

Product Summary Sheet

Product Information

Product Name: CRF Restorative Seal

Manufacturer: Corrective Asphalt Materials, LLC

Proposed Application Rate (diluted): 70% CRF 30% Water .12 Gal/Yd<sup>2</sup>

Average Life Expectancy (i.e. when it would be expected to be reapplied): 6-10 years

Expected cure time (open to traffic) in typical weather conditions: 20-40 minutes

Can product be applied with typical distributor truck or is specialized equipment needed?  
Typical Distributor - Etnyre

**Pricing** – Please provide unit price and calculate total cost for each project.

<b>Wagon Trail Road</b>				
ADT: 635	Length = 0.8 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	11,006	\$ 1.33	\$ 14,637.98

<b>Rollingwood Boulevard</b>				
ADT: 600	Length = 1.1 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	14,230	\$ 1.33	\$ 18,925.90

<b>Crump Lane</b>				
ADT: 650	Length = 1.2 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	14,676	\$ 1.33	\$ 19,519.08

<b>Grand Total</b>		39912	1.33	\$ 53,082.96
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Note: All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity shall govern.

6.1. List all Sub-Contractors that will be utilized on this project:

Contractors & Municipal Sweeping Services

6.2. Describe warranty on equipment and labor:

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

6.3. List any deviations to the original specifications:

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

6.4. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:** Jack Witte, President  
**Organization:** Corrective Asphalt Materials, LLC  
**Address:** P.O. Box 87129, South Roxana, IL 62087  
**E-mail:** jack@cammidwest.com  
**Phone Number:** 618-409-3629-cell, 618-254-3855-Off.  
**Fax:** 618-254-2200

6.5. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

- newspaper advertisement  
 Boone County Electronic Bid Notification  
 other, please list: Other Contractor

**BIDDER'S ACKNOWLEDGMENT**

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

State of Illinois

County of Madison

On this 10th day of July, 20 13

before me appeared Anthony J. Witte to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

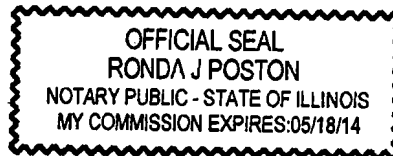
(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the CEO  
President or other agent

Corrective Asphalt  
of Materials, LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at South Roxana, Illinois the day and year first above written.

(SEAL) Ronda J. Poston Notary Public  
Ronda J. Poston



My Commission expires May 18, 20 14.

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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







## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Corrective Asphalt Material (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### **A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. 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. 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. 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 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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 239654

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Corrective Asphalt Materials, LLC (CAM, LLC)

**Ronda Poston**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

08/20/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

08/20/2009

Date

**SIGNATURE AND IDENTITY OF OFFEROR**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual (x) partnership ( ) joint venture  
( ) corporation, incorporated under laws of the state of \_\_\_\_\_

Dated July 10, 20 13

Name of individual, all partners, or joint ventures:

Anthony J. Witte, CEO

Anthony J. Witte Jr, President

Marc Taillon, Vice-President

Address of each:  
916 Gastorf Place  
Florissant, MO 63031

453 Flowering Magnolia  
O'Fallon, MO 63366

322 Monticello Place  
Edwardsville, IL 62025

doing business under the name of:  
Corrective Asphalt  
Materials, LLC

Address of principal place of business in  
Missouri: Illinois  
P.O. Box 87129  
South Roxana, IL 62087

(If using a fictitious name, show this name above in addition to legal names.)

\_\_\_\_\_  
(If a corporation - show its name above)

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Title)

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

(Please complete and return with Proposal Response)

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).

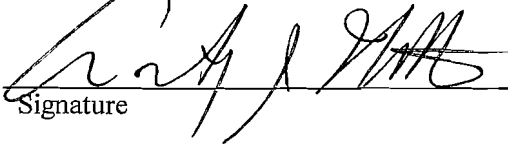
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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.

Anthony J. Witte, CEO

\_\_\_\_\_  
Name and Title of Authorized Representative

Signature



\_\_\_\_\_  
July 10, 2013

Date

## STANDARD TERMS AND CONDITIONS

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: Kendall County Highway Department  
Address: 6780 Route 47, Yorkville, IL 60560

Contact Name: Francis Klaas, P.E.  
Telephone Number: 630-553-7616

Date of Contract: August 24, 2012  
Length of Contract: 2 Months

**Description of Prior Services (include dates):**  
CRF 118,222 sy Sept. 17 - Sept. 20, 2012

2. **Prior Services Performed for:**

Company Name: Village of Carol Stream  
Address: 500 North Gary Ave., Carol Stream, IL 60188

Contact Name: Bill Cleveland  
Telephone Number: 630-871-6220

Date of Contract: April 3, 2013  
Length of Contract: 60 days

**Description of Prior Services (include dates):**  
CRF 41,037 sy May 16, 2013

3. **Prior Services Performed for:**

Company Name: City of Nixa  
Address: P.O. Box 395, Nixa, MO 65714

Contact Name: Rick Warfel  
Telephone Number: 417-725-2353

Date of Contract: March 22, 2013  
Length of Contract: March-May, 2013

**Description of Prior Services (include dates):**  
CRF 42,183 sy May 22, 2013





6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes   X   No           

Dated at   South Roxana, Illinois  

this   10th   day of   July  , 20   13  .

  Corrective Asphalt Materials, LLC  

Name of Organization(s)

By   [Signature]    
(Signature)

  CEO  

(Title of person signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI- ILLINOIS

COUNTY OF MADISON

Anthony J. Witte, being first duly sworn, deposes and

says that he is CEO (Title of Person Signing)

of Corrective Asphalt Materials, LLC (Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

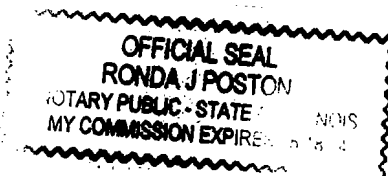
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]
By
By

Sworn to before me this 10th day of July, 20 13

[Signature]
Notary Public
Ronda J. Poston

My Commission Expires May 18, 2014





**DIVISION OF  
LABOR  
STANDARDS**

3315 West Truman Boulevard, Room 205  
P.O. Box 449  
Jefferson City, MO 65102-0449  
Phone: 573-751-3403  
Fax: 573-751-3721  
www.labor.mo.gov/DLS  
E-mail: laborstandards@labor.mo.gov

JEREMIAH W. (JAY) NIXON  
GOVERNOR

LAWRENCE G. REBMAN  
DEPARTMENT DIRECTOR

CARLA BUSCHJOST  
DIVISION DIRECTOR

October 17, 2011

Mr. Joe Kulesa, P.E.  
Project Manager IV  
Saint Louis County  
Highways & Traffic Public Works  
121 South Meramec Avenue  
St. Louis, MO 63105

RE: 2011 CRS Emulsified Restorative Seal Program  
St. Louis County Project No. CR-1430

Dear Mr. Kulesa:

This is in response to your letter, dated October 3, 2011 to Mr. Jim Boeckman, pertaining to the applicability of the prevailing wage law and excessive unemployment requirements to your restorative seal program.

As stated in previous letters to St. Louis County Highways and Traffic, Public Works the mere cleaning and application of liquid asphalt on the surface to fill small cracks does not constitute construction as defined in Section 290.210(1) RSMo. This would be considered a maintenance procedure and not subject to the prevailing wage requirements. Accordingly, the requirements of excessive unemployment would not apply. See Section 290.550(4) RSMo.

However, please note that the grinding out or routing of cracks and sawing of expansion joints is an improvement beyond the mere application of crack sealant and, therefore, subject to the requirements of the prevailing wage law. If so, the requirements of excessive unemployment would also apply.

If you have any further comments or questions, please feel free to contact this office.

Sincerely,

Carla Buschjost  
Director  
Missouri Division of Labor Standards

CB/bk

c: Kurt Klinghammer, Wage & Hour Investigator

**Tony Witte**

---

**From:** "Hentges, Brenda" <Brenda.Hentges@labor.mo.gov>  
**Date:** Tuesday, July 12, 2011 3:07 PM  
**To:** "Tony Witte" <tony@cammidwest.com>  
**Subject:** RE: prevailing wage  
Mr. Witte:

The mere application of liquid asphalt on the surface to fill small cracks does not constitute construction as defined in Section 290.210(1) RSMo. This would be considered a maintenance procedure and not subject to the prevailing wage requirements.

Please note that a different set of facts could alter the Division's position.

If you have any further comments or questions, please feel free to contact this office.

Sincerely,  
Brenda Hentges  
Wage and Hour Investigator  
Division of Labor Standards  
573-751-3403

---

**From:** Tony Witte [mailto:tony@cammidwest.com]  
**Sent:** Tuesday, July 12, 2011 9:25 AM  
**To:** Hentges, Brenda  
**Subject:** prevailing wage

WE apply a liquid sealer to asphalt streets- in our previous correspondence - of 9-24-09 - you stated this does not constitute construction and is excluded from the Prevailing Wage Law - is this still unchanged

Thanks

Tony Witte

# Corrective Asphalt Materials CAM, LLC

September 22, 2009

Mr. Jim Boeckman  
Assistant Director of Division of Labor Standards  
PO Box 449  
Jefferson City, Mo 65102  
Office 1-573-751-3403  
Fax 1-573-751-3721  
prevailingwage@labor.mo.gov

Dear Mr. Boeckman,

We will be applying a maintenance rejuvenator sealer to asphalt pavement in the City of Hazelwood, Mo.

I have spoke to representatives in your office in the past and have received verbal confirmation that maintenance work as described above does not require prevailing wage.

Earlier this year, and again on 9-18-09, I spoke to a representative of your office, explained the aforementioned maintenance work, asked if the excessive unemployment rule was in affect. Both representatives stated since it does not require prevailing wage, the excessive unemployment rule was not in affect.

This question has come up with the City of Hazelwood for our 2009 contract work. I spoke to a representative in your office, Brenda, explained the above, and she stated the excessive unemployment rule was not in affect. I asked where I could find this in writing. Brenda suggested that I write you, and ask for your response.

I spoke to you this morning, asked if I could email this question and asked how soon I could expect a response. You stated you couldn't commit to a time frame since you were scheduled to be out of the office for a few days.

My question is:

If a contractor is performing work for a City in Missouri that does not require prevailing wage, is the excessive unemployment rule in affect?

I have cc **Paul Williams**, Public Works Superintendent  
City of Hazelwood

Your assistance is greatly appreciated.

Respectively,

Anthony J. Witte, PE (Tony)  
President  
Corrective Asphalt Material, CAM, LLC  
off-618-254-3855  
mob-618-407-1570  
fax 618-254-2200

**300 Daniel Boone Trail • P.O. Box 861**  
**South Roxana, IL. 62087**  
**(800) 374-5560 • Fax (618) 254-2200**  
**www.camllcil.net**

**Tony Witte**

---

**From:** "Hentges, Brenda" <Brenda.Hentges@labor.mo.gov>  
**To:** <tonywitte@camllcil.net>  
**Cc:** "Buhr, Lisa" <Lisa.Buhr@labor.mo.gov>  
**Sent:** Thursday, September 24, 2009 7:30 AM  
**Subject:** FW: excessive unemployment

Mr. Witte,

The work that you described consists of applying sealer to asphalt pavement. The mere application of liquid sealer does not constitute construction as defined in Section 290.210 (1) RSMo. Therefore, based on the information provided, this work would appear to be excluded from the requirements of Missouri Prevailing Wage Law.

Accordingly, the requirements of excessive unemployment would not apply. See Section 290.550(4) RSMo.

However, please note that a different set of acts could alter the Division's position.

Brenda Hentges  
Wage and Hour Investigator  
Division of Labor Standards  
3315 West Truman Blvd.  
Jefferson City, MO 65102  
573-751-3403

---

**From:** Tony Witte [mailto:tonywitte@camllcil.net]  
**Sent:** Wednesday, September 23, 2009 2:10 PM  
**To:** Prevailing Wage  
**Subject:** Re: excessive unemployment

We will be applying a maintenance rejuvenator sealer to asphalt pavement in the City of Hazelwood, Mo.

I have spoke to a representatives in your office in the past and have received verbal confirmation that maintenance work as described above does not require prevailing wage.

Earlier this year, and again on 9-18-09, I spoke to a representative of your office, explained the aforementioned maintenance work, asked if the excessive unemployment rule was in affect. Both representatives stated since it does not require prevailing wage, the excessive unemployment rule was not in affect.

This question has come up with the City of Hazelwood for our 2009 contract work. I spoke to a representative in your office, Brenda, explained the above, and she stated the excessive unemployment rule was not in affect. I asked where I could find this in writing. Brenda suggested that I write to Mr. Jim Boeckman. My question to Mr. Boeckman was

If a contractor is performing work for a City in Missouri that does not require prevailing wage, is the excessive unemployment rule in affect?

----- Original Message -----  
**From:** Prevailing Wage  
**To:** tonywitte@camllcil.net  
**Sent:** Wednesday, September 23, 2009 1:16 PM

**Subject:** RE: excessive unemployment

Dear Mr. Witte,

What kind of work will you be doing and why would it not be considered prevailing wage?

Lisa Buhr  
Prevailing Wage Outreach

---

**From:** Tony Witte [mailto:tonywitte@camllcfl.net]  
**Sent:** Tuesday, September 22, 2009 12:00 PM  
**To:** Prevailing Wage  
**Subject:** excessive unemployment

September 22, 2009

Mr. Jim Boeckman  
Assistant Director of Division of Labor Standards  
PO Box 449  
Jefferson City, Mo 65102

Office 1-573-751-3403  
Fax 1-573-751-3721  
prevailingwage@labor.mo.gov

Dear Mr. Boeckman,

If a contractor is performing work for a City in Missouri that does not require prevailing wage, is the excessive unemployment rule in affect?

I  
Your assistance is greatly appreciated.

Respectively,  
Anthony J. Witte, PE (Tony)  
President  
Corrective Asphalt Material, CAM, LLC  
off-618-254-3855  
mob-618-407-1570  
fax 618-254-2200



Asphalt Solutions and Industrial Dust Control  
Airports · Roadways · Utilities · Parking Areas

July 12, 2013

Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201

2013 Boone County Roadway Surface Seal Treatment Project  
RFP#31-12JUL13

To whom it may concern,

I have included in the bid proposal the following information regarding CAM, LLC's CRF Restorative Seal application being submitted for the Boone County Roadway Surface Seal Project.

1. CRF brochure
2. MSDS Sheet
3. CRF specification sheet
4. Coring data from CRF as a hot mix asphalt surface treatment
5. Two technical papers explaining the background of pavement rejuvenation
6. Treated/untreated pictures showing CRF after 5 years

CRF is a unique emulsion designed to penetrate, restore, and rejuvenate the surface of an asphalt pavement. The application was developed in the early 1960's and has had proven success since that time. Corrective Asphalt Materials, LLC (CAM) has had 30 plus years of success with the use of CRF on the surface of Chip Seals. We have found that CRF aids in locking down chips as well as sealing and preserving the surface of the chip seal. This application works on all chip seal emulsions and aggregate types.

CRF is applied in a one pass application. 3-6 pounds per square yard of limestone screenings are applied about 20-40 minutes after the application to help set the emulsion. CRF retains little of the aggregate. The lime keeps the CRF from tracking and allows the CRF to fill voids and retain existing surface aggregate. The lime is swept within 2-5 days after the application, depending on temperature. The typical application timeframe for CRF is during the spring and the fall. If CRF is applied during the summer months, extra lime screenings may be required.

I would welcome the opportunity to present the application to the County in more detail after the bid opening.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Witte", is written over the typed name.

Jack Witte  
Civil Engineer  
President  
CAM, LLC

300 Daniel Boone Trail · P.O. Box 87129 · South Roxana, IL 62087  
(800) 374-5560 · (618) 254-3855 · [www.cammidwest.com](http://www.cammidwest.com)



**MATERIAL SAFETY DATA SHEET**

NAME OF PRODUCT CRF

FILE NUMBER: 1955

DATE REVISED: 6/08/11

SUPERCEDES: 6/15/10

**SECTION 1: PRODUCT AND COMPANY IDENTIFICATION**

PRODUCT NAME:	CRF	HAZARDOUS MATERIALS IDENTIFICATION SYSTEM		
SYNONYMS:	PETROLEUM EMULSION	HMIS® HAZARD RATING		
PRODUCT CODES:	1955	4 - SEVERE	HEALTH	2 *
MANUFACTURER:	TRICOR REFINING, LLC	3 - SERIOUS	FLAMMABILITY	0
DIVISION:	BAKERSFIELD	2 - MODERATE	REACTIVITY	0
ADDRESS:	P.O. BOX 5877, BAKERSFIELD, CA 93388	1 - SLIGHT		
EMERGENCY PHONE:	(661) 393-7110	0 - MINIMAL		
PREPARED BY:	TRICOR REFINING, LLC HEALTH, SAFETY AND ENVIRONMENTAL DEPARTMENT			

**SECTION 2: HAZARDOUS INGREDIENTS / IDENTITY INFORMATION**

CHEMICAL FAMILY: PETROLEUM HYDROCARBON IN WATER EMULSION

HAZARDOUS COMPONENT(S)	CAL-OSHA PEL-TWA (8 HOUR)	ACGIH TLV TWA (8 HOUR)	OTHER LIMITS RECOMMENDED	% BY WEIGHT
Petroleum Asphalt CAS No. 8052-42-4	5 mg/m <sup>3</sup>	0.5 mg/m <sup>3</sup> (As the inhalable fraction)	NIOSH REL 5 mg/m <sup>3</sup> (15 minute)	< 46
Heavy Naphthenic Distillate Solvent Extract CAS 64742-11-6	5 mg/m <sup>3</sup> for mineral oils	5 mg/m <sup>3</sup> (As oil mist)	None	< 31
Distillates (Petroleum), Hydrotreated Heavy Naphthenic CAS No. 64742-52-5	5 mg/m <sup>3</sup> for mineral oils	5 mg/m <sup>3</sup> (As oil mist)	None	< 29

**SECTION 3: HEALTH HAZARDS IDENTIFICATION**

ROUTES OF ENTRY:	EYES: Yes	SKIN: Yes	INGESTION: Yes	INHALATION: Yes
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**HEALTH HAZARDS (ACUTE AND CHRONIC):**

**EYES:** No data available.  
**SKIN:** Prolonged skin contact may cause irritation.  
**INGESTION:** This product is not expected to be acutely toxic by ingestion. If swallowed, do not induce vomiting. Call a physician.  
**INHALATION:** Remove the person to fresh air if respiratory discomfort occurs.

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:**

Persons susceptible to dermatitis (skin rash) may aggravate their condition by skin contact with this product.

---

## SECTION 4: EMERGENCY AND FIRST AID MEASURES

---

**EYES:** Immediately flush eyes with water for a minimum of 15 minutes. Seek medical attention immediately.

**SKIN:** Wash with soap and water.

**INGESTION:** Contact a physician immediately.

**INHALATION:** If operating conditions create airborne concentrations that exceed the exposure standard, move the person to fresh air. Administer CPR if required. Provide oxygen if breathing is difficult. Seek medical attention immediately.

---

## SECTION 5: FIRE AND EXPLOSION HAZARD DATA

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**FLAMMABLE LIMITS IN AIR, (% BY VOLUME)** UPPER: No data available  
LOWER: No data available

**FLASH POINT: COC °F:** Not applicable

**EXTINGUISHING MEDIA:** Foam, water fog, dry chemical, CO<sub>2</sub>

**SPECIAL FIRE FIGHTING PROCEDURES:** None

**HAZARDOUS DECOMPOSITION PRODUCTS:** Normal combustion forms carbon dioxide and water vapor, and may produce oxides of sulfur and nitrogen. Incomplete combustion can produce carbon monoxide.

---

## SECTION 6: SPILL OR LEAK PROCEDURES

---

**ACCIDENTAL RELEASE MEASURES:** In case of spill, clean up using absorbent material such as earth or sand.

**WASTE DISPOSAL METHOD:** Observe Federal, State and Local regulations covering chemical waste spills.

**RCRA HAZARD CLASS:** This product is not a characteristic hazardous waste under RCRA. No EPA waste numbers are applicable for this product's components.

---

## SECTION 7: HANDLING AND STORAGE

---

**HANDLING AND STORAGE:** Avoid fire, sparks or open flame. Wear appropriate personal protective equipment to ensure that this product does not contact the eyes or skin.

**VENTILATION:** Use adequate ventilation to keep the airborne concentrations of this material below the established exposure limits.

---

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

---

**RESPIRATORY PROTECTION:** If operating conditions create airborne concentrations that exceed the exposure standard for mineral oil mists, the use of an approved NIOSH/OSHA respirator for organic vapors or air supplied breathing equipment is recommended.

Hydrogen Sulfide Exposure Limit:  
ACGIH: (1 PPM) TLV-TWA  
(5PPM) TLV-STEL  
CAL-OSHA: 10PPM / (14 mg/m<sup>3</sup> of air)– PEL  
15PPM / (21 mg/m<sup>3</sup> of air) – STEL  
50PPM - ceiling

**EYE PROTECTION:** Wear appropriate safety glasses, goggles or face shield.

**SKIN PROTECTION:** Long sleeve cotton shirt and cotton pants are recommended. Wear appropriate gloves.

---

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

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APPEARANCE:	Brown		
ODOR:	Petroleum odor		
PHYSICAL STATE:	Liquid		
INITIAL BOILING POINT:	Greater than 100 °C (212 ° F)		
VAPOR PRESSURE (mmHg):	Same as water	PERCENT VOLATILE (% BY VOL.):	NA
VAPOR DENSITY (AIR = 1):	Same as water	EVAPORATION RATE (WATER = 1):	1
SPECIFIC GRAVITY (H <sub>2</sub> O = 1):	1.0	SOLUBILITY IN WATER:	Readily dispersible

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## SECTION 10: REACTIVITY DATA

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STABILITY:	Stable
CONDITIONS CONTRIBUTING TO INSTABILITY:	None
INCOMPATIBILITY (MATERIAL TO AVOID):	May react with strong oxidizers.
HAZARDOUS DECOMPOSITION OR BY-PRODUCTS:	Normal combustion forms carbon dioxide and water vapor, and may produce oxides of sulfur and nitrogen. Incomplete combustion can produce carbon monoxide.
HAZARDOUS POLYMERIZATION:	Will not occur

---

## SECTION 11: TOXICOLOGICAL INFORMATION

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CARCINOGENICITY:	ACGIH, NTP, OSHA and IARC carcinogen lists were checked for those components with CAS Registry Number(s) 8052-42-4, 64742-11-6 and 64742-52-5.
ACGIH:	Asphalt fumes (coal tar free) are designated as A4 – Not Classifiable As A Human Carcinogen.
IARC:	Bitumens – including undiluted air-refined bitumens are described as “ Not Classifiable As To Its Carcinogenicity To Humans” (Group 3) Extracts of air-refined bitumens are described as “ Possibly Carcinogenic To Humans (Group 2B) (Monograph, Vol. 35, Supplement 7, p. 133). This product contains petroleum oils similar to ones categorized by the International Agency for Research on Cancer as causing skin cancer in laboratory animals when the oil was repeatedly applied for most of the lifetime of the animal with no effort made to remove the oil between applications. Handling instructions and precautions outlined in this MSDS should be followed when handling this product.
NTP:	This product contains no ingredients classified as carcinogens.
OSHA:	This product contains no ingredients classified as carcinogens.
CA PROP 65:	This product contains chemicals in trace quantities that are on the California Proposition 65 List.

---

## SECTION 12: ECOLOGICAL INFORMATION

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AQUATIC RELEASE: Advise authorities if product has entered or may enter watercourses or sewer drains.

---

## SECTION 13: DISPOSAL INFORMATION

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WASTE DISPOSAL METHOD: Observe Federal, State, and Local regulations covering product spills.

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## SECTION 14: TRANSPORT INFORMATION

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U.S. DEPARTMENT OF TRANSPORTATION	Not regulated as a hazardous material for transportation.
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## SECTION 15: REGULATORY INFORMATION

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### U.S. FEDERAL REGULATIONS:

TSCA (TOXIC SUBSTANCE CONTROL ACT) REGISTRY: Listed

CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT):  
Petroleum emulsions are not a hazardous substance under CERCLA.

### SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT):

**Section 302/304:** Petroleum emulsions are not a hazardous chemical under 40 CFR Part 355. Petroleum emulsions are not listed as an extremely hazardous substance in 40 CFR Part 355, and are not known to contain an extremely hazardous substance in a concentration greater than one percent by weight.

**Section 311/312:**

Acute Health Hazard:	No
Chronic Health Hazard:	Yes
Fire Hazard:	No
Pressure Release Hazard:	No
Reactivity Hazard:	No

**Section 313:** This product is not known to contain any components in concentrations above *de minimus* levels that are listed as toxic in 40 CFR Part 372 pursuant to the requirements of Section 313 of SARA.

**WHMIS:** D2A

**OSHA:** 29 CFR 1910.1200 (Hazard Communication) required

**STATE REGULATIONS:** Mineral oil, petroleum extracts, heavy naphthenic distillate solvent appears on one or more of the hazardous substances lists in the following states:

MA

---

## SECTION 16: OTHER INFORMATION

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The information provided in this Material Safety Data Sheet is believed to be accurate and reliable on and as of the date on page one. However, this Material Safety Data Sheet is not a guarantee or warranty of any kind, express or implied. Any and all warranties of merchantability and/or fitness for a particular purpose are specifically disclaimed. It is the user's responsibility to determine the conditions under which the product is used, including the selection of engineering controls, work practices and Personal Protective Equipment to minimize hazards.

Corrective Asphalt Materials, LLC (CAM, LLC) manufactures CRF and certifies the final product will comply with the following TRICOR REFINING, LLC specifications.

**CRF® Crackfiller / Restorative Seal  
Specification Sheet**

**PRODUCT SPECIFICATIONS:**

Test on Emulsion	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D-244	25-150
Sieve Test, % w	ASTM D-244 (Mod) <sup>1</sup>	0.1 max.
Particle Charge Test	ASTM D-244	Positive
Cement Mixing Test, % w	ASTM D-244	2.0 max.
Pumping Stability	<u>                    </u> <sup>2</sup>	Pass
5-day Settlement Test, % w	ASTM D-244	5.0 max.
Residue, % w	ASTM D-244 (Mod) <sup>3</sup>	64 min.

Test on Residue from Distillation	Test Method	Requirements
Viscosity @ 60°C, cSt	ASTM D-2170	1,000-4,000
Maltene Distribution Ratio $\frac{PC + A_1^4}{S + A_2}$	ASTM D-2006-70	0.7-1.1
PC/S Ratio	ASTM D-2006-70	0.5 min.
Asphaltenes, %w	ASTM D-2006-70	11.0 max.

<sup>1</sup> Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>2</sup> Pumping stability is determined by charging 450 ml of emulsion into one-liter beaker and circulating the emulsion through a gear pump (Roper 29.B22621) having 3/4" inlet and outlet. The emulsion passes if there is no significant oil separation after circulating ten minutes.

<sup>3</sup> ASTM D-244 Evaporation Test for percent of residue is modified by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cooling immediately and calculating results.

<sup>4</sup> In the Maltene Distribution Ratio Test by ASTM Method D2006-70:

PC = Polar Compounds,      A<sub>1</sub> = First Acidaffins,  
A<sub>2</sub> = Second Acidaffins,    S = Saturated Hydrocarbons.

Product shall be freeze stabilized and if freezing has occurred a homogeneous mixture shall be obtained when the material has thawed and been thoroughly mixed.

Robert E. Boyer

# **Asphalt Rejuvenators “Fact, or Fable”**

**Robert E. Boyer, Ph.D., P.E.  
Senior District Engineer  
Asphalt Institute**



***ASPHALT INSTITUTE***

**2639-B Lisenby Avenue  
Panama City, FL 32405  
PH: 850-763-3363  
FAX: 850-763-253**

**Prepared for Presentation at the  
Transportation Systems 2000 (TS2K) Workshop  
San Antonio, Texas  
February 28 – March 3, 2000**

Robert E. Boyer

## **ASPHALT REJUVENATORS – “Fact, or Fable”**

**By: Robert E. Boyer. Ph.D., P.E.**

There are numerous methods being employed for asphalt pavement preservation, including rejuvenator emulsions, asphalt emulsion fog seals, a variety of surface treatments (including slurry and micro surfacing technologies), and emerging asphalt thin overlay technologies. These methods range in cost from approximately \$0.50 to \$2.50 per square yard. To make the most of maintenance budgets, many agencies have resorted to the use of asphalt rejuvenators as an alternative to revive aging and brittle asphalt pavements. With the proven performance of asphalt rejuvenators to revive an aging pavement, the pavement engineer has an economical method to extend pavement life. This type asphalt pavement treatment has the potential to extend the life of an asphalt pavement for several years beyond the point where rehabilitation, or major reconstruction would normally be required; thus significantly decreasing the pavements annual maintenance costs.

The objective of this discussion is to establish criteria necessary to ascertain the performance of a rejuvenator; i.e., the material parameters and a method of measuring its performance. Subsequently, the results of research programs and construction projects are reviewed. Lastly, recommendations are advanced concerning the use of rejuvenators.

## CRITERIA FOR A REJUVENATOR

Asphalt binders cannot be represented by a single chemical formula. The American Society of Testing and Materials (ASTM) defines it as "a dark brown to black cementitious material in which the predominating constituents are bitumens which occur in nature or are obtained in petroleum processing."

Asphalt binders are, however, fractionated into two subdivisions, i.e., asphaltenes and maltenes as depicted in Figure 1. Asphaltenes (A) are defined as that fraction of the asphalt insoluble in n-pentane. The function of the asphaltenes is to serve as a bodying agent. Maltenes is the collective name for the remainder of the asphalt material left after precipitation of the asphaltenes. Four principle bodies of maltenes have been identified and each has a specific function. These four bodies are:

- Polar compounds or Nitrogen bases (N) - components of highly reactive resins, which act as a peptizer for the asphaltenes.
- First acidifins ( $A_1$ ) - components of resinous hydrocarbons which function as a solvent for the peptized asphaltenes.
- Second acidifins ( $A_2$ ) - components of slightly unsaturated hydrocarbons that also serve as a solvent for the peptized asphaltenes.



Robert E. Boyer

- Saturated hydrocarbons or paraffins (P) – components of hydrocarbons, which function as a jelling agent for the asphalt components.

The cementing agent in an asphalt pavement, the asphalt binder (normally 4-7% by weight) represents the component that experiences premature hardening as a result of oxidation. Asphalt pavements, which are structurally sound, deteriorate as a result of oxidation and occasionally as a result of incorrect design or improper construction practice. The first phenomena, that of oxidation, is prevalent in all asphalt pavements, and is the subject addressed in this discussion.

In tests conducted by Rostler and White (1), it was reported that the "A" and "P" asphalt components were the most stable; and the "N", "A<sub>1</sub>", and "A<sub>2</sub>" components were more subject to oxidation in descending order, respectively. Consequently, during oxidation the "N" components convert to "A" components rapidly while the conversion process for the "A<sub>1</sub>" and "A<sub>2</sub>" components proceed at a slower rate. This process results in an increase in the "A" fraction of asphalt with time, and decreases the "N", "A<sub>1</sub>", and "A<sub>2</sub>" components. It was also reported the "the maltenes parameter  $(N+A_1)/(P+A_2)$ , the ratio of chemically more active to less reactive components present in the asphalt binder, is a measure of predictable durability."

During the process of weathering or oxidation, the ratio of maltenes to asphaltenes is reduced with the result being a dry and brittle pavement. Therefore, if a rejuvenator is to successfully resurrect an aged facility, it must be able to penetrate the pavement and to a

limited depth improve or restore the maltenes to asphaltenes balance. A reasonable measure of the ability of a rejuvenator to improve a pavement's durability can be had:

- By comparing the penetration at 25°C (77°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the viscosity at 60°C (140°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the percentage loss of aggregate when untreated and treated samples are subjected to a pellet abrasion test.

The latter two methods were employed by Rostler and White (1) in laboratory tests performed on prototype asphalt rejuvenators. The use of asphalt viscosity and penetration values has been incorporated into the contract specifications for Federal and Public Works rejuvenation contracts.

In summary, the criteria for a rejuvenator must involve two phenomena:

- First, the product must contain maltenes fractions of asphalt in order to improve and balance the maltenes to asphaltenes ratio.
- Secondly, a test method must be employed to measure improved durability of a pavement; e.g., an asphalt penetration, viscosity, or abrasion loss test.

## TEST PROGRAMS

Billions of square yards of asphalt pavements make up more than 93 percent of the U.S. pavement infrastructure, and there is a growing interest to employ rejuvenators as an economic pavement preservation technique. Documentation regarding asphalt pavement rejuvenator practice and performance is needed to support Agency Pavement Preservation Programs. Several research efforts have been conducted in an effort to document application of the asphalt rejuvenators. They include:

- A study sponsored by the Air Force Weapons Laboratory, dated May 1970, entitled "Rejuvenation of Asphalt Pavement" (1) which consisted of a laboratory investigation of five products. The method of investigation entailed preparation of sand/asphalt briquettes composed of graded Ottawa sand, Portland cement and asphalt of specified penetration values. Test briquettes were subjected to equal application rates of five rejuvenator products, aged until one-half of the volatile constituents of the rejuvenating agent was lost, and subsequently, subjected to various tests, including permeability, depth of penetration, viscosity, and pellet abrasion. The conclusion of this study revealed that Reclamite and Koppers Bituminous Pavement Rejuvenator (BPR) performed as asphalt rejuvenators in that the viscosity of the asphalt binder was improved and the loss of aggregate from the pellet abrasion test was substantially reduced by application of both products. This conclusion was based on comparisons with untreated control samples and the other products.

- Technical Report R690 (2), dated August 1970, sponsored by the Naval Facilities Engineering Command and conducted by the Naval Civil Engineering Laboratory at Port Hueneme, California, which consisted of a study of the claims of the proprietary product called Reclamite. The report approached the subject in a neutral manner and balanced the claims of the manufacturer against actual field use by several agencies, including several Federal users, the California State Division of Highways and several city and county governments. The conclusion was that the manufacturer's claims for the performance of Reclamite were essentially correct and no further investigations were required to determine the effectiveness of the product.
- Evaluation of Reclamite by the U.S. Navy as reported in their publication "Value Engineering," dated August 1973 (3). This report concerned the application of Reclamite on three roads at the Naval Weapons Center, China Lake, California. The project involved treating the three roads with Reclamite and retaining an untreated test section at each test site. At periodic intervals, judgements, photographs, and core samples for asphalt penetration measurements were taken to assess the effectiveness of the product. The test covered a period of almost two years. The conclusion of this evaluation revealed that field tests and laboratory reports "show conclusively that Reclamite does prolong the life of asphalt concrete pavements."
- A study, sponsored by the Air Force Civil Engineering Center and accomplished by the U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg,

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Mississippi, February 1976 (4), involved treating adjacent pavement areas at three Air Force bases with four proprietary rejuvenator products and an asphalt emulsion seal. The tests were conducted at a base in the dry, hot southwestern part of the United States, a base in the humid, hot southeastern part of the country, and a third base located in the cold north-central part of the country. The study covered a period of four years and reached the conclusion that Koppers BPR, Reclamite, and Petroset do rejuvenate the old asphalt binder while Gilsabind and SS-1 Asphalt Emulsion have a hardening effect. Other conclusions were reported, including an indication that the viscosity of treated asphalt is a better indicator of the rejuvenating effect of the materials tested than was the penetration test. There have been no comprehensive independent tests comparing the performance of asphalt rejuvenators since this study was completed (6). Since 1995, at least two rejuvenator products have been introduced into the market; however, the FAA continues to rely on the data presented in the Air Force study.

## **CASE EXPERIENCE**

Asphalt rejuvenators have been used extensively by Federal, State, County and Municipal Agencies over the past 15 years, and predicated on past performance results, it is noted that there are clear-cut opinions regarding success of a rejuvenator product. Once a rejuvenator product has been used, a pavement engineer's opinion appears to be that the project was either totally successful, or completely ineffective. It is hypothesized that these diverse

attitudes stem from proper and improper application of a product, rather than the performance of a product itself.

As rejuvenators increase in popularity, proprietary specifications are being given widespread use. Initially, this situation did not create any major problems, as the manufacture of rejuvenators was regional with competitive products separated by the distance across the United States. Typical examples of projects accomplished under method type specifications were US395, North of Carson City, Nevada, which was treated with Reclamite at a rate of .12 gallons per square yard in 1965, and an airfield pavement at Wright-Patterson AFB, Ohio, treated with Koppers BP at a rate of .15 gallons per square yard in 1972. As use of the products increased and competition intensified, proprietary specifications were challenged. Specifications were then written to permit competitive products. A specified rate was included in the contractual documents. This practice is common in current specifications. However, the rejuvenator products perform differently among themselves in a given environment, and differently within themselves in changing environments. Therefore, a given application rate, in most projects, does not insure a desired end product. In a project at Kincheloe AFB, Michigan, in the summer of 1974, a performance specification was used. The specification called for a 30 percent increase in the penetration of the asphalt in the top 1/4 inch of the pavement 60 days subsequent to application. Cores were required prior to treatment and 60 days subsequent to application. The contractor used Reclamite and achieved an average increase in the asphalt penetration of approximately 120 percent.

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Further restrictions are suggested to govern application rates to avoid unacceptable anti-skid, softness and/or performance characteristics. These were:

"The contractor shall be responsible for conducting preliminary testing to determine the proper application rate for the rejuvenator so as to achieve the required end results specified above. This shall be accomplished without causing the pavement to become unstable to 90 degree turns of an automobile at 5 MPH, or exhibit more than a 25 percent loss in measured friction resistance values at 12 hour periods subsequent to application of the rejuvenator," and

"Should the required increase in penetration value not be achieved, additional applications of the rejuvenator and mineral aggregate shall be made at application rates not to exceed 50 percent of the initial application rate. Retreatment and retesting shall be at the expense of the contractor. The Contracting Officer shall hold the contractor's performance bond in full force and effect until final test data indicates the work was completed in accordance with the specifications."

A contract was awarded in June 1976. The rejuvenator product Reclamite was used and the contract was accomplished and successfully completed with the above specification requirements in November 1976. This was the first documented case of using a rejuvenator emulsion performance specification on an asphalt pavement. Satisfactory performance guidelines or targets should be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder. In the case of asphalt pavements less than 2 years old, the viscosity shall be reduced by a minimum of 20 percent and the penetration shall be increased by a minimum of 10 percent. For asphalt

pavements more than 2 years old, the viscosity shall be reduced by a minimum of 40 percent and the penetration value shall be increased by a minimum of 20 percent. Testing shall be performed on recovered asphalt binder from the pavement to a depth of three-eighths (3/8") inch. Standard ASTM Test methods to measure the viscosity @ 60°C (140°F) and penetration @ 25°C (77°F) on the recovered asphalt binder should be specified. Treated test cores will be extracted no sooner than 60 days following rejuvenation of pavement, or as approved by the Contracting Agency.

#### **USING REJUVENATORS - GUIDE**

All rejuvenators are applied in the same way--by spraying the chemical onto the pavement surface with an asphalt distributor. However, from this point the procedures vary because of the different products and because of the different end results desired. Discussion of the use of rejuvenators can be considered in three separate categories; new construction, maintenance, and re-construction.

Using a rejuvenator on new construction does not seem to be logical at first glance. However, it has been established that the greatest change in composition of an asphalt binder takes place during the manufacture of the hot mix asphalt (HMA). Applying a rejuvenator to a new surface a few weeks after it has been laid does several things to the pavement. Besides restoring the original asphalt properties that were lost in the HMA manufacture, the chemical assists in sealing the pavement as well as in improving the durability of the surface course.



Maintenance can be subdivided into preventive and corrective maintenance. Preventive maintenance should be applied to pavements at the first signs of aging of the surface course, pitting, raveling, shrinkage, and cracking. Some pavement experts maintain that preventive maintenance should begin before any of these described signs occur. However, to do this, there must be a certain amount of clairvoyance involved in determining the right time before these conditions show up. Starting a maintenance program too early can become a costly item. Nonetheless, applying the rejuvenator at periodic intervals can restore the asphaltene-maltene balance so essential to maintain a ductile, pliable pavement. This type of preventive maintenance is particularly applicable to pavements in the hot, dry southwestern section of the country.

Corrective maintenance involves reworking and salvaging existing road mixes. Using a rejuvenator in this type of maintenance can facilitate scarifying and mixing. It will aid in re-plasticizing old asphalt and improve its durability. This form of maintenance should be considered when the road mix surface appears weathered and crusted and cannot be restored by applying only a rejuvenator.

The third category of rejuvenator use is that of re-construction. This involves more than applying a rejuvenator emulsion onto the surface and rolling the treated pavement. Work in the category is undertaken when the pavement has outlived its life; when preventive maintenance has failed to stop the pavement deterioration; or when a HMA overlay is to be placed over the existing pavement. The overlayment may be due to a need for increased

structural strength, or it may be necessitated by failure of the old surface to respond to normal maintenance.

If the existing pavement possesses good structural qualities and the overlay is being placed to increase its strength, a rejuvenator can be applied to the old surface several days before the overlay is constructed. This application will cause the existing surface to soften, regain some of its original ductility, and will promote a good bond between the old and new surfaces.

Where the existing surface has progressed to a condition where cracking, pitting, and raveling has occurred, and it is feared that these structural deformations will reflect through the new pavement, different procedures are being advanced. Cracks as much as two inches deep in the airfield pavements at the civilian airport at Augusta, Georgia were repaired by a treatment with Koppers BPR and a lengthy follow-on program of constant rolling (5). Reclamite, on the other hand, has had excellent success with heater planing and heater mixing of old pavements. One of the most successful projects of this nature was completed at the El Paso International Airport. The heater-planer process involves heating the surface of the existing pavement with a traveling infrared heat source. Once the old asphalt is heated, it becomes very pliable for a short period of time. During this time of pliability, a sharp blade following the application of heat peels off the oxidized or deteriorated asphalt to the desired depth. The applicator truck follows immediately behind the heater-planer. Once the old asphalt is removed, the process is similar to that described previously, i.e., the rejuvenator helps to rejuvenate the old surface and promotes a good bond between the old

and new pavements. The heater-scarified method is very much like the heater-planer method. The difference is that instead of planing off the old surface, the pavement is scarified to the desired depth, usually less than an inch, then treated with the rejuvenator. The new asphalt, if an overlay is to follow, is laid directly over the treated and scarified material. The thickness of the overlay lift may be as small as three-fourths to one inch.

An advantage of the heater-planer or heater-scarified method is readily evident when one considers grades and drainage when several overlays are applied to city streets. By continuing to use the existing material, restoring and balancing the asphaltene-maltene ratio through rejuvenators, expensive hot mix is no longer needed and design drainage elevations between curbs can be maintained for longer periods.

## **RECOMMENDATIONS**

- Rejuvenators should be applied before raveling and other serious deterioration begins. A final conclusion reached is that problems may be experience with of improper rates
- The Using Agency should adopt a performance type specification.
- Develop a periodic maintenance program using rejuvenators in three to five year cycles will extend the life of existing pavements.
- The secret to proper rejuvenation application procedures is CAUTION. It is better to apply two or more low-rate applications of the emulsion to achieve the proper rate of application than to make only on pass and have it be too heavy. The

project engineer must be wary of areas that might contain free oil, grease, petroleum, or asphalt when applying the chemical. The engineer must also take care not to apply the rejuvenator to a densely graded pavement or to a surface that has been treated in a manner that will prevent penetration by the rejuvenator.

## CONCLUSIONS

An asphalt rejuvenator emulsion offers three beneficial reactions:

- Increases penetration values and lowers the viscosity of the asphalt binder in the top portion of the pavement, which extends the pavement's life cycle.
- Seals the pavement against intrusion of air and water, thereby slowing oxidation, preventing stripping and raveling and protects the pavement in-depth.
- Increases the durability of the asphalt binder in the top portion of the pavement by improving the balance of chemical fractions of the asphalt binder.

As in most engineering projects, the project specifications are as important as the project design. The specifications should require a given measure of results rather than payment for quantity of emulsion. The reason for using a rejuvenator is to improve or restore the viscous properties of the asphalt; therefore, requiring the rejuvenator to achieve a given measure of standard penetration or measure of viscosity will insure a more satisfactory result than simply specifying a given rate of application.

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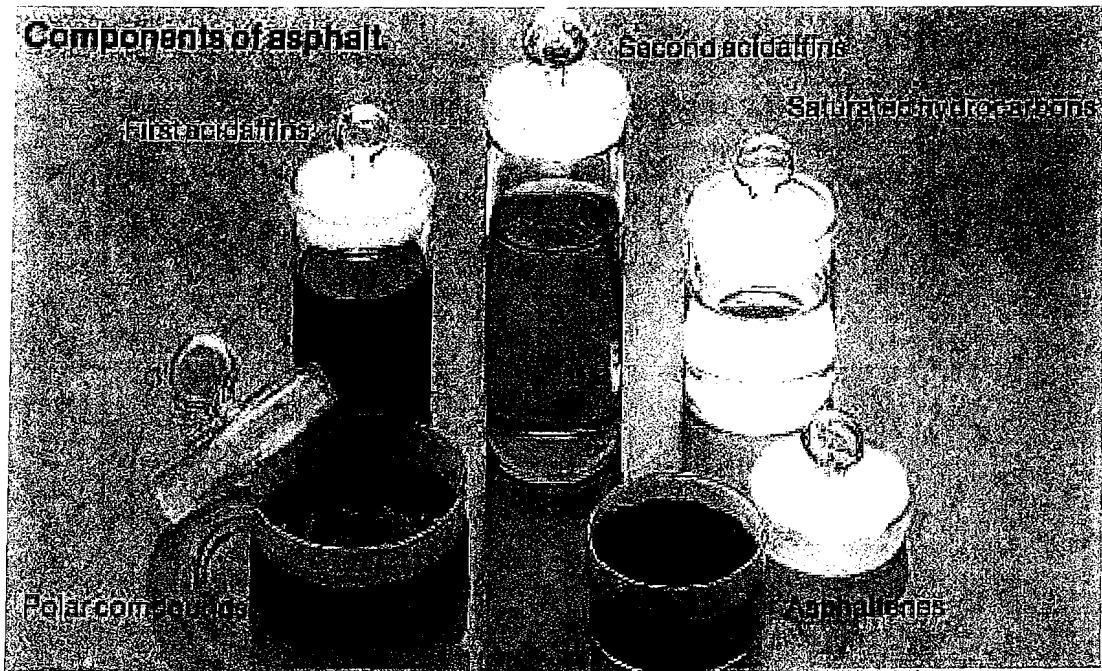


Figure 1. Asphalt Binder Fractions, Asphaltenes and Maltenes.



## **The Role of an Asphalt Rejuvenator in Pavement Preservation Use and Need for Asphalt Rejuvenation**

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### **ABSTRACT**

An asphalt rejuvenator was introduced in 1960 by the Golden Bear Oil Company. That product was Reclamite®. It has a history of use spanning 50 years. In an era of moderately low price asphalt products, this rejuvenator was ahead of its time. Hundreds of laboratory tests and field trials have been performed to determine the best possible formula and procedures for applying an asphalt rejuvenator.

There are many methods of surface treatments entailing use of asphalted emulsions with the predominant focus on gluing and binding the aggregate. Rejuvenators are derived from very specific crude stocks and are not as generic in their manufacture, thus on a national level, product availability as well as manufacturer/refiner marketing has impacted limited expansion and use of the products. But... asphalt rejuvenators have been one of the most field tested applications there are. This paper presents the technical components of an asphalt rejuvenator and how they differentiate from generic asphalt emulsions. Discussion is focused on fog seal use of rejuvenators. Long term test results are presented as well as a visual perspective showing the appearance of before and after treatments.

Conclusive history shows that a properly formulated asphalt rejuvenator meets stipulated requirements and is a proven method to extend pavement life at a low cost.

Keywords: Golden Bear Oil, maltenes, pavement preservation, RAP, rejuvenator, RAP, Reclamite®, Tricor, Witco.



## 1.0 INTRODUCTION

Pavement Preservation is now on the mind of every agency charged with maintaining their inventory of asphalt pavements. The current volatilities in crude have seen asphalt pricing skyrocket, then plunge. This rollercoaster has created a difficult task for agencies budgeting and controlling their maintenance dollars. Many county and state agencies over the years have evolved operations to perform their own in house chipseal or slurry applications. This method had become more of a nationwide industry standard to maintain asphalt pavements at a relatively low cost. Under present economic conditions gone are the days of agencies doing the large 35 to 50 mile wear course seal projects. Because of the structure of these in house agency programs, much of this work has and had been done on newer asphalt pavements incorporating roads into these programs that may not have required a wear course and were sealed because of that program in place, use of the in house equipment and use of in house manpower. It was simple and dollar funding, aggregate sources and low priced emulsion were available.

In our current economic climate there has not been a more opportune time for agencies to consider rejuvenator use. Price has never been the objection in the use of a rejuvenator. Rejuvenators have a very long history of use – 50 years to be exact and have been studied extensively from the Corps of Army Engineers, US Department of the Navy<sup>3</sup>, Independent States and the National Center for Pavement Preservation most recently in the National Sealer Binder Study and the California Pavement Preservation Center Fog Seal and Rejuvenator Study.

Yet...Very few have a good grasp on product use and what a rejuvenator is.

The intended use of an asphalt rejuvenator is to keep good roads in good condition. When evaluating pavement preservation treatments it is appropriate to think in terms of extended life rather than design life. "Pavement Preservation is to take a newly constructed pavement and extend its service life affording the agency significant real cost benefit savings." We now hear from the FHWA Expert Task Group Saying:

An effective pavement preservation program will address pavements while they are still in good condition before the onset of serious damage.

AASHTO Highway Subcommittee on Maintenance Says: Preventative maintenance is typically applied to pavement in good condition having significant remaining service life. As a major component of pavement preservation, preventative maintenance is a strategy of extending the service life by applying cost-effective treatments to the surface of structurally sound pavements.

Industry is also hearing much from the green movement; “rejuvenator use will reduce aggregate resource depletion, and dramatically reduce carbon emissions, for the least possible cost!” Reducing the carbon footprint is the widely used phrase.

As stated in the NCCP booklet titled <sup>1</sup>“A Quick Check of your Highway Department Health” Assume every lane mile of road in the network was rated by the number of service years remaining until the end of it’s life (terminal condition) If no improvements are made in 1 year then it’s remaining service life will decrease by 1 year except for those stacked at zero. The zero stack will increase significantly until the agency has the majority of road inventory in the zero stack and obviously no funding to change this. Assigning priorities to fixing worst first or reconstruction is a proven death spiral for agencies. This “zero stack” is the situation the majority of our regional cities and towns are now in.

So why is it that asphalt rejuvenators, a product studied more than many other types of treatments, yet so unknown by many in academia and those charged with maintaining our nation’s pavements having a good grasp of a rejuvenators use – both as a surface treatment tool and for RAP rejuvenation?

It is the writer’s opinion that to many, belief that the fluxing, solvency, co-mingling phenomenon that occurs is too good to be true. Of course in the product application there is a little pain for much gain. That pain is in terms of some product tracking because of a little longer cure time and the sanding that is routinely required as a blotter. In our rejuvenator studies different surfactant technology have been tested as well as base oil modification but the fact remains that in order for a rejuvenator to penetrate it cannot be retarded by blending in an asphalted emulsion or formulated into a quick dry emulsion. Once you stop the absorption then you lose the rejuvenation effectiveness. There are many asphalt emulsions being marketed that claim their rejuvenation capability. The fact remains if the emulsion breaks or cures on the pavement surface then it is sealing, not rejuvenating.

Commenting on conventional methods of gluing and binding, use of wear course seals. These methods leave a void in the pavement preservation curve – use of the too good to be true rejuvenator is now front and center.

Rejuvenators are derived from very specific crude stocks and are not as generic in their manufacture, thus on a national level, product availability as well as manufacturer/refiner marketing has impacted limited expansion and use of the products. But...asphalt rejuvenators have been one of the most field tested applications there are.

The Concept of Pavement Preservation with Rejuvenators:

- Is the maximizing performance of assets while minimizing the cost of ownership of those assets.
- Is establishing a minimum PCI for you inventory and working to increase that PCI
- Is about extending the RSL (remaining service life) of a pavement

## 2.0 SCOPE

Beginning in the mid 1950's, the rejuvenator Reclamite® was developed out of the work done by <sup>2</sup>Dr. Fritz Rostler and Richard White. "It is generally recognized that failures of asphalt pavements caused by embrittlement and other changes in physical properties during the aging process are due to chemical reactions of all or some of the asphalt components".

The approach of wear course seals – slurry and chipseal as with other asphalted emulsions is to bind and glue versus reconstituting the existing binder and improving it. They both have specific uses and it is the presenter's opinion that many pavements receive a wear course seal that are perfect candidates for rejuvenation for several reasons;

1. Because of lack of knowledge by the agency,
2. Promotion by the contractor,
3. The belief that a wear course will yield a longer service life.
4. Cosmetic Attributes

Many studies on both the cause and effect of asphalt aging have been reported. The interpretations of causes of aging range from; the assumption that asphalt hardening and embrittlement is purely phenomenon of evaporation of the light fractions; to more thorough explanations predicated on the correlation of chemical composition of asphalt to long-term performance on the road. That is the relationship of the chemical fractions that make up asphalt.

What are the main functions of an asphalt rejuvenating agent?

- They are engineered cationic emulsions containing maltenes, saturates (light fractions)
- Their primary purpose is to soften the stiffness of the oxidized AC pavement surface and flux with the asphalt binder to extend the life of the pavement surface by adjusting properties of the AC mixture. Maximum absorbance of the rejuvenator is expected.
- To extend the life expectancy or service life of the restored pavement.

To fulfill the above functions, there are keys to a properly formulated rejuvenator:

- Proper base is essential. A naphthenic or wax free base is ideal – the molecular make up offers more solvency or absorption and fluxing ability with the binder.
- Rejuvenators are manufactured as emulsions – typically 60-65% residual. They have the ability to "wet" the asphalt binder that is present.

Rostler developed what we refer to as the “Rostler Analysis”. This is ASTM Test D-2006-70 which determines the relationship of the light fractions maltenes/acidifins/saturates shown in Table 1. It sets the stage for a properly formulated rejuvenator.

**Table 1**

			Min	Max
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1}{S + A_2}$				

Chemical composition by ASTM Method D-2006-70:

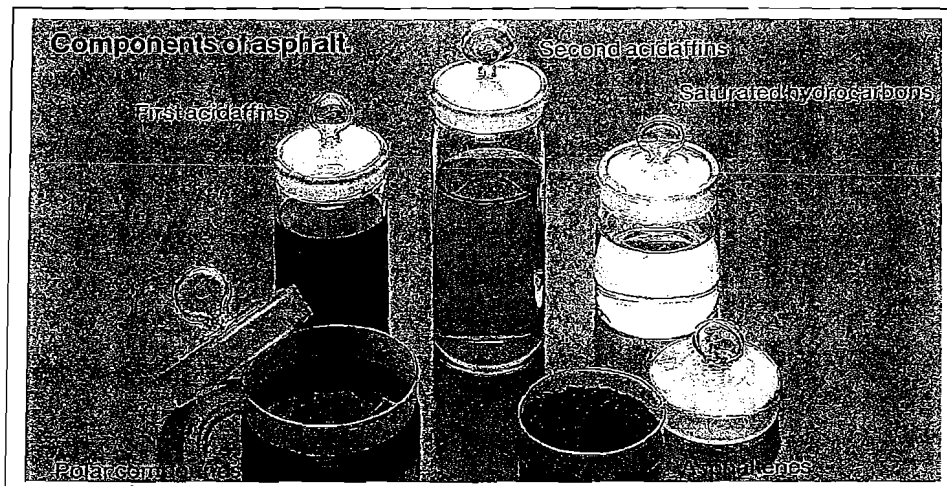
PC = Polar Compounds,      A<sub>1</sub> = First Acidifins.  
 A<sub>2</sub> = Second Acidifins,      S = Saturated Hydrocarbons.

Note: ASTM D-2006-70 (last updated in 1970) is also referred to as the Rostler Analysis because of the development by Fritz Rostler. The test was predominately used in the rubber extender industry and adopted for use by all suppliers including Tricor. This test has since been replaced in the rubber industry but the Rostler Analysis functions very well and produces valid test results and a better understanding of the chemical components for the rejuvenator oils and emulsions. Rostler spent a great deal of time working with the FHWA on this test method.

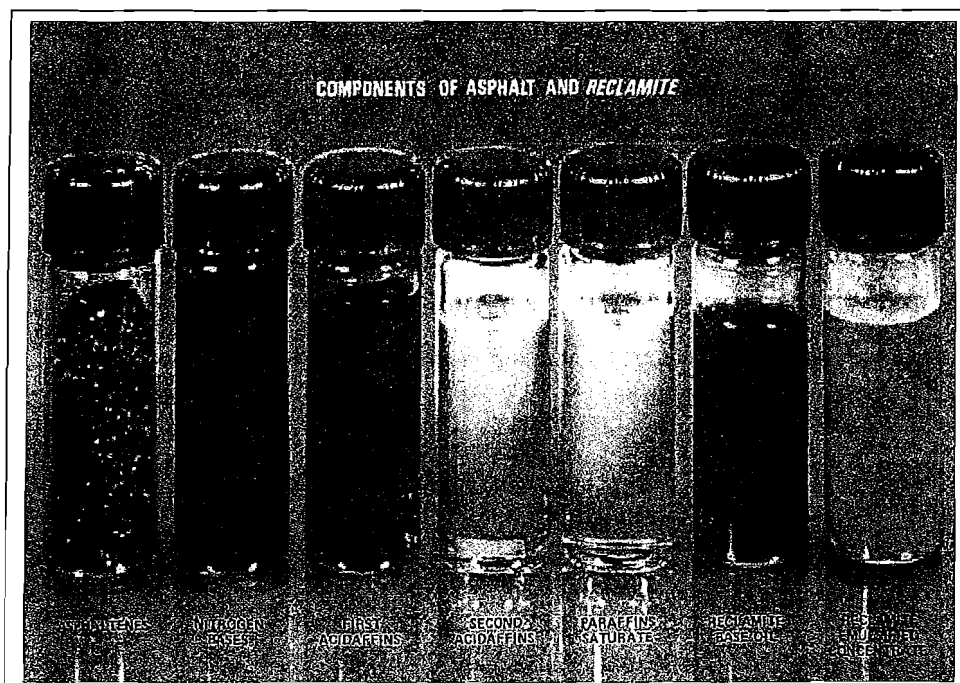
### 3.0 TECHNICAL

#### WHAT IS AN ASPHALT REJUVENATOR?

Asphalt consists of two main fractions shown in Figure 1: “asphaltenes” which are the hard brittle component, insoluble and not affected by oxidation and the highly reactive sub-fractions: “maltenes”. The maltenes are oily and resinous in appearance



**Figure 1**



**Figure**  
**2**

Rejuvenators need to be a fine-particle size cationic, oil in water emulsion of a selected blend of maltene components shown in Figure 2, tailored to facilitate and assure the desired mode of incorporation of the added maltene fractions, into an asphalt pavement. Specific properties are summarized in Table 2 on page 7.

Many features are considered and built into the rejuvenator formulation, keeping in mind that after penetration of the emulsion into the asphalt pavement the essential function is to deposit the blend of maltene fractions on the films of aged asphalt without disturbing the existing structure of the asphalt-aggregate mix with respect to adhesion, cohesion and stability. Of importance is that the deposited maltene fractions must then flux with the aged asphalt in place. Stability of the emulsion, ease of handling and simplicity of application are other significant objectives. A cationic emulsification system is needed which will penetrate rapidly into the pores of the asphalt pavement, without displacing the asphalt films from the aggregate or destroying the existing structure of the asphalt-aggregate mix. Figure 4 on Page 8 shows how the composition of asphalt changes

**Table 2****Asphalt Rejuvenating Emulsion Specification**

(There is actually 0% asphalt in a maltene rejuvenator) Up to 1% allowed for tank truck contamination)

**Specifications:**

Tests	Requirements Max.	Test Method		Min.
		ASTM	AASHTO	

<b>Tests on Emulsion:</b>				
Viscosity @ 25°C, SFS 40		D-244	T-59	15
Residue, % w <sup>(1)</sup> 65		D-244 (mod)	T-59 (mod)	60
Miscibility Test <sup>(2)</sup> Coagulation		D-244 (mod)	T-59 (mod)	No
Sieve Test, % w <sup>(3)</sup> 0.1		D-244 (Mod)	T-59 (mod)	---
Particle Charge Test Positive		D-244	T-59	
Percent Light Transmittance <sup>(4)</sup> 30		GB	GB	---
Cement Mixing 2.0		D-244		

<b>Tests on Residue from Distillation</b>				
Flash Point, COC, °C ---		D-92	T-48	196
Viscosity @ 60°C, cSt 200		D-445	---	100
Asphaltenes, %w 0.75		D-2006-70	---	0.4
Maltene Distribution Ratio 0.6 $\frac{PC + A_1}{S + A_2}$ <sup>(5)</sup>		D-2006-70	---	0.3
PC/S Ratio <sup>(5)</sup>		D-2006-70	---	0.5

<sup>1</sup>ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

<sup>2</sup>Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

<sup>3</sup>Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>4</sup>Test procedure is attached.

<sup>5</sup>Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A<sub>1</sub> = First Acidaffins.

There are differences of opinion in defining the chemical composition of asphalts. It is generally accepted that asphalt consists of two main fractions: asphaltenes and maltenes. The maltenes consist of sub fractions which are oily or resinous and chemically reactive.

The principal obstacle to understanding the chemistry of asphalt aging was the lack of a reliable method of subdividing and defining the resinous and oily fractions of the maltenes. The Rostler analysis provides such subdivision by determining four principal fractions of maltenes:

Polar Compounds	PC
First acidaffins	A <sub>1</sub>
Second acidaffins	A <sub>2</sub>
Saturates	S

The influence of maltenes on the durability of asphalts as cementing agents has been shown to depend on the ratio of these four fractions. The parameter:  $\frac{PC + A_1}{S + A_2}$

The ratio of the more reactive to the less reactive fractions has proved a useful guide. Figure 3 shows the typical changes in chemical composition with aging of a typical asphalt pavement.

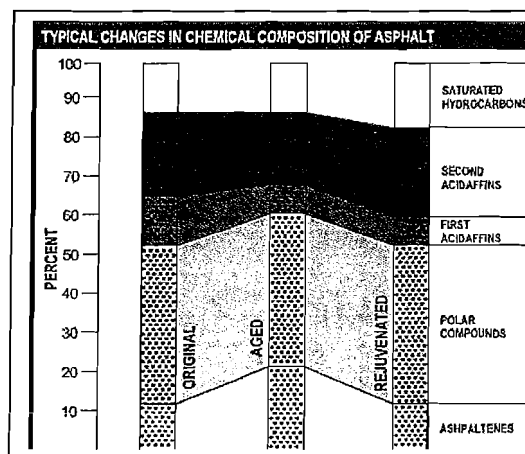


Figure 3

#### 4.0 MEASURING THE EFFECTIVENESS OF AN ASPHALT REJUVENATOR

We know the benefits of an asphalt rejuvenator are:

1. Increasing the penetration value of the asphalt cement in the top portion of the pavement which extends the pavement's lifecycle.
2. Sealing pavement against intrusion of air and water, thereby slowing oxidation, preventing stripping and raveling and protects the pavement in-depth.
3. Increasing the durability of the asphalt in the top portion of the pavement by improving the chemical composition of the asphalt cement.

#### **How to Measure the Effectiveness**

- Measure the reduction in viscosity of the aged asphalt binder to determine the rejuvenators effectiveness. (See Table 3)
- The viscosity of the recovered binder before and after treatment is determined.
- The test methods for the extraction and recovery of the asphalt binder and viscosity measurement need small quantities of mix.
- 4 inch or 6 inch pavement cores are taken and the viscosity of the recovered binder is measured
- Normally the top ½ inch layer of the core is removed for this determination.

#### **California DOT (Caltrans)<sup>4</sup> test methods are used:**

- California Test Method CT 348 – “Method of Test for Determining the Viscosity of Bituminous Materials by Means of the Sliding Plate Micro viscometer”
- California Test Method CT 365 – “Method of Test for the Micro-Recovery of Asphalt from Bituminous Core Slices”. (Penetration)

**Table 3**

<b>Core Location</b>	<b>Micro viscosity, 25°C, MP</b>		<b>Equivalent Penetration</b>
	<b>0.05 Sec-1</b>	<b>0.001 Sec-1</b>	
<b>R1 (Untreated)</b>	<b>53.0</b>	<b>750</b>	<b>14</b>
<b>R1 (Treated)</b>	<b>15.5</b>	<b>42.2</b>	<b>25</b>
<b>R2 (Untreated)</b>	<b>50.0</b>	<b>655</b>	<b>14</b>
<b>R2 (Treated)</b>	<b>7.6</b>	<b>20.8</b>	<b>41</b>



It is well documented and shown by the figures in Table 3 above and Table 4 how a rejuvenator adjusts viscosity:

- Restores proper balance among the five asphalt components.
- Restores flexibility and ductility to the top portion of the old, brittle pavement.
- Stops raveling and stripping of the aggregate.
- Road markings and striping will remain visible.
- Seals surface against intrusion of air and water.

#### Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate micro viscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are as follows:

Table 4<sup>5</sup>

Core #	Core Identification Travis County, Texas	Micro viscosity, 25°C, MP		Equivalent Penetration
		0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
1 B	“Before” Letti Lane	90.0	128.0	11
1 A	“After” Letti Lane	22.6	44.5	21
2 B	“Before” Cranston Drive	104.0	112.0	10
2 A	“After” Cranston Drive	30.0	75.0	18
3 B	“Before” Blackthorn Drive	39.1	255.0	16
3 A	“After” Blackthorn Drive	3.50	7.45	49
4 B	“Before” Shiner Street	40.6	120.0	16
4 A	“After” Shiner Street	3.75	9.50	48
5 B	“Before” Stormy Ridge Road	160.0	174.0	8
5 A	“After” Stormy Ridge Road	14.0	42.4	26
6 B	“Before” Briner Pass	78.5	148.0	10
6 A	“After” Briner Pass	2.52	5.20	57
7 B	“Before” Denim Trail	162.0	259.0	8
7 A	“After” Denim Trail	0.5	2.8	110

As shown in Table 4 above, viscosity is reduced and corresponding penetration values increased appreciably.

## 5.0 WHERE TO USE AN ASPHALT REJUVENATOR

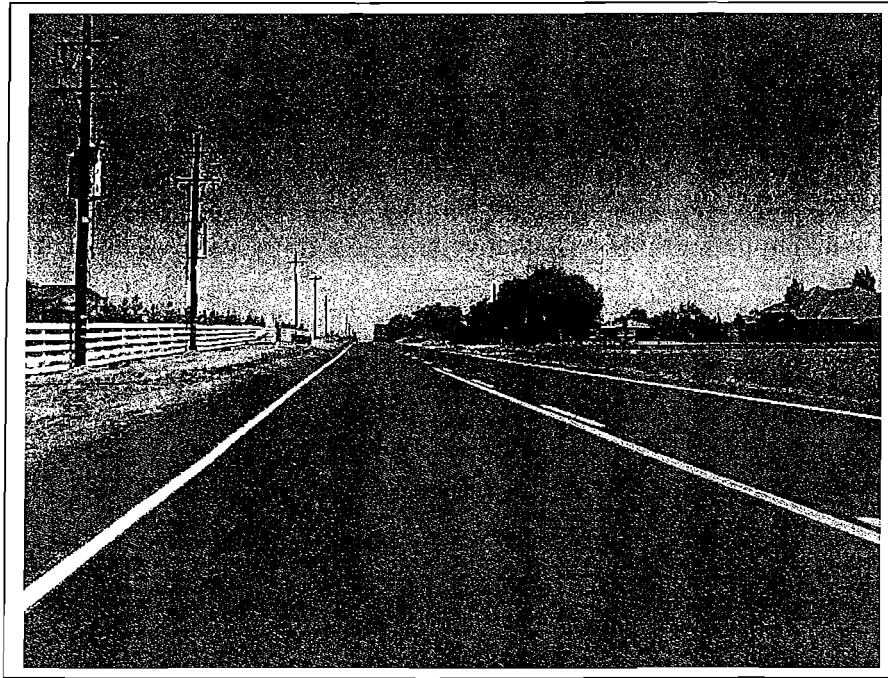
A well planned program of preventative maintenance is one which takes into consideration the characteristic behavior of asphalt. The aging process is caused by chemical changes in the asphalt. The original concept for the asphalt rejuvenator Reclamite® that came on the market in 1960 was a product that would reconstitute the asphalt. To keep “good” roads in “good” condition. The functional use was to revitalize aged asphalt in place, stop and reverse the shrinkage process which results in hairline cracking, to inhibit pitting and raveling, to reduce air and water permeability. This concept is unchanged today.

Asphalt Pavement Surface Treatments – the typical candidate is a asphalt pavement in the 3-7 year age range. But this is only a benchmark as rejuvenators are used as a construction seal to new asphalt to decrease permeability. They are used on segregated pavements, pitted and raveled pavements. The ideal candidate is a pavement with no base failure, good profile but showing the early signs of distress as stated above.



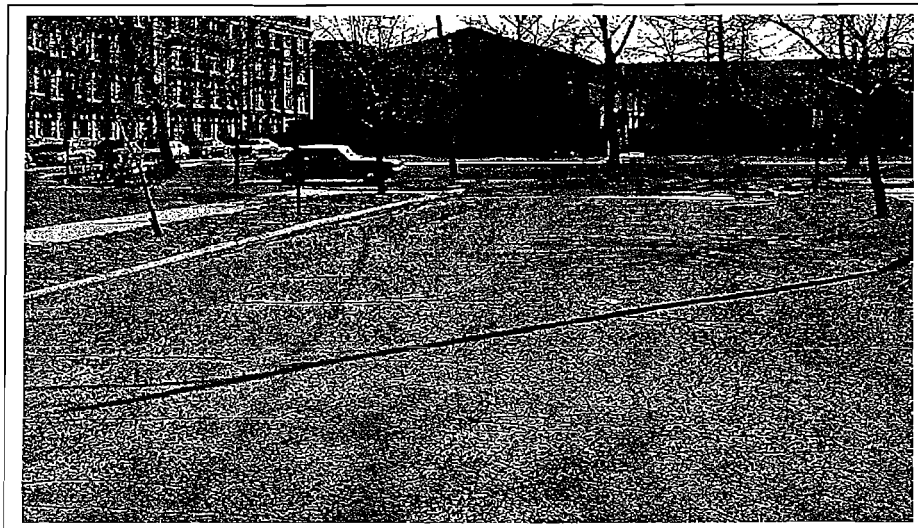
Photograph 1

Photograph 1 shows the tightening and densifying effect of a rejuvenator treated pavement. (State of Idaho)



Photograph 2

Photograph 2 shows the appearance of a treated road in the County of Merced, California



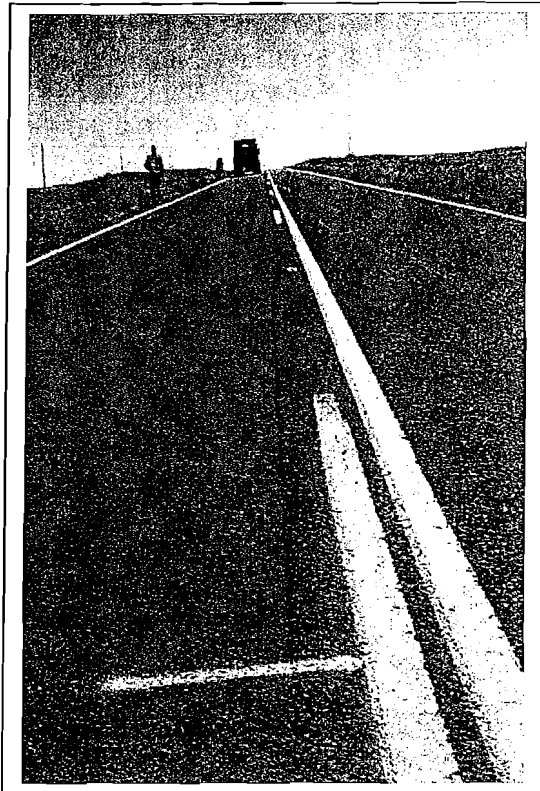
Photograph 3

Photograph 3 shows the results of a 10 year study between 1977 and 1987 – City of Cleveland, Ohio – rejuvenator application is to the left. Photo depicts the noticeable tightness and densifying of the binder.

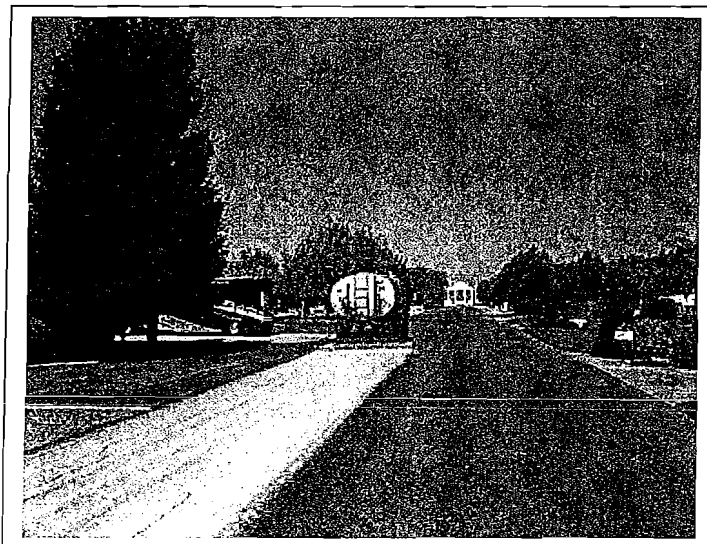
Photograph 4 taken October 19, 2006 , Reclamite® rejuvenator emulsion placed September 2001 Sealed for 5 Years

Reclamite® Engineered Emulsion Hwy 95  
40 miles north of US Interstate 40 , Winslow,  
Arizona. FP2 Sealer Binder Study

Note the fluxing, densifying of the binder in the  
Left lane which was sealed. The right lane was  
Unsealed.



Photograph 4



Photograph 5

Photograph 5 shows the typical appearance of a rejuvenator fog seal application  
City of Lemoore, California (Central Valley Region)

## 6.0 CONCLUSION AND COMMENTS

1. A properly formulated non asphalt base rejuvenator manufactured as an emulsion conclusively has shown its ability in 1000's of core tests to extend pavement life by restoring the light fractions (maltenes) to the oxidized and dry binder in the top  $\frac{1}{4}$  -  $\frac{3}{8}$  inch of asphalt surface when used as a fog seal application.
2. It is in this top portion of asphalt that surface distress makes its way to decay and erode the underlying asphalt. The maltene fractions "wet" the existing asphalt, fluxing with, densifying through their solvency effect with the binder. The molecular make of the naphthenic base oil used in the formulating provides this solvency all without the use of distillate or solvents as we know them.
3. The wetting densifying function reverses the drying effect caused by air, moisture, time to reverse the aging effects.
4. The rejuvenator seals the pavement against intrusion of air and water, thereby slowing oxidation, preventing stripping and raveling and protects the pavement in-depth.
5. The rejuvenator increases the durability of the asphalt in the top portion of the pavement by improving it's chemical composition.
6. In current global economic times – rejuvenators are the new green emulsion – no cutbacks or solvents, less use of haul trucks, less use of aggregate.
7. "With the right care, the miles don't show" - Engineered Asphalt Rejuvenator emulsions can be a maintenance department's lowest cost surface treatment alternative to extend pavement life

Non asphalted rejuvenators both as emulsions and base oils find use in both cold recycling and hot recycling. The end result is much the same as the fog seal rejuvenator use – restoration of the maltenes and restoring them in select chemical balance.

## ACKNOWLEDGEMENTS

The author would like to thank Tricor Refining, LLC, Bakersfield, California for the use of their history library.

## REFERENCES

1. California Test Methods. *State of California, Caltrans, Sacramento, California*
2. Galehouse L., Sorenson J. A Quick Check of Your Highway Health. *National Center for Pavement Preservation, FHWA Office of Asset Management. Publication no. FHWA-IF-07-006 July, 2006*
3. Rostler F, White, R. Influence of Chemical Composition of Asphalts on Performance Particularly Durability. *American Society For Testing Materials Special Technical Bulletin No. 277 1959*
4. Technical Report R690. Reclamite® as a Life Extender for Asphalt Concrete Pavements. *Navy Facilities Engineering Command, Port Hueneme, California August 1970*
5. Table 4 Ward Don, Director of Transportation Services Travis County, Austin, Texas, Wiggins Robert, Pavement Restoration, Inc., Boerne, Texas, Escobar Steven, Staugaard Bob, (APART) Asphalt Pavement and Recycling Technologies, Inc., Shafter, California
6. Photograph 5 Durante, Colin., Pavement Technology, Inc., Westlake, Ohio
7. Photographs and Figures courtesy of Tricor Refining, LLC



# Asphalt Pavement And Recycling Technologies, Inc.

5207 Minter Field Avenue  
Telephone: (661) 393-2748

Shafter, CA 93263  
Fax: (661) 393-2804

Report: 12-1210

December 18, 2012

Customer: City of University City Public Works and Parks Department –  
Errol Tate

Project: Project 1116 Asphalt Rejuvenation – City of University City, MO

Samples submitted: 12 pavement core samples identified as follows:

6800 Julian, CRF Untreated  
6800 Julian, CRF Untreated  
8000 Gannon, Reclamite Untreated  
8000 Gannon, Reclamite Untreated  
7700 Gannon, Reclamite Untreated  
7700 Gannon, Reclamite Untreated  
6800 Julian, CRF Treated  
6800 Julian, CRF Treated  
8000 Gannon, Reclamite Treated  
8000 Gannon, Reclamite Treated  
7700 Gannon, Reclamite Treated  
7700 Gannon, Reclamite Treated

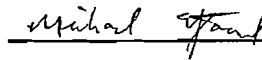
Application rate for treated pavement was not reported.  
Untreated core samples were taken on 09-20-12.  
Treated core samples were taken on 10-30-12.

## Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

## Conclusion:

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements.

  
\_\_\_\_\_

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.



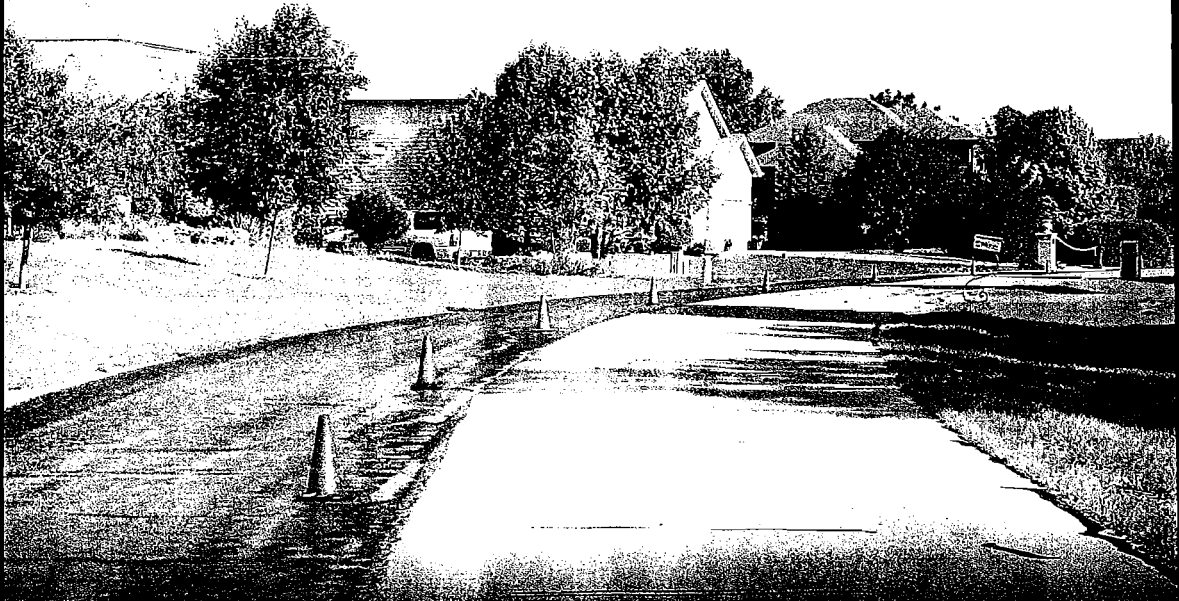
**Table I**  
**City of University City Public Works and Parks Department**

City of University City, Missouri  
Top 3/8" of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
<b>6800 Julian</b>			
CRF Untreated	36.17	152.7	17
CRF Untreated	26.98	109.2	19
CRF Treated	9.909	7.604	31
CRF Treated	11.81	9.425	29
% Increase in Penetration			67
% Decrease in Viscosity			191
<b>8000 Gannon</b>			
Reclamite Untreated	55.87	36.58	14
Reclamite Untreated	44.55	34.74	15
Reclamite Treated	5.687	4.148	39
Reclamite Treated	6.376	5.204	37
% Increase in Penetration			162
% Decrease in Viscosity			732
<b>7700 Gannon</b>			
Reclamite Untreated	98.12	59.97	10
Reclamite Untreated	83.03	60.76	11
Reclamite Treated	16.64	12.15	24
Reclamite Treated	15.47	10.96	25
% Increase in Penetration			133
% Decrease in Viscosity			464

# CRF

## Restorative Seal

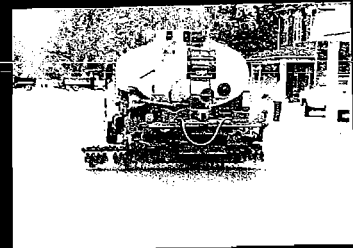
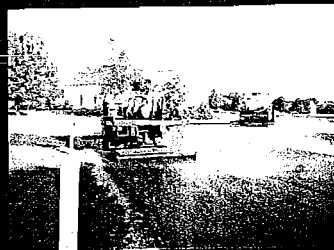


*The economic solution to restore deteriorated pavements...*

**CRF<sup>®</sup> Restorative Seal...** is applied to pavements that exhibit more moderate deterioration such as increased ravelling, loss of aggregate, brittleness, past the point where Reclamite<sup>®</sup>, our maltene based rejuvenator would be beneficial. CRF<sup>®</sup> Restorative Seal remains flexible and resilient to create a "seal in depth". CRF<sup>®</sup> is applied in conventional surface spray applications. Drag broom or scrub seal methods can be utilized to even out and work the emulsion/sand combination into the voids and cracks. CRF<sup>®</sup> Restorative Seal can provide an economical alternative to conventional wear course seals.

**Advantages:**

- Flexible Emulsion
- Long Storage Life
- Does not Require Heat
- Resilient
- Resists Oxidation



 **TRICOR** REFINING, LLC

PRODUCERS of GOLDEN BEAR PRESERVATION PRODUCTS

TRICOR REFINING, LLC. is a joint partnership of Ergon, Inc. and San Joaquin Refining, Inc.

# CRF<sup>®</sup>... *single product, dual application.*



CRF<sup>®</sup> provides pavement rejuvenation as well as sealing the pavement surface, unlike standard asphalt emulsion that hardens and becomes brittle. CRF<sup>®</sup> was designed to be a corrective maintenance product that effectively repairs cracks as a "cold pour crack filler" in concentrated form and provides a pavement "restorative seal" when applied in diluted form.



CRF<sup>®</sup> Restorative Seal is a petroleum oil and water cationic emulsion. Unlike standard asphalt emulsion, CRF<sup>®</sup> does not harden or "dry out" Designed as a one component emulsion that effectively repairs cracks in concentrated form, CRF<sup>®</sup> provides a excellent pavement restorative seal when applied in diluted form.

CRF<sup>®</sup> Restorative Seal is a modern sand seal product. Sand penetrates the emulsion and adds additional binder strength. This sand/emulsion combination is kneaded by vehicular traffic to provide a long term seal.

CRF<sup>®</sup> Restorative Seal is superior to standard asphalt emulsions: CSS or SS emulsions. Lower in asphaltene with rejuvenator qualities, it is less receptive to oxidation. Not just designed to "coat" the surface aggregate, CRF<sup>®</sup> holds the sand added to it and the emulsion fills surface voids with a very flexible product.

## HOW DO YOU APPLY CRF<sup>®</sup> RESTORATIVE SEAL?

CRF<sup>®</sup> Restorative Seal is diluted with water 2:1 (2 parts product to 1 part water) or 1:1. Typical cure time is 20 minutes to one hour with minimum ambient temperature of 10° C or 50°F and rising. Product stability is excellent. There is a simple procedure to determine the amount of CRF<sup>®</sup> Restorative Seal that a pavement can absorb by use of a test kit. The kit contains all the necessary materials and detailed instructions on test procedures to determine the quantity and rate of absorption.

There are several methods of application, which offer excellent results:

- RESTORATIVE SEAL:** consists of distributor truck application at a predetermined rate of spread, allowed to cure and then sand is applied.
- BROOM SEAL/ SCRUB SEAL:** application of a predetermined rate of spread by distributor truck, sand application after curing followed by a broom system to even out and work the sand into more of the open areas. With traffic's kneading action, CRF<sup>®</sup> will tighten up and seal the open areas.
- SQUEEGEE SEAL:** is an excellent restorative seal method of initially filling open areas with CRF<sup>®</sup> by working the product into those areas with a rubber blade. A second application can be made, if required, after the first is allowed to cure. Sand and roll using a rubber-tired roller. This method will seal the surface; repair cracks and distressed sections at a low cost. **This application is also used for "high production" crack filling.**

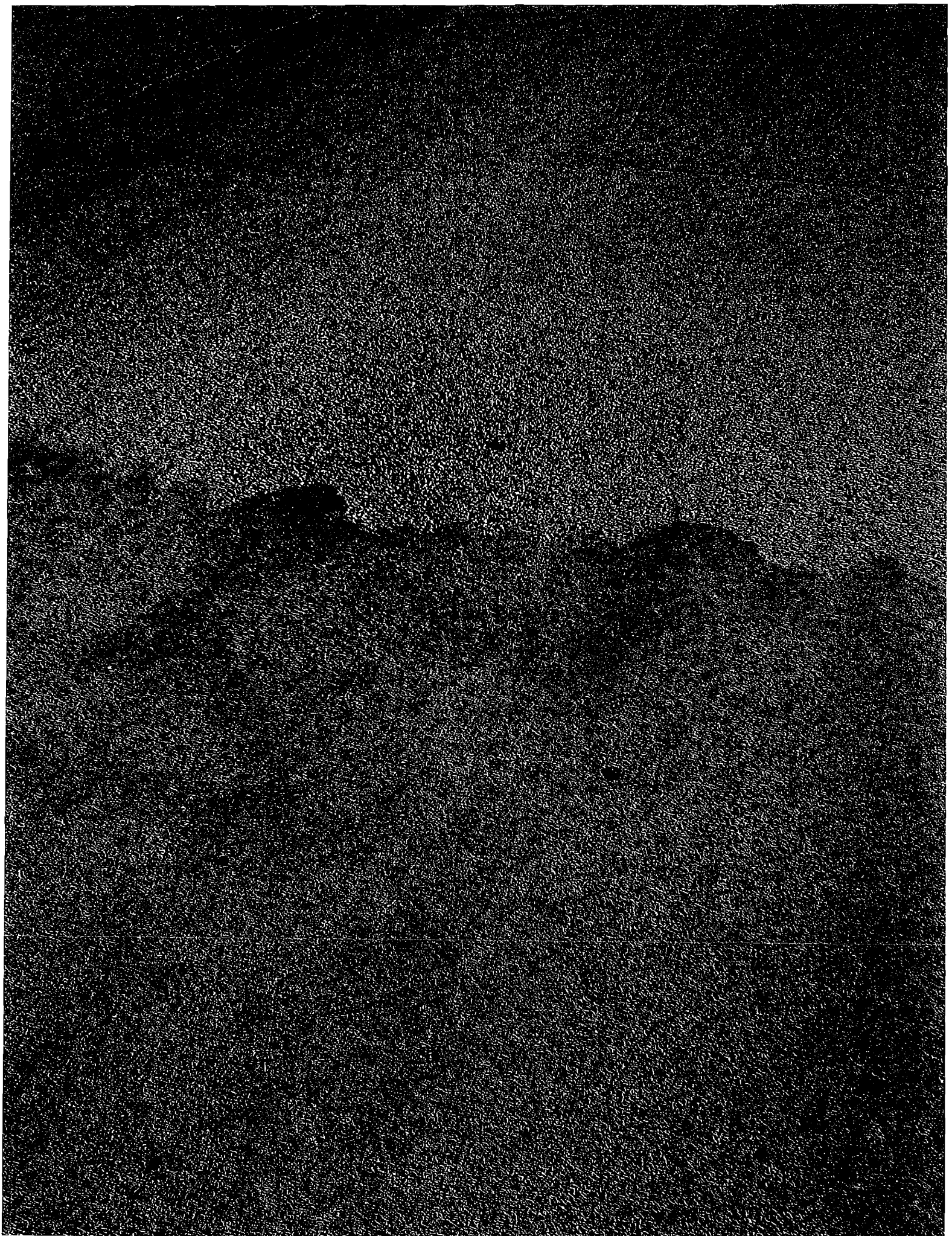


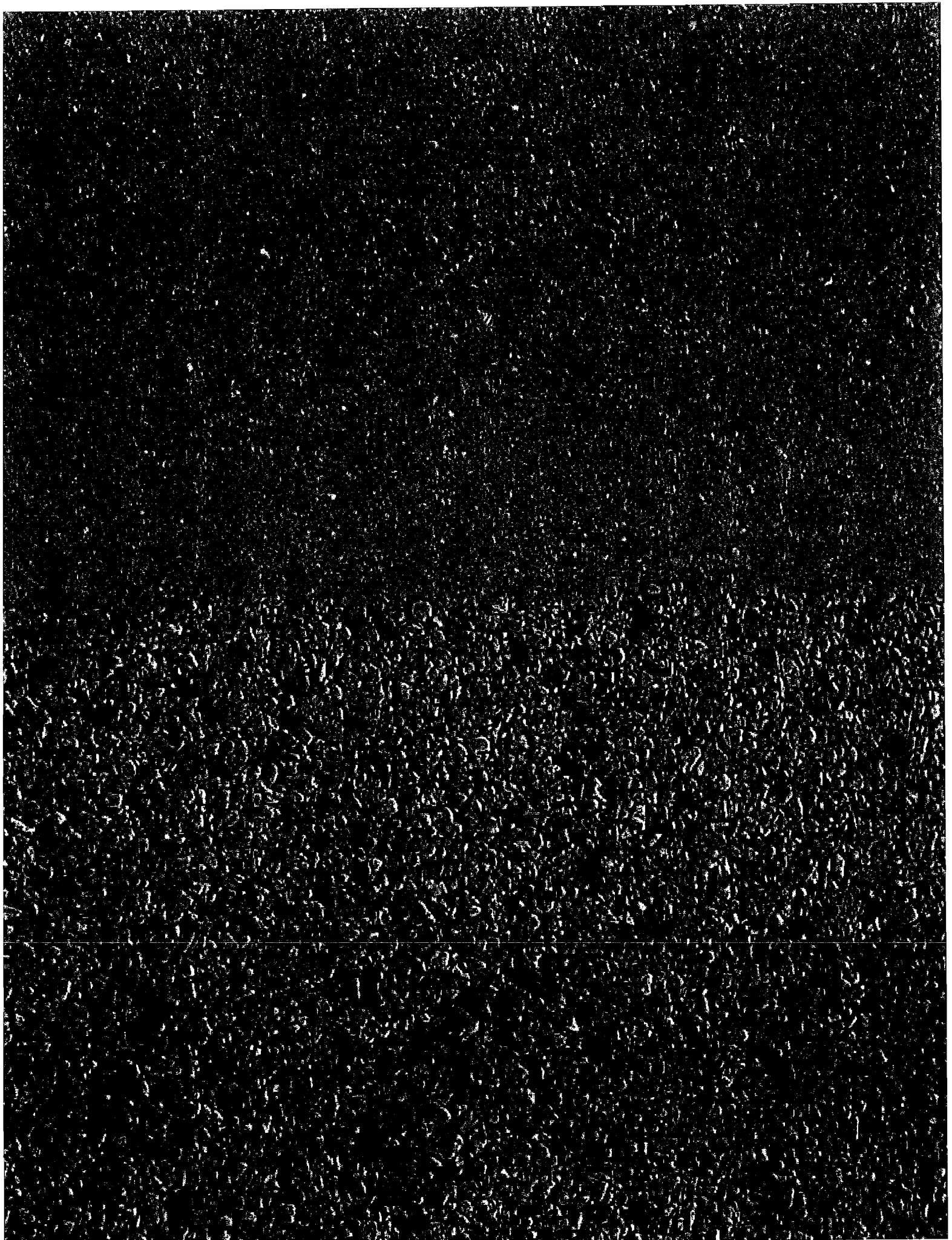
P.O. Box 5877, Bakersfield, CA 93388-5877

Phone 661.393.7110 ext. 107

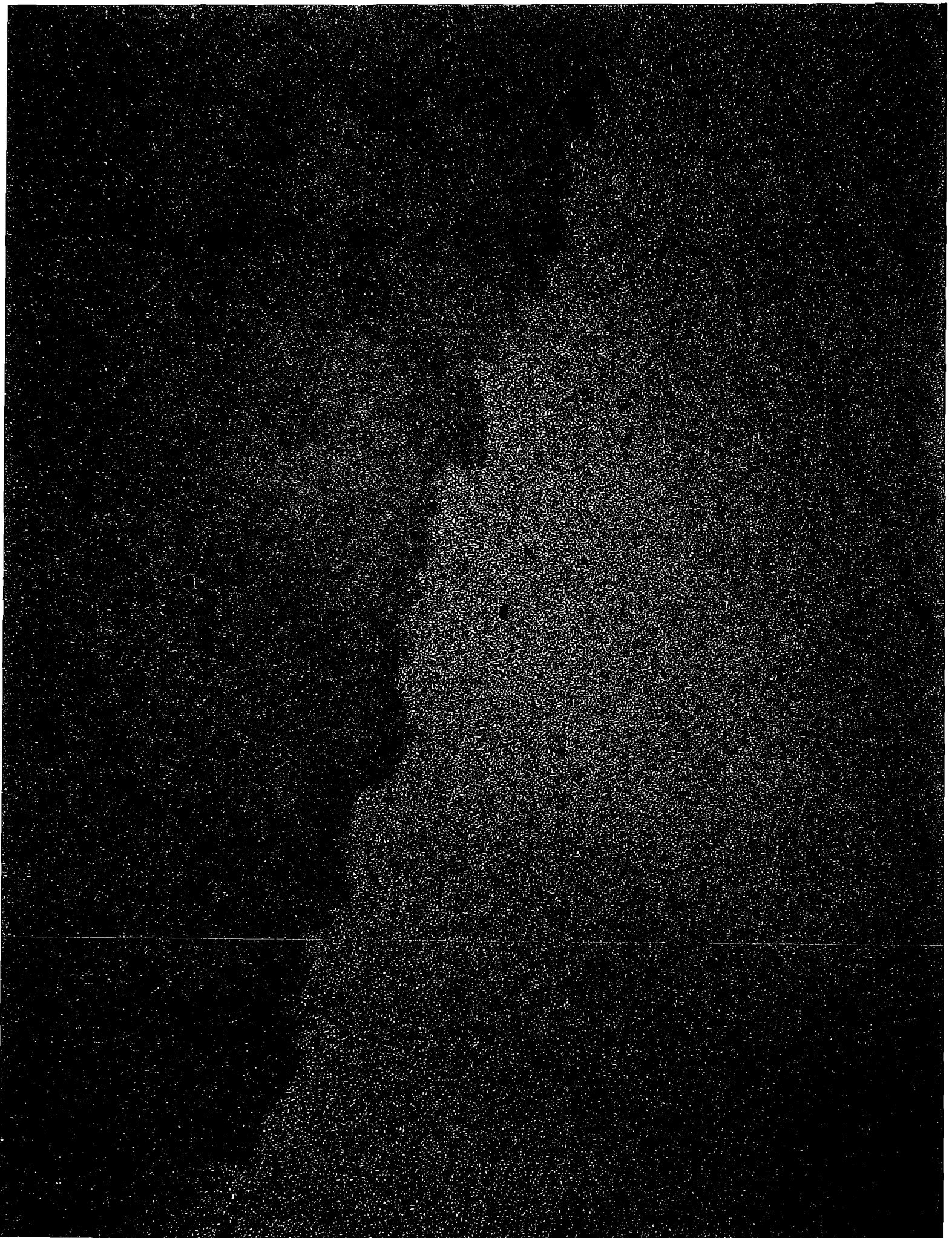
[www.tricorrefining.com](http://www.tricorrefining.com)

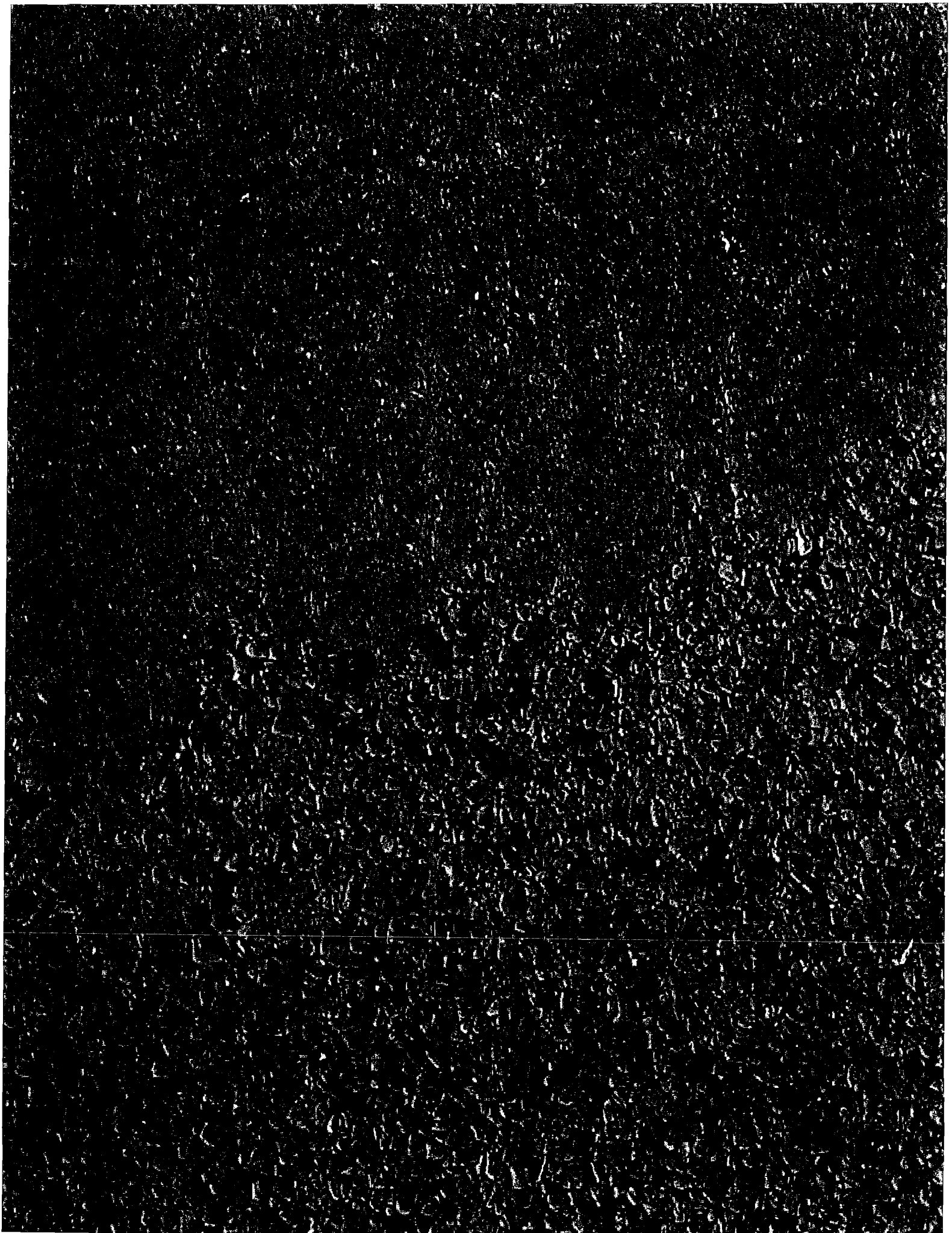
Your CRF<sup>®</sup> Distributor:











## Search Results

**Current Search Terms: corrective\* asphalt\* materials\* LLC\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1108.20130719-0907

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





393-2013

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Missouri Petroleum Products Company, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's proposal response and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**PROPOSAL NUMBER 31-12JUL13  
2013 Roadway Surface Seal Treatment Project – Crump Lane**

and agrees to perform all the work required by the contract as described in the Request for Proposal and any applicable addendum and plans. The contract award is to **be in the amount of \$12,327.84.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Instructions and General Conditions  
Introduction and General Information  
Scope of Services  
Contract Terms and Conditions for Awarded Contractor  
Proposal Submission Information  
Response / Pricing Page  
Bidder's Acknowledgment  
Work Authorization Certification  
Individual Affidavit  
Certification of Individual Bidder  
Signature and Identity of Offeror  
Certification Regarding Debarment  
Standard Terms and Conditions  
Prior Experience  
Statement of Offeror's Qualifications  
Anti-Collusion Statement  
Affidavit - Prevailing Wage  
Affidavit - OSHA Requirements  
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
Annual Wage Order #20  
"No Bid" Response Form

393-2013

**Contract Period:** The initial term of the resulting contract agreement for the proposed surface sealing treatment to Boone County roadways from this Request for Proposal will begin at the time of contract award and end upon project completion.

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained first in this Contract Agreement and second in the proposal specifications including project specifications and any applicable addenda shall prevail and control over the Contractor's proposal response.

Said specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the County Representative under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Court Administration.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; and shall comply with all reasonable scheduling instructions of the County Representative as the project is being completed in a working, open courthouse in which trials and other court business will be conducted throughout the term of this Contract Agreement.

393-2013

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: Twelve Thousand, Three Hundred Twenty Seven Dollars and Eighty Four Cents (\$12,327.84) as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

393-2013

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 8-27-13 at Columbia, Missouri.  
(Date)

CONTRACTOR:

MISSOURI PETROLEUM PRODUCTS COMPANY, LLC

By: [Signature]  
Authorized Representative Signature

By: \_\_\_\_\_  
Authorized Representative Printed Name  
Title: \_\_\_\_\_

OWNER:

BOONE COUNTY, MISSOURI

By: [Signature]  
~~Daniel K. Atwill, Presiding Commissioner~~  
ACTING  
KAREN M. MILLER

Approved as to Legal Form:

[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:

[Signature]  
Wendy Noren, County Clerk *neg*

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

[Signature]  
Signature *by ap*

8/19/13  
Date

2041/71202 -\$12,327.84

Appropriation Account



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2013

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

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

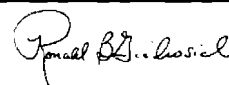
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-476-2211      FAX (A/C, No):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Missouri Petroleum Products Company, LLC 1620 Woodson Road St. Louis, MO 63114	<b>INSURER(S) AFFORDING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

**COVERAGES**      **CERTIFICATE NUMBER:**DFDLUKH2      **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: #31-12JUL13 - 2013 Roadway Surface Seal Treatment Project. County of Boone is named as Additional Insured on General Liability in respect to work/services performed by named Insured as per written contract.

<b>CERTIFICATE HOLDER</b>  County of Boone 613 E. Ash Rm. 109 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

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

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

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

a Corporation, organized under the laws of the State of Massachusetts  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Twelve Thousand, Three Hundred Twenty Seven and 84/100 (\$12,327.84) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

***BID NUMBER 31-12JUL13  
Roadway Surface Seal Treatment Project  
BOONE COUNTY, MISSOURI***

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

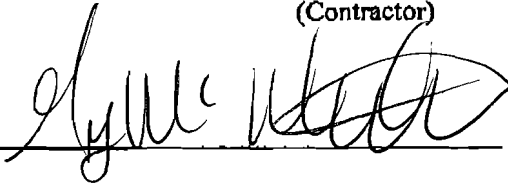
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Missouri Petroleum Products Company LLC

(Contractor)

(SEAL)

BY:

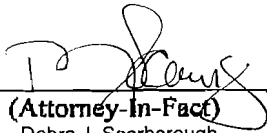


Liberty Mutual Insurance Company


(Surety Company)

(SEAL)

BY:

  
(Attorney-In-Fact)  
Debra J. Scarborough

BY:

  
(Missouri Representative)  
Debra J. Scarborough

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Brian Gunsallus

Phone Number: (913) 319-7014

Address: 8700 Indian Creek Parkway, Suite 350

Overland Park, KS 66210

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

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

Certificate No. 6143905

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

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

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

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



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

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

STATE OF WASHINGTON ss  
COUNTY OF KING

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

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



By: KD Riley  
KD Riley, Notary Public

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

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

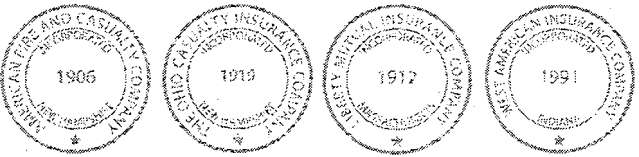
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact,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

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

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

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

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



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

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

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



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Missouri Petroleum Products Company LLC  
1620 Woodson Road, St. Louis, MO 63114,

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a corporation organized under the laws of the State of Massachusetts, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and  
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and  
benefit of claimants as herein below defined, in the amount of

Twelve Thousand, Three Hundred Twenty Seven and 84/100 DOLLARS

(\$ 12,327.84), for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

***BID NUMBER 31-12JUL13***  
***Roadway Surface Seal Treatment Project***  
**BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall  
promptly make payments to all claimants as hereinafter defined, for all labor and material used or  
reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of  
the Contractor for labor, material, or both, used or reasonably required for use in the performance of  
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,  
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
(90) days after the date on which the last of such claimant's work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant,  
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have  
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any  
such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR Missouri Petroleum Products Company LLC (SEAL)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]  
(Attorney-In-Fact) Debra J. Scarborough

BY: [Signature]  
(Missouri Representative) Debra J. Scarborough

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

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

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

Certificate No. 6143904

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

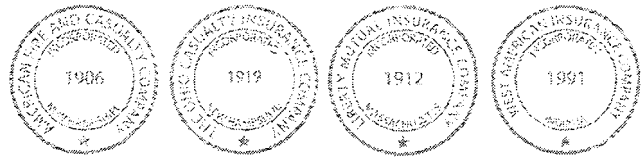
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

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

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

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



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

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

STATE OF WASHINGTON ss  
COUNTY OF KING

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

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



By: K.D. Riley  
K.D. Riley, Notary Public

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

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

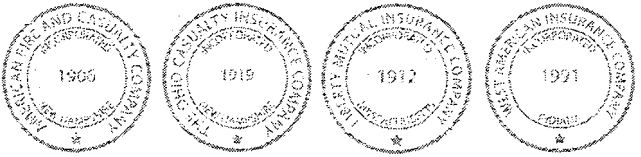
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact,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

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

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

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

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



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

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

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

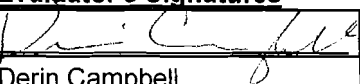
**EVALUATION REPORT FORM**  
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

**REQUEST FOR PROPOSAL NUMBER 31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	28	20	48	50	<b>98.3</b>
Donelson Construction	20	20	40	18	<b>57.5</b>
Missouri Petroleum Products Company	26	20	46	38	<b>84.4</b>
Innovative Roadway Solutions	15	16	31	27	<b>57.7</b>

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

<u>Evaluator's Signatures</u>	<u>Date</u>
	7-25-13
Daniel Haid	

<u>Evaluator's Signatures</u>	<u>Date</u>
	7/25/13
Derin Campbell	

<u>Evaluator's Signatures</u>	<u>Date</u>
	7/25/13
Jeff McCann	

CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSAL NUMBER:

31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project

BUYER: Amy Robbins

**Conflict of Interest:**

I hereby attest, to the best of my knowledge that I currently have no personal interest or any conflict of interest, directly or indirectly, in the review, evaluation, or approval of the above referenced Request for Proposal; and that I shall not acquire any personal interest, or any conflict of interest, directly or indirectly, relating to this Request for Proposal. If I should detect or develop any conflict of interest, I shall immediately notify the County Purchasing Department and withdraw myself from the evaluation committee.

**Confidentiality:**

It is my understanding that disclosure of an Offeror's proposal response to a competitor may result in the competitor's disqualification from consideration for contract award and suspension/ debarment from procurement processes.

It is my understanding that information related to the procurement process for the above referenced Request for Proposal has been provided to me on a need-to-know basis and that in accordance with 610.021 RSMo such records are closed to public review until such time as a contract is executed or all proposals are rejected.

I agree to keep all information related to this Request for Proposal in strict confidence and not to divulge such information in any manner or form to anyone, or to allow others access to such information (other than my Administrative Authority). In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the County Purchasing Department immediately.

I attest to the best of my knowledge that my participation in this evaluation process does not violate any state laws that relate to conflict of interest including applicable Sections 105.452 and 105.454 RSMo.

  
\_\_\_\_\_

Evaluator's Signature

Dan Hard

\_\_\_\_\_

Print Evaluator's Name

7-19-13

\_\_\_\_\_

Date

# CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

## REQUEST FOR PROPOSAL NUMBER:

**31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project**

**BUYER:** Amy Robbins

### **Conflict of Interest:**

I hereby attest, to the best of my knowledge that I currently have no personal interest or any conflict of interest, directly or indirectly, in the review, evaluation, or approval of the above referenced Request for Proposal; and that I shall not acquire any personal interest, or any conflict of interest, directly or indirectly, relating to this Request for Proposal. If I should detect or develop any conflict of interest, I shall immediately notify the County Purchasing Department and withdraw myself from the evaluation committee.

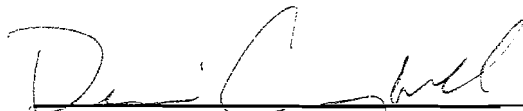
### **Confidentiality:**

It is my understanding that disclosure of an Offeror's proposal response to a competitor may result in the competitor's disqualification from consideration for contract award and suspension/ debarment from procurement processes.


It is my understanding that information related to the procurement process for the above referenced Request for Proposal has been provided to me on a need-to-know basis and that in accordance with 610.021 RSMo such records are closed to public review until such time as a contract is executed or all proposals are rejected.

I agree to keep all information related to this Request for Proposal in strict confidence and not to divulge such information in any manner or form to anyone, or to allow others access to such information (other than my Administrative Authority). In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the County Purchasing Department immediately.

I attest to the best of my knowledge that my participation in this evaluation process does not violate any state laws that relate to conflict of interest including applicable Sections 105.452 and 105.454 RSMo.

  
\_\_\_\_\_  
Evaluator's Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Evaluator's Name

CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSAL NUMBER:

31-12JUL13 – 2013 Boone County Roadway Surface Seal Treatment Project

BUYER: Amy Robbins

**Conflict of Interest:**

I hereby attest, to the best of my knowledge that I currently have no personal interest or any conflict of interest, directly or indirectly, in the review, evaluation, or approval of the above referenced Request for Proposal; and that I shall not acquire any personal interest, or any conflict of interest, directly or indirectly, relating to this Request for Proposal. If I should detect or develop any conflict of interest, I shall immediately notify the County Purchasing Department and withdraw myself from the evaluation committee.

**Confidentiality:**

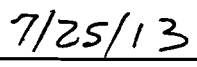
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\_\_\_\_\_  
Evaluator's Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Evaluator's Name

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
 Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	30	20	50	32	82
Donelson Construction	25	20	45	20	65
Missouri Petroleum Products Company	28	20	48	50	98
Innovative Roadway Solutions	25	20	45	35	80

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

**Evaluator's Signatures**                      **Date**

Daniel Haid	

**Evaluator's Signatures**                      **Date**

Derin Campbell	

**Evaluator's Signatures**                      **Date**

Jeff McCann	

**Evaluator's Signatures**                      **Date**

John Sullivan	

**Evaluator's Signatures**                      **Date**

Chet Dunn	



**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project**  
 Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	30	20	50	32	
Donelson Construction	10	20	<del>50</del> 30	20	
Missouri Petroleum Products Company	30	20	50	50	
Innovative Roadway Solutions	10	<del>10</del>	<del>40</del> 30	35	

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

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Chet Dunn	

**EVALUATION REPORT FORM**  
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL NUMBER -31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project  
Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Corrective Asphalt Materials, LLC	25 <del>20</del>	20	<del>15</del> 45	32	77
Donelson Construction	<del>20</del> 25 <del>15</del>	20	<del>30</del> 40 45	20	<del>50</del> 65
Missouri Petroleum Products Company	20	20	40	50	90
Innovative Roadway Solutions	<del>20</del> 10	20	<del>40</del> 30	35	65

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

**Evaluator's Signatures**                      **Date**

Daniel Haid	

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**Evaluator's Signatures**                      **Date**

Jeff McCann	

**Evaluator's Signatures**                      **Date**

John Sullivan	

**Evaluator's Signatures**                      **Date**

Chet Dunn	

31-12JUL13 - 2013 Boone County Roadway Surface Seal Treatment Project			Missouri Petroleum Products Company (3-4 yrs)		Innovative Roadway Solutions, LLC (2-3 yrs)		Corrective Asphalt Materials, LLC (30+ yrs)		Donelson Construction, LLC (6 yrs)	
BASE BID - PARTIAL WIDTH RCC & ASPHALT OVERLAY - BID TABULATION			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Description	Qty.	Unit								
Wagon Trail Rd.	11006	SY	0.92	10125.52	1.31	14417.86	1.33	14637.98	2.10	23112.60
Rollingwood Blvd.	14230	SY	0.84	11953.20	1.22	17360.60	1.33	18925.90	2.20	31306.00
Crump Ln.	14676	SY	0.84	12327.84	1.21	17757.96	1.33	19519.08	2.10	30819.60
<b>Bid Total</b>				<b>34406.56</b>		<b>49536.42</b>		<b>53082.96</b>		<b>85238.20</b>

Avg Unit Price	\$0.87	\$1.25	\$1.33	\$2.13
Avg Life Expectancy (yrs)	4.0	4.0	8.0	4.5
Dollar per SY per year	\$0.22	\$0.31	\$0.17	\$0.47
<b>Cost Points = (Low Bid/Price)*50</b>	<b>38.36538</b>	<b>26.671123</b>	<b>50</b>	<b>17.5341797</b>

**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMBER AND DESCRIPTION: 21-29MAY13- 2013 Boone County Roadway  
Surface Seal Treatment Project**

**CLARIFICATION / BEST AND FINAL OFFER FORM #1**

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **5:00 p.m. July 24, 2013** by E-mail to [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following requests.**

1.1. How long has your company been using the proposed product?

Wright Asphalt has been producing TRMSS for eight years. Missouri Petroleum first applied this product in 2010.

In compliance with this BAFO request, the Offeror agrees to furnish the equipment and services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: Missouri Petroleum Products, L.L.C.  
Address: 1620 Woodson Road  
St. Louis, Missouri 63114

Telephone: 314-330-8633 Fax: 314-991-9624

Federal Tax ID (or Social Security #): 43-1845744

Print Name: Henry Schmitt Title: Vice President

Signature: 

Date: July 23, 2013

E-mail: [hschmitt@missouripetroleum.com](mailto:hschmitt@missouripetroleum.com)



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

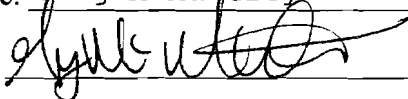
Company Name: Missouri Petroleum Products Company LLC

Address: 1620 Woodson Road  
St. Louis, MO 63114

Telephone: (314) 991-2180 Fax: (314) 991-4037

Federal Tax ID (or Social Security #): 43-1845744

Print Name: Greg McMurtrey Title: President

Signature:  Date: 7-12-13

E-Mail Address: gmcmurtrey@missouripetroleum.com or ppalmer@missouripetroleum.com

**Product Summary Sheet**

**Product Information**

Product Name: TRMSS

Manufacturer: Wright Manufacturing/Missouri Petroleum Products Company LLC

Proposed Application Rate (diluted): 0.15 gallons per square yard

Average Life Expectancy (i.e. when it would be expected to be reapplied): 4 years

Expected cure time (open to traffic) in typical weather conditions: 2 to 4 hours

Can product be applied with typical distributor truck or is specialized equipment needed?  
Product may be applied with a typical distributor.

**Pricing** – Please provide unit price and calculate total cost for each project.

<b>Wagon Trail Road</b>				
ADT: 635	Length = 0.8 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	11,006	\$ .92	\$ 10,125.52

<b>Rollingwood Boulevard</b>				
ADT: 600	Length = 1.1 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	14,230	\$ .84	\$11,953.20

<b>Crump Lane</b>				
ADT: 650	Length = 1.2 mi	Avg. Width = 22'	Surface: 3/8" Trap Rock Chip Seal (2012)	
<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Surface Sealing Treatment	SY	14,676	\$ .84	\$12,327.84

<b>Grand Total</b>				\$34,406.56
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Note: All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity shall govern.

6.1. List all Sub-Contractors that will be utilized on this project:

None

6.2. Describe warranty on equipment and labor:

1 year warranty

6.3. List any deviations to the original specifications:

None. Application rates may be modified at the direction of the county.

6.4. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:** Patrick Palmer

**Organization:** Missouri Petroleum Products Company LLC

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

**E-mail:** ppalmer@missouripetroleum.com

**Phone Number:** (314) 991-2180

**Fax:** (314) 991-4037

6.5. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

newspaper advertisement

Boone County Electronic Bid Notification

other, please list: \_\_\_\_\_



Henry W. Schmitt  
VICE PRESIDENT

---

1620 Woodson Road  
St. Louis, Missouri 63114

(314) 991-2180 Ex. 206  
FAX: (314) 991-9624

Amy Robbins, Senior Buyer

July 12, 2013

Boone County Purchasing Department

613 E. Ash Street, Room 109

Columbia, Missouri 65201

Subject: RFP # 31-12JUL13

Dear Ms. Robbins,

Missouri Petroleum Products Inc., a licensed manufacturer for Wright Asphalt Products, is pleased to submit our proposal for participation in the 2013 Boone County Roadway Surface Seal Treatment Project. If selected, we plan to treat one or more of the test sections with Tire Rubber Modified Surface Sealer (TRMSS) in accordance to the provisions we have outlined in this RFP.

Thank you for your consideration of our company in the participation of this project.

Sincerely,

Patrick G. Palmer P.E.

Government Services Manager



## Missouri Petroleum Products and Wright Asphalt

### **5.1.4.1 Experience and Reliability**

For over 80 years, Missouri Petroleum Products has manufactured and applied asphalt based pavement maintenance products. Our diverse and well trained work force combined with our use of the most modern and “state of the art” equipment allows our company the ability to introduce new products to the market with a high level of confidence.

Wright Asphalt Products Company, a Texas based asphalt supplier has been providing asphalt products for construction applications and pavement maintenance since 1952. Their “Eco-Friendly” production of Asphalt Rubber systems have employed over 158 million pounds of tire rubber and eliminated the dumping of over 11 million tires in our nation’s landfills.

Our companies’ involvement on the 2013 Boone County Roadway Surface Seal Treatment Project will ensure that high quality materials and construction standards will be employed.

### **5.1.4.2 Previous and Current Services/Contracts**

References are listed in “Prior Experience” section of this submittal.

### **5.1.4.3 Licenses, Certifications, Accreditations and Permits**

Missouri Petroleum Products is licensed to work in 32 states. In 2012 our company performed work on projects from Texas to Pennsylvania. Our laboratory, which is accredited through the AASHTO Material Reference Laboratory (AMRL) program, provides us the ability to perform diagnostics on new materials with the highest degree of reliability. Our commitment to quality construction is well known within the industry. In 2012, our company won an “Excellence in Maintenance Award” from the Missouri Asphalt Pavement Association for work we completed on a MoDOT project.

### **5.1.4.4 Staff Qualifications**

#### Laboratory

Since we are an AMRL accredited laboratory our lab technicians are granted Laboratory Technician status with the Missouri Department of Transportation. Also, four individuals on our staff possess Missouri Department of Transportation Aggregate Technician certifications.

#### Job Site

Andy Bolm, Project Superintendent, has 34 years experience in the fog seal, underseal and chip seal industry. He has been a project superintendent for eight years and is a certified MoDOT Aggregate Testing Technician.

Vince Vermette has been employed as a distributor driver in the fog seal and chip seal business for over 25 years. Our recent receipt of a Missouri Asphalt Pavement Award, was due in great part to the skills and abilities Vince demonstrated when operating the distributor.

All of our ground crew members have received training and are certified traffic flaggers.

#### Quality Control

Patrick G. Palmer P.E., Government Services Manager, has over 35 years experience in highway construction and maintenance. He served eight years as St. Louis County's Chief Materials Engineer and seven years as the Department's Division Manager of Operations.

All of the employees listed in this staff profile are employed approximately 130 miles from Boone County.

### **5.1.4.5 through 5.1.4.8 Our Proposal**

#### **The Application**

TRMSS is spray applied through a computer guided distributor. We are recommending an application rate of 0.15 gallons per square yard for a trap rock seal coat application. Prior to the treatment, the surface will be cleaned with a rotary broom to remove all loose debris and vegetation from the pavement. The surface will be treated one lane at a time.

#### **Traffic Control**

Flaggers positioned at both ends of the work zone and pilot vehicles will be used to control traffic. We anticipate that it will take two to three hours for the first treated lane to cure. After that, we will route traffic over the newly sealed surface and treat the remaining lane. At high volume intersections, sand will be broadcast over the crossing to minimize tracking and vehicle splash. Signs will be posted in accordance to a pre-approved signing plan that Missouri Petroleum representatives will submit to Mr. Haid for approval prior to the commencement work.

#### **The Material**

Tire Rubber Modified Surface Sealer (TRMSS) developed by Wright Asphalt Products Company is the material we are proposing for this project. In this fog seal application, TRMSS will seal the existing surface by "locking in" the existing asphalt binder and aggregate matrix. We have submitted informational brochures which outline the specifications as well as the benefits of our product.

TRMSS will accomplish this without softening the existing chip seal binder. This is important when you consider that a recovered binder from the CHFRS2P system Boone County is specifying has a softer penetration value (80-130dmm) than asphalt used in a traditional overlay (60-85dmm). We would

recommend that Boone County wait at least three years to give the binder time to oxidize and harden before applying a product that will have a nest softening effect on the asphalt.

### **Conclusion**

We believe that TRMSS developed by Wright Asphalt Products and manufactured and applied by Missouri Petroleum will provide Boone County with a versatile and long lasting surface treatment. Since this product may be applied with conventional distribution methods the county will realize the benefit of awarding future projects under a competitive bid environment. There are several contractors in the Boone County region that will be able to apply TRMSS.

We are hopeful that Boone County will afford our companies with positive consideration and award one or more of the test sites to Missouri Petroleum Products Inc. As always, we look forward to partnering with Boone County Government.

TRMSS (Tire Rubber Modified Surface Sealer)

# High Performance Asphalt Sealer

*Applies as Easily as a Fog Seal*



## Easy to Apply Surface Sealer, Environmentally Safe, Long Lasting

TRMSS is a tire rubber modified, asphalt emulsion surface sealer which applies as easily as any standard fog seal system, yet provides wear and weather resistance superior to that of any other sealer.

TRMSS protects and extends the life of any asphalt surface by sealing and locking in the existing asphalt, oils and aggregates of the pavement surface.

The secret is Wright Asphalt's unique "Terminal Blend" process that fully incorporates recycled tire rubber into asphalt cement and emulsifies it.



### Easy to Apply

- Ready to Use** - No dilution or heating required.
- Apply with Standard Spreader Trucks** - No special equipment required.
- Quick Traffic** - Quick breaking emulsion allows traffic flow within 90 minutes. (Under ideal weather conditions.)
- Stable** - The emulsion has excellent storage stability and can be handled at any temperature. Once applied and dry, it will not re-emulsify when exposed to water.
- Will Not Flow** - As a thixotropic\* emulsion, TRMSS will not run or flow as it is sprayed onto the asphalt pavement, even at application rates up to 0.25 gallon per square yard.

\* The viscosity does not change with temperature.

### Environmentally Safe

TRMSS contains no solvents, cutbacks, flammables, or coal tar. It does contain a minimum of 10% recycled tire rubber. Every 1,000 gallons of TRMSS contains at least 18 recycled tires.

### Long Lasting

TRMSS has demonstrated excellent resistance to weathering, UV degradation, oxidation,<sup>1</sup> traffic scuffing and wear.<sup>2</sup>

<sup>1</sup> Roofing Industry Weathering Test

<sup>2</sup> TSSA slurry Wet Track Abrasion Test and High Softening Point Values

---

**Restore, extend and toughen your asphalt projects with TRMSS.**

**Call us at 281-452-9084 or send us an email at [info@wrightasphalt.com](mailto:info@wrightasphalt.com) for more information.**

# TRMSS – Another Long Lasting, Environmentally Sustainable Product from Wright Asphalt

Wright Asphalt has used over 158 million pounds of tire rubber in its various products. That's over 11 million tires (and counting) kept out of landfill.

## TRMSS (Tire Rubber Modified Surface Sealer)

### TEST

### SPECIFICATION

#### Treated Base Asphalt Characteristics (prior to emulsification)

Tire Rubber content, .....	% .....	10% minimum
Flash Point, °F .....	ASTM D 93 .....	>550
Softening Point, °F .....	ASTM D 36 .....	>130
Penetration, 77 °F, dmm .....	ASTM D 5 .....	12-30
Solubility,% .....	ASTM D 2042 .....	>98.5

#### Emulsion Characteristics

Uniformity .....	ASTM D 2939.05 .....	PASS
Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.		
Viscosity, Krieb Unit (KU) .....	ASTM D 562 .....	35 to 85
Viscosity, Centipoise (cP) .....	(conversion within Krebs Unit tester) .....	350-850
Specific Gravity .....	ASTM D 2939.07 .....	Report
Residue by Evaporation .....	ASTM D 2939.08 .....	>33.0%

#### Residue Characteristics

Softening Point, °F .....	ASTM D 36 .....	>250
Residue acquired through ambient evaporation		
<ul style="list-style-type: none"> <li>• Softening point ring filled with an excess meniscus of TRMSS emulsion,</li> <li>• Sample allowed to cure at ambient temperature for 20 hours,</li> </ul>		
OR		
<ul style="list-style-type: none"> <li>• Sample is evaporated within the Softening Point Ring under the criteria of ASTM D 2939.08 @ 190-200 degrees F</li> <li>• Resulting residue is tested under the ASTM D 36 standard criteria.</li> </ul>		

#### Performance Based Testing

Resistance to Heat .....	ASTM D 2939.14 .....	PASS
* No sagging or slippage of film beyond the initial reference line after 212°F exposure for 2 hrs.		
Resistance to Water .....	ASTM D 2939.15 .....	PASS*
No blistering or re-emulsification after 24 hr submersion in water.		
Wet Flow .....	ASTM D2939.19 .....	PASS*
No flow beyond initial reference line.		
Direct Flame Test .....	ASTM D 2939.20 .....	PASS*
No continued combustion or slippage and run-down		
Wet Film Continuity .....	ASTM D 2939.22 .....	PASS*
A uniformly homogeneous consistency.		
Resistance to Kerosene .....	ASTM D 2939.25 .....	PASS*
Report any evidence of leakage of kerosene and discoloration of tile under the sealer membrane.		
Wet Track Abrasion Test .....	ISSA (TB-100) .....	<1.5%
1/16" wet membrane application, 140 degree 24 hour cure, 1 hour water soak, 1,500 gm rubber hose 5 minute scrub, calculated weight loss, percentage of original volume		
Accelerated Weathering Test .....	ASTM G 154 .....	PASS @ 1,000 hours
No cracking, chipping, surface distortion or loss of adhesion No color fading or lightening.		

1,000 hours, UVA-340 lamp, 0.77 W/m<sup>2</sup> (v1 0 calibration), 8 hours UV light @ 50°C, 5 min spray, 3:55 hours, condensation @ 50°C.

\* When testing the TRMSS surface sealer a ceramic tile panel can be incorporated in place of the metal panels. The ceramic tile panel preparation will be in accordance with Test Methods D 2939-25 1.1 guidelines.

Unglazed ceramic tiles, white, nonvitreous, dust-pressed body with an absorption range of 10 to 18% (determined in accordance with Test Methods C 67) approximately 150mm by 150mm (6 by 6 inch) by 9.5 to 13mm (3/8 to 1/2 inch) in thickness to accommodate the mask.



Eco-Friendly  
Asphalt Products  
for Construction  
Applications  
& Pavement  
Maintenance



Wright Asphalt  
Products Company

11831 Wickchester, Suite 101

Houston, TX 77043

Phone: 281-452-9084

Fax: 281-452-2562

www.wrightasphalt.com

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of St. Louis

On this 12th day of July, 20 13

before me appeared Greg McMurtrey to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual)~~ acknowledged that he executed the same as his free act and deed.

~~(if a partnership or joint venture)~~ acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the President  
President or other agent

Missouri Petroleum Products  
of Company LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at St. Louis, Missouri the day and year first above written.

(SEAL) Laura L. Lentz Notary Public

My Commission expires August 27, 20 15



## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

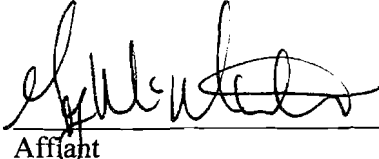
If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose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

**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

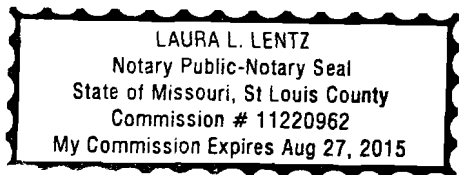
County of St. Louis )  
State of Missouri )SS.  
)

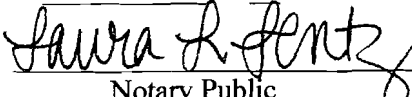
My name is Greg McMurtrey. I am an authorized agent of Missouri Petroleum Products Company LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached 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 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

  
Affiant 7-12-13 Date  
Greg McMurtrey  
Printed Name

Subscribed and sworn to before me this 12 day of July, 2013



  
Notary Public

**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.**



Company ID Number: 188670

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Missouri Petroleum Products Company LLC**

**Michael Drury**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

02/09/2009

Date

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

Title

Signature

Date



Company ID Number: 188670

---

### Information Required for the E-Verify Program

**Information relating to your Company:**

**Company Name:** Missouri Petroleum Products Company LLC

**Company Facility Address:** 1620 Woodson Road

Saint Louis, MO 63114

**Company Alternate  
Address:**

**County or Parish:** SAINT LOUIS

**Employer Identification**

**Number:** 431845744

**North American Industry  
Classification Systems**

**Code:** 238

**Parent Company:** \_\_\_\_\_

**Number of Employees:** 100 to 499

**Number of Sites Verified**

**for:** 1

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

- MISSOURI 1 site(s)

Company ID Number: 188670

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

Name:	<b>Kathy M Jasmund</b>	Fax Number:	<b>(314) 991 - 1553</b>
Telephone Number:	<b>(314) 991 - 2180 ext. 235235</b>		
E-mail Address:	<b>kjasmund@lionmark.com</b>		
Name:	<b>Michael E Drury</b>	Fax Number:	<b>(314) 991 - 1553</b>
Telephone Number:	<b>(314) 991 - 2180 ext. 214</b>		
E-mail Address:	<b>mike.drury@lionmark.com</b>		

**SIGNATURE AND IDENTITY OF OFFEROR**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of Missouri

Dated July 12, 2013

Name of individual, all partners, or joint ventures:

Address of each:

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

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

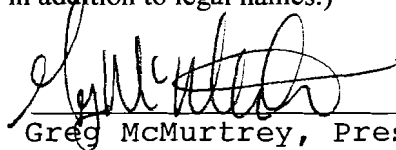
doing business under the name of:

Address of principal place of business in Missouri:

1620 Woodson Road  
St. Louis, MO 63114

(If using a fictitious name, show this name above in addition to legal names.)

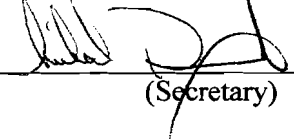
Missouri Petroleum Products  
Company LLC



(If a corporation - show its name above)

Greg McMurtrey, President

ATTEST:

  
\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Title)

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

**(Please complete and return with Proposal Response)**

**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.

Greg McMurtrey, President

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

7/12/13

\_\_\_\_\_  
Date

## STANDARD TERMS AND CONDITIONS

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: Sedgwick County, Kansas  
Address: 525 N. Main, Wichita, KS 67203

Contact Name: David Spears  
Telephone Number: (316) 660-1777

Date of Contract: 2012  
Length of Contract: 1.5 miles

**Description of Prior Services (include dates):** Placed material on West Central

**2. Prior Services Performed for:**

Company Name: Jasper County, Missouri  
Address: 302 South Main Street, Carthage, MO 64836

Contact Name: Jim Honey  
Telephone Number: (417) 358-0421

Date of Contract: 2012  
Length of Contract: 60 Miles

**Description of Prior Services (include dates):** Work performed near Sarcoxie, Reco, and Carthage, Missouri

**3. Prior Services Performed for:**

Company Name: Missouri Department of Transportation  
Address: 1590 Woodlake Drive, Chesterfield, MO 63017

Contact Name: Yan Gluzman  
Telephone Number: (314) 453-5045

Date of Contract: 2010  
Length of Contract: 14 miles

**Description of Prior Services (include dates):**

Applied a light application of TRMSS to the shoulders of I-44 from Jamieson to Lindbergh.

TRMSS is also being applied this year in the Missouri counties of Jasper, Greene, Christian, & Webster and to the cities of Springfield and Mount Vernon.



**STATEMENT OF OFFEROR'S QUALIFICATIONS**

**(File with Response Form)**

**1. Number of years in business:** 80 **If not under present firm name, list previous firm names and types of organizations.**

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**2. Contracts on hand: (Complete the following schedule)**

<b>Item</b>	<b>Purchaser</b>	<b>Amount of Percent Contract Completed</b>
<u>We currently have over 25 contracts in five states totaling over \$40 million dollars, which will be completed by this fall.</u>		

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**3. General type of product sold and manufactured:**

We manufacture, supply, and apply asphalt-based products.

**4. There has been no default in any contract completed or un-completed except as noted below:**

**(a) Number of contracts on which default was made:** none

**(b) Description of defaulted contracts and reason therefore:**

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**5. List banking references:**

We have successfully completed projects with Boone County and are currently contracted to perform work with your agency this summer.

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6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_

No X

Dated at St. Louis, MO

this 12th day of July, 20 13.

Missouri Petroleum Products Company LLC

Name of Organization(s)

By 

(Signature)

Greg McMurtrey, President

(Title of person signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Louis

Greg McMurtrey, being first duly sworn, deposes and

says that he is President  
(Title of Person Signing)

of Missouri Petroleum Products Company LLC  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

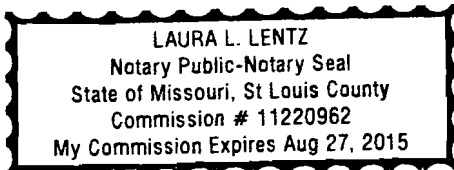
By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 12th day of July, 2013

[Signature]  
Notary Public

My Commission Expires 8-27-2015



**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
2013 BOONE COUNTY ROADWAY SURFACE SEAL  
TREATMENT PROJECT**

**RFP #31-12JUL13**

**Release Date: *June 19, 2013***

**Submittal Deadline:**

***July 12, 2013***

**not later than 10:30 a.m. central time**

**PRE-PROPOSAL CONFERENCE:**

***June 26, 2013***

**9:00 a.m. Central Time**

**Location: Boone County Annex Building**

**613 E. Ash Street, Room 101**

**Columbia, MO 65201**

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

**Amy Robbins, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)**



**NOTICE OF REQUEST FOR PROPOSAL**

Boone County is accepting Request for Proposals for the following:


**PROPOSAL #: 31-12JUL13– 2013 Boone County Roadway Surface Seal Treatment Project**

Sealed proposals will be accepted until **10:30 a.m. on Friday, July 12, 2013** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 109, Columbia, MO 65201.

A pre-proposal conference has been scheduled for Wednesday, June 26, 2013, at 9:00 A.M. at the Boone County Annex Building at 613 E. Ash Street, Room 101, Columbia, MO. Offerors are **strongly encouraged** to attend this conference.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

  
Amy Robbins  
Senior Buyer

Insertion: Wednesday, June 19, 2013  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M., Central Time, on Friday, July 12, 2013** to:

Boone County Purchasing Department  
Amy Robbins, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing," then "Current Bid Opportunities."



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for the **2013 Boone County Roadway Surface Seal Treatment Project** as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Contract Terms and Conditions for Awarded Contractor
- 5) Proposal Submission Information
- 6) Response/Pricing Page
- 7) Bidder's Acknowledgment
- 8) Instructions for Compliance with House Bill 1549
  - a. Work Authorization Certification
  - b. Individual Affidavit
  - c. Certification of Individual Bidder
- 9) Signature and Identity of Offeror
- 10) Debarment Certification
- 11) Standard Terms and Conditions
- 12) Prior Experience
- 13) Statement of Offeror's Qualifications
- 14) Anti-Collusion Statement
- 15) Affidavit Compliance with the Prevailing Wage Law (only returned from awarded Contractor at project completion)
- 16) Affidavit of Compliance with OSHA (only returned by awarded Contractor at project completion)
- 17) Sample Contract Agreement (only returned from awarded Contractor)
- 18) Sample Performance Bond (only returned from awarded Contractor)
- 19) Sample Labor & Material Payment Bond (only returned from awarded Contractor)
- 20) Annual Wage Order #20
- 21) "No Bid" Response Form

### 2.2. Guideline for Written Questions:

2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Friday, July 5, 2013**. All questions must be mailed, faxed or e-mailed to the attention of Amy Robbins, Senior Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

a. Amy Robbins  
Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

### 2.3 Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **June 26, 2013, at 9:00 a.m.** in the Boone County Annex building, 613 E. Ash Street, Room 101, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the proposal.
- 2.3.2. All potential Offerors are **strongly encouraged** to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are strongly encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

### 2.4. Bonds:

**2.4.1. Performance Bond and Labor and Material Payment Bond:** Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

**2.4.2. Bid Bond:** A Bid Bond or Certified Check made payable to Boone County, in the amount of 5% of the Base Bid shall accompany the proposal response as a guarantee that the Offeror, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Offeror shall excuse the Offeror or entitle the Offeror to a return of the deposit or Bid Bond.

### 2.5. Owner's Tax Exemption Status

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All



bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

**2.6. Insurance Requirements:** The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

2.6.1. 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.

2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

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

2.6.5. **BUILDER'S RISK** - The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract.

2.6.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.7. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.

2.8. **Billing and Payment:** All invoices must be submitted to Boone County Resource Management as outlined in paragraph 2.9. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.

2.9. **Designee:** Boone County Resource Management, 801 E. Walnut, Rm. 315, Columbia, MO 65201

2.10. **Proposed Solicitation/Award Schedule:**

2.10.1.	June 19, 2013	Release of RFP
2.10.2.	June 19, 2013	Advertisement of RFP
2.10.3.	June 26, 2013, 9:00 a.m.	Pre-Proposal Conference
2.10.4.	July 5, 2013, 5:00 p.m.	Deadline for submitting questions
2.10.5.	July 12, 2013, 10:30 a.m.	Proposal due date and time
2.10.6.	July 12 – July 31, 2013	Proposal Response(s) Evaluation
2.10.7.	August 1, 2013	Contract Award



### **3. SCOPE OF SERVICES**

#### **3.1. Project Description:**

The County of Boone – Missouri, hereafter referred to as *the County or Owner*, hereby solicits formal written proposals from qualified Offerors for the furnishing and applying of a surface sealing treatment to Boone County roadways as shown on the plans and specified in this document.

#### **3.2. Background Information:**

- 3.2.1. Currently Boone County applies a 3/8" Iron Mountain Trap Rock Preservation Chip Seal to asphalt pavements in good condition, three years after construction or overlay. The County intends to evaluate surface sealing products that would be used to enhance chip retention and extend the life of these chip seals.
- 3.2.2. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>
- 3.2.3. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

#### **3.3. Scope of Services:**

- 3.3.1. The intent of this project is for Boone County to evaluate Surface Sealing products for use on asphaltic pavements in Boone County. It is anticipated that two or more products will be selected for evaluation. Currently Boone County applies a 3/8" Iron Mountain Trap Rock Preservation Chip Seal to asphalt pavements in good condition, three years after construction or overlay. The surface seal products to be evaluated would be used to enhance chip retention and extend the life of these chip seals. The surface seal would be applied to preservation chip seals that are either new or 1-2 years old.
- 3.3.2. Prospective contractors are requested to propose to the County a product (and approximate application rate) that would best meet the needs of the County as described. For this evaluation three road segments of approximately 1 mile long have been chosen for evaluation sites. Submittals should include a per square yard cost of the Surface Sealing treatment that includes all requirements of the specifications, as well as traffic control, mobilization, preparing existing surface (sweeping, etc.), temporary centerline marker tabs, and any other items incidental to treatment.
- 3.3.3. If a prospective contractor has multiple products that it would like to submit for approval, please submit one Product Summary Sheet for each along with all other required submittals.

3.3.4. If selected, the contractor will be expected to perform the proposed Surface Seal Treatment to the road(s) proposed during the summer of 2013.

**3.4. Method of Measurement and Basis of Payment:** Surface Sealing Treatment will be paid for by the square yard. Planned quantities will be used for payment unless material usage and application rate suggest significantly more or less area was treated. In case of discrepancy, the concerned party shall notify other party as such. Both parties shall come to an agreement of actual treatment area to be paid.

**3.5. Quality Control:**

3.5.1. Contractor shall be responsible to ensure all work meets specifications in this document and that of product manufacturer.

3.5.2. Contractor shall submit a copy of the manufacturer's specification and installation recommendations with bid submittal.

**3.6. Products:** The product shall be of an asphalt emulsion type compatible with existing roadway conditions and may or may not contain fine aggregate, polymers, rubber, and other mineral or chemical additives to enhance performance.

**3.7. Installation:**

3.7.1. Installation shall be in conformance with recommendations of product manufacturer. These recommendations shall be included with Contractor's bid submittal. Contractor shall provide proposed application rates.

3.7.2. Contractor will be responsible for any damage to vehicles and or property that is damaged as part of this project.

**3.8. Notification:**

3.8.1. The Contractor will be responsible for contacting residents directly affected by this project. Mailed or hand delivered notices shall be distributed to residents not less than one (1) week from beginning of project. Notices shall include dates and times in which traffic patterns and/or parking will be affected. Boone County can provide addresses of affected residents at request of contractor, but will not be responsible for providing notification. In the event weather disrupts plans for projects, Contractor may be required to notify residents of delay and/or of rescheduling.

3.8.2. If vehicles need to be restricted from parking along roads to be treated as part of this project, Boone County is required to provide 72 hours of posted notification (signs along roadway) in order to have non-compliant vehicles towed. Boone County will provide such signage and install when directed by contractor.

**3.9. Warranty and Guarantee:** Offeror shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract. At a minimum, Offeror agrees to the following:

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in

every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

### **3.9.1. Correction or Removal of Defective Work**

If required by County Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by County Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

### **3.9.2. One Year Correction Period**

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

**3.10. Prevailing Wage: PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto.

**3.10.1. Current Annual Wage Order #20 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at [www.showmeboone.com/purchasing](http://www.showmeboone.com/purchasing).

**3.11. OSHA:** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

#### **3.11.1. OSHA PROGRAM REQUIREMENTS**

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

3.11.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.

3.11.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

**3.12. Overhead Power Line Safety Act:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

**3.13. SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

**3.14. Subcontractors, Suppliers and Others**

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by

Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

3.15. All contractor employees will conduct themselves in a professional manner. Harassment of other construction personnel, owner personnel, or the general public will result in immediate and permanent removal from the project.

**3.16. Discharge of Employees:** Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

**3.17. Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

3.18. All trash shall be removed from site by the Contractor. In the event a dispute arises among the Contractor and any others as to the responsibility for clean up, the County Representative may cause the clean up to be done and allocate the costs among the parties responsible for keeping the premises and surrounding area free of accumulation of waste or rubbish. The allocation made by the County Representative shall be binding on the Contractor.

3.19. If the Contractor should find it necessary to work hours other than 7:30 a.m. to 4:30 p.m. on Monday through Friday, the Contractor must notify the County Representative at least 24 hours prior to the start of that work beyond the established times. The request for these additional work hours is subject to approval by the County Representative.

3.20. Report all accidents regardless of how minor to County Representative. Provide detailed incident report for those requiring off site medical treatment.

3.21. Contractor to coordinate all applicable permit inspections as required for the activities included in this work package.



#### 4. CONTRACT TERMS AND CONDITIONS

4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **surface sealing treatment to Boone County roadways** from this Request for Proposal will begin at the time of contract award and end upon project completion.

4.2. **Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

4.3. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.3.1. Due to a material breach of any term or condition of this agreement.

4.3.2. If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.

4.3.3. If appropriations are not made available and budgeted for in any calendar year.

4.3.4. Boone County 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 County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

4.6. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

4.7. Award will be made by written notification from the Purchasing Department. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.



4.8. Contractor agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

4.9. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

4.10. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

4.11. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.

**4.12. Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**4.13. Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**4.14. Assignment of Contract:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

**4.15. Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**4.16. Equal Opportunity:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**4.17. Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

4.18. If a contradiction in the contract documents occurs then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.



## 5. PROPOSAL SUBMISSION INFORMATION

### 5.1. RESPONSE TO PROPOSAL

#### 5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Amy Robbins, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on July 12, 2013**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described in section 5.1.4.

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed.

5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for

suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**5.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

**5.1.3. Evaluation and Award Process:**

5.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

**a. Method of Performance**

- Material properties
- Proposed application rate (diluted and residual material content)
- Life expectancy
- Method of applying treatment (equipment needed)
- Cure Time

**b. Experience/Expertise**

**c. Cost**

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the County may request to visit sites where proposed equipment is in operation. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

#### **5.1.4. Evaluation:**

- 5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached to this RFP and titled, "Prior Experience," or in a similar manner):
  - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates and locations of the service/contract; and
  - c. A brief, written description of the specific equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed solution and state how many miles they are located from Boone County.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

**5.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals - Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

**5.1.6. Validity of Proposal Response:**

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

County of Boone  
613 E. Ash St.  
Columbia, MO 65201

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2013 Boone County Roadway Surface Seal, RFP #31 - 12JUL13

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of July, 2013

*Andrew R. Boln*

(Witness)

Missouri Petroleum Products Company LLC

(Principal)

(Seal)

By: *[Signature]*

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: *[Signature]*

(Title) Debra J. Scarborough Attorney-in-Fact

Surety Phone No. 617-357-9500



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

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

Certificate No. 6050513

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

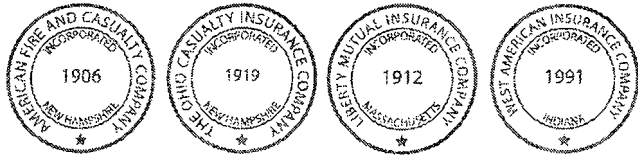
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2013.



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

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

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 25th day of March, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley  
KD Riley, Notary Public

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

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

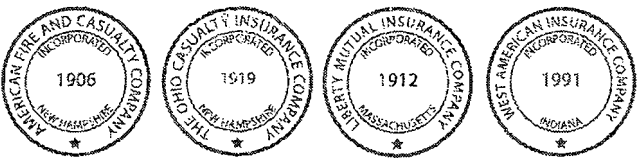
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact,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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 12 2013 day of JUL, 2013.



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

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

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



## Search Results

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

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1108.20130719-0907

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



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 27th day of August 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number One – 26-05JUL13 – Electronic Payment Processing which changes the name on the contract from ACH Direct, Inc to Forte Payment Systems, Inc.

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

Done this 27th day of August, 2013.

ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
Acting Presiding Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: August 20, 2013  
RE: Contract Amendment Number One – 26-05JUL11 – Electronic Payment Processing

Contract 26-05JUL11 – *Electronic Payment Processing* was approved in commission on September 27, 2011, commission order 394-2011. The attached amendment changes the name on the contract from ACH Direct, Inc., dba Federal Payments to Forte Payment Systems, Inc, and it renews the contract for the period September 1, 2013 through August 31, 2014. All other terms and conditions remain the same.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
ELECTRONIC PAYMENT PROCESSING  
FOR THE BOONE COUNTY COLLECTOR**

The Agreement **26-05JUL11** dated September 27, 2011 made by and between Boone County, Missouri and ACH Direct, Inc., dba Federal Payments for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Change name on contract from ACH Direct, Inc., dba Federal Payments to Forte Payment Systems, Inc.
2. Renew contract for the period September 1, 2013 through August 31, 2014.
3. 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.

**FORTE PAYMENT SYSTEMS, INC.**

**BOONE COUNTY, MISSOURI**

by \_\_\_\_\_

title \_\_\_\_\_

*[Handwritten Signature]*  
President & CEO

by: Boone County Commission

*[Handwritten Signature]*

Daniel K. Atwill, Presiding Commissioner

*KAREN H. MILLER*

APPROVED AS TO FORM:

ATTEST:

*[Handwritten Signature]*  
CJ Dykhouse, County Counselor

*[Handwritten Signature]*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*[Handwritten Signature]*  
Signature

8/19/13  
Date

745-1214  
No Encumbrance Required  
Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 27th day of August 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number Three with RubinBrown LLP for Financial and Compliance Auditing Services.

The terms of the agreement are stipulated in the attached Contract Amendment Number Three. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Contract Amendment.

Done this 27th day of August, 2013.

ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
Acting Presiding Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

---

## MEMORANDUM

COPI

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 18, 2013  
RE: Amendment Number Three – 49-27OCT08 – Financial and Compliance Auditing Services

Contract 49-27OCT08 – Financial and Compliance Auditing Services was approved by commission for award to RubinBrown LLP on January 4, 2010, commission order 2-2010. The attached amendment number three adds three additional major program audits for the year ended December 31, 2012 at \$3,000 per program for an additional \$9,000 added to the contract.

Total cost of contract is \$95,600 and will be paid from departments 1190 – Non-Departmental, account 71101 – Professional Services.

cc: June Pitchford, Auditor  
Bid File

**CONTRACT AMENDMENT NUMBER THREE  
AGREEMENT FOR  
FINANCIAL AND COMPLIANCE AUDITING SERVICES**

The Agreement **49-27OCT08** dated February 15, 2009 made by and between Boone County, Missouri and **RubinBrown LLP** (as amended in the Renewal #4 Contract approved in Commission Order 154-2013), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Add** three additional major program audits for the year ended December 31, 2012 at \$3,000.00 per program for an additional \$9,000.00 added to the contract as detailed on the attached RubinBrown letter dated July 15, 2013. The total audit fee for year ended December 31, 2012 increases from \$86,600.00 to \$95,600.00.

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.

**RUBINBROWN LLP**

by *[Signature]*  
title Partner

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*[Signature]*  
~~Daniel K. Atwill, Presiding Commissioner~~  
**KAREN M. MILLER**

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*[Signature]*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*[Signature]* by jj 08/08/13 1190 / 71101 / \$95,600.00  
Signature Date Appropriation Account



RubinBrown LLP  
Certified Public Accountants  
& Business Consultants

One North Brentwood  
Saint Louis, MO 63105

T 314.290.3300  
F 314.290.3400

W rubinbrown.com  
E info@rubinbrown.com

July 15, 2013

Ms. June Pitchford  
County Auditor  
Boone County, Missouri  
801 East Walnut, Room 304  
Columbia, Missouri 65201

Dear June:

As in prior years after our detailed review of the County's final schedule of federal expenditures, we have determined that the County has four major federal programs for the year ended December 31, 2012. In order to comply with the provisions of the A-133 single audit act, these three programs were required to be audited for the year ended December 31, 2012. The programs were as follows:

- CFDA #16.588 - U.S. Department of Justice – Violence Against Women Formula Grants
- CFDA #16.738 and 16.803 - U.S. Department of Justice – Edward Byrne Memorial Justice Assistance Grant (JAG) Cluster
- CFDA #93.563 – U.S. Department of Health and Human Services – Child Support Enforcement
- CFDA#81.128 – U.S. Department of Energy – Energy Efficiency and Conservation Block Grant

---

Our original proposal for professional services included the audit of one major program only and estimated the additional cost for each additional major program beyond one requiring audit to be \$5,000 each for the 2008 year end.

In 2008 we had 2 programs and decided not to bill anything extra since it was our first year as auditors for the County. Each year after that there has been additional federal programs requiring audit and we proposed a reduced fee below the proposed \$5,000 in each of those circumstances. Fees for the additional programs will be as follows:

Violence Against Women Formula Grants	Included
Edward Byrne Memorial Justice Assistance Grant (JAG) Cluster	\$3,000
Child Support Enforcement	\$3,000
Energy Efficiency and Conservation Block Grant	\$3,000

We are requesting an amendment to our engagement letter to include the additional time and effort it will require to complete the single audit for 2012 for additional fees of \$9,000.

We appreciate the opportunity to be of continued service to Boone County and believe this letter accurately summarizes the scope of the additional work to be performed.

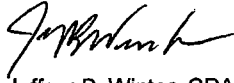




Commission Order: 395-2013

Sincerely,

RubinBrown LLP



Jeffrey B. Winter, CPA

Partner

Direct Dial Number: 314.290.3408

E-mail: jeff.winter@rubinbrown.com

JBW: sac



# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

7/18/13

REQUEST DATE Add to PO 13-90

VENDOR NO. 13642 VENDOR NAME Rubinbrown LLP

ADDRESS

CITY

To: County Clerk's Office

Comm Order # 395-2013

Return to Auditor's Office

Please do not remove staple

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

#### Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

**#49-27OCT08**

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount	
1	1	9	0	7	1	1	0	1	Increase in audit fees due to add'l major programs	3	3000.00	9000.00
								META: OK to add to existing open PO (#2013 90) or to issue separate PO. Either way is fine with me. JP				
								TOTAL			9000.00	

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt  
Prepared By

Requesting Official

  
Auditor Approval

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 27th day of August 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Conference Room 301 by the Department of Revenue on September 19, 2013 from 8:30 a.m. to 11:30 a.m.

Done this 27th day of August, 2013.

ATTEST:

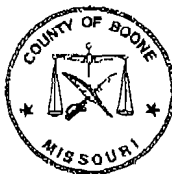
Wendy S. Noen  
Wendy S. Noen  
Clerk of the County Commission

Absent  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
Acting Presiding Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Department of Revenue

Address: 301 West High St

City: Jefferson City State: MO ZIP Code: 65101

Phone: 573-751-9611 Website: dor.mo.gov

Individual Requesting Use: Tina Bruns Position in Organization: Revenue Tech

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: DWI Hearings

Description of Use (ex. Speaker, meeting, reception): Hearing

Date(s) of Use: 09/19/2013

Start Time of Setup: \_\_\_\_\_ AM/PM Start Time of Event: 8:30 AM/PM

End Time of Event: 11:30 AM/PM End Time of Cleanup: \_\_\_\_\_ AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Tina Bruns

Phone Number: 573-751-9611 Date of Application: 8/22/2013

Email Address: Tina\_Bruns@dor.mo.gov

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

Karen M. Miller  
County Commissioner  
(ACTING PRESIDING COMMISSIONER)

DATE: 8-27-13