

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

March

20 15

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


Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 27-10JUN14 – Mental Health Screenings.

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

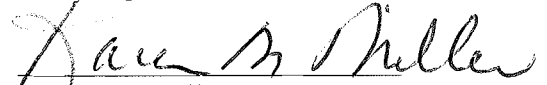
Done this 10th day of March, 2015.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Amendment Number One – 27-10JUN14 - Mental Health Screenings

Contract 27-10JUN14 – *Mental Health Screenings* was approved by commission for award to The Curators of the University of Missouri (on behalf of the University of Missouri Assessment and Consultation Clinic) (now known as the Thompson Center) on December 11, 2014, commission order 559-2014. This amendment changes the name from The Curators of the University of Missouri (on behalf of the University of Missouri Assessment and Consultation Clinic) to The Curators of the University of Missouri (on behalf of the Thompson Center) and clarify the mission of the Thompson Center.

Invoices will be paid from department 2161 – CCS Funding Opportunities, account 71106 – Contracted Services.

cc: Kelly Wallis, Children's Services
Contract File

**CONTRACT AMENDMENT #1
MENTAL HEALTH SCREENINGS**

The Contract Agreement **27-10JUN14** dated December 11, 2014 made by and between Boone County, Missouri and **The Curators of the University of Missouri (on behalf of the University of Missouri Assessment and Consultation Clinic)** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Change name to **The Curators of the University of Missouri (on behalf of the Thompson Center)**, hereafter referred to as "TC".
2. Replace the following paragraph on page 1 of the Contract Agreement:

ACC-Screening is expected to the greatest extent possible to maximize funding from all other sources. ACC-Screening shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. ACC-Screening shall only request reimbursement for services not reimbursable by any other source. ACC-Screening shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

with this language:

Thompson Center (TC) screening is designed to provide initial Psychological assessments for youth in Boone County. Initial screenings may be provided by a PhD or Psychology graduate student with clinical faculty supervision. The screenings will be no more than two hours long and will be billed in units to the Boone County Children's Fund. Insurance will not be billed for the screening visits, in order to reduce barriers to access, expedite services, and determine the appropriate pathway and resources for the patient and family.

If it is determined that a full assessment is needed at the TC, family financials will be reviewed to see if eligible for additional coverage through Boone County Children's Fund or other, possible funding sources. This review will include completion of a one-page financial document, most recent income tax forms, and co-insurance responsibilities. Benchmarks will be set above defined poverty lines to again, reduce barriers to access. In addition, Boone County Children's fund may be utilized for learning disability referrals from the schools and/or additional, clinical testing hours not covered or denied coverage by insurance companies.

TC shall provide documentation and assurance to the County that billing requests to the County under this Agreement are not a duplication of reimbursement requests from any other source of funding.

3. Add the following County clarification questions with Contractor's responses per Abigail Tuttle's e-mail dated December 31, 2014 to the contract:
 - a. Provide an explanation of the merger of the ACC to the TC. Is this merely a change in name and location or are there other effects of this merger that would have an impact on what was presented in the proposal response? For instance, has the Mission statement changed? Is there any new governance? Changes in key staff responsible for implementation? Etc.

Response: The answer is kind of both. The ACC and TC had overlapping missions in the sense of both being part of MU. We also referred families back and forth depending on their specific needs. The mission of Thompson Center is to improve the lives of individuals and families affected by autism and neurodevelopmental disorders through world class programs that integrate research, clinical service delivery, education and public policy. Dr. Knoop would be responsible for implementation along with his psychology colleagues, Dr. Connie Brooks and Dr. Megan Carney (all previously from the ACC).

- b. Are the "initial" screenings consistent with what was described in the proposal? Will the same tools be used? Will the proposed outcomes be the same? Will measurement of the outcomes be handled in the same way?

Response: The screenings will be very similar as in the initial proposal. The screening tools might vary slightly, i.e. using the Child Behavior Checklist (CBCL) instead of the Behavior Assessment System for Children (BASC) for the behavior assessment. Both tools measure many of the same emotional and behavioral characteristics. The proposed outcomes and measures will be the same.

- c. Will the unit price for the initial screenings be the same as what is currently in the Agreement?

Response: Yes, we will use the same rate of \$110.40 per hour.

- d. In regard to when a full assessment is needed, it is appropriate to set a benchmark above poverty lines. Please define, i.e. 200% of the federal poverty level.

Response: Attached is the calculator we use for our intervention services and group visits. I would like to utilize this also as it is a sliding scale and doesn't completely rule someone out if they are only partially eligible. What are your thoughts on that? Would Boone County prefer to use a pre-determined scale of 200%?

- e. As far as the Children's Services Fund being utilized for referrals from the schools for learning disabilities, please provide more information. How are these referrals currently being paid for? What types of referrals are common from the schools?

Response: Some of the schools have funding to pay for certain testing, i.e., Harrisburg utilizes the ACC for IQ testing. Other school-based referrals tend to be for questions related to ADHD, learning concerns, behavior concerns, emotional outbursts or anger management issues. Occasionally, the school will request that we perform a Functional Behavior Analysis for a specific student on-site in the school building. The referrals don't always come directly from the schools. Regardless of the referral source, some the referral types, especially those related to learning disorders, are not covered by insurance.

4. 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.

THE CURATORS OF THE UNIVERSITY OF MISSOURI
(ON BEHALF OF THE THOMPSON CENTER)

BOONE COUNTY, MISSOURI

by Karen M. Stren
Signature

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

Title: Authorized Signer + Pre Award Manager

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

UMC Project #: 00047392

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 Paschford by JP 02/09/15
Signature Date

2161-71106
Appropriation Account

Thompson Center for Autism and Neurodevelopmental Disorders
Application for Financial Assistance

Patient Name: _____
 Date of Birth: _____ Telephone #: _____
 Street Address: _____
 City: _____ Zip Code: _____

Responsible Party Name: _____
 Date of Birth: _____ Telephone #: _____
 Street Address: _____
 City: _____ Zip Code: _____

Annual Family Income: \$ _____ (Attach most recent copy of federal tax return)

*Family Size: _____ (Include only immediate family members living in your household--parents, spouses, children, siblings, and related persons)

Do you have health insurance? _____ Y _____ N

Do you receive assistance through one of the following services:

- | | |
|---|-----------------|
| Missouri Health Net (Medicaid) | _____ Y _____ N |
| Supplemental Security Income | _____ Y _____ N |
| MO Division of Developmental Disabilities | _____ Y _____ N |
| MO Bureau of Special Health Care Needs | _____ Y _____ N |
| MO Senate Bill 40 Board | _____ Y _____ N |
| MO First Steps (0-3 program) | _____ Y _____ N |
| Other | _____ Y _____ N |

I hereby certify that the information I have furnished above is true and correct to the best of my knowledge. Should my circumstances change (for instance, an increase in annual income or becoming eligible for agency or health insurance coverage), I agree to notify the Thompson Center immediately at (573) 882-6081.

Signature: _____
 Printed Name: _____ Date: _____

FOR OFFICE USE ONLY	
Percentage of HHS Poverty Guideline _____ % Qualifies for _____ % Assistance	
Specific service to be provided: _____	
Initial Assessment Cost: \$ _____	Service Cost \$ _____
Eligible Assistance \$ _____	Funded \$ _____
Source of Funds: _____	

Uncompensated Care Funds for ISD

Family Size 1

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost
>\$48,735	100%	\$0	0%	\$0	\$0
\$48,195 - 48,735	95%	\$0	5%	\$0	\$0
\$47,653 - 48,194	93%	\$0	7%	\$0	\$0
\$47,112 - 47,652	90%	\$0	10%	\$0	\$0
\$46,570 - 47,111	85%	\$0	15%	\$0	\$0
\$46,029 - 46,569	80%	\$0	20%	\$0	\$0
\$45,487 - 46,028	75%	\$0	25%	\$0	\$0
\$44,946 - 45,486	65%	\$0	35%	\$0	\$0
\$44,404 - 44,945	60%	\$0	40%	\$0	\$0
\$43,863 - 44,403	55%	\$0	45%	\$0	\$0
\$43,321 - 43,862	50%	\$0	50%	\$0	\$0
\$42,780 - 43,320	45%	\$0	55%	\$0	\$0
\$42,238 - 42,779	40%	\$0	60%	\$0	\$0
\$41,697 - 42,237	35%	\$0	65%	\$0	\$0
\$41,155 - 41,696	30%	\$0	70%	\$0	\$0
\$40,614 - 41,154	25%	\$0	75%	\$0	\$0
\$40,072 - 40,613	20%	\$0	80%	\$0	\$0
\$38,989 - 40,071	15%	\$0	85%	\$0	\$0
\$38,448 - 38,988	10%	\$0	90%	\$0	\$0
\$37,906 - 38,447	5%	\$0	95%	\$0	\$0
\$0 - 37,905	0.00%	\$0	100.00%	\$0	\$0

End of Worksheet

Uncompensated Care Funds for ISD

Family Size 2

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost
>\$65,565	100%	\$0	0%	\$0	\$0
\$64,838 - 65,565	95%	\$0	5%	\$0	\$0
\$64,109 - 64,837	93%	\$0	7%	\$0	\$0
\$63,381 - 64,108	90%	\$0	10%	\$0	\$0
\$62,652 - 63,380	85%	\$0	15%	\$0	\$0
\$61,924 - 62,651	80%	\$0	20%	\$0	\$0
\$61,195 - 61,923	75%	\$0	25%	\$0	\$0
\$60,467 - 61,194	65%	\$0	35%	\$0	\$0
\$59,738 - 60,466	60%	\$0	40%	\$0	\$0
\$59,010 - 59,737	55%	\$0	45%	\$0	\$0
\$58,281 - 59,009	50%	\$0	50%	\$0	\$0
\$57,553 - 58,280	45%	\$0	55%	\$0	\$0
\$56,824 - 57,552	40%	\$0	60%	\$0	\$0
\$56,096 - 56,823	35%	\$0	65%	\$0	\$0
\$55,367 - 56,095	30%	\$0	70%	\$0	\$0
\$54,639 - 55,366	25%	\$0	75%	\$0	\$0
\$53,910 - 54,638	20%	\$0	80%	\$0	\$0
\$52,453 - 53,909	15%	\$0	85%	\$0	\$0
\$51,725 - 52,452	10%	\$0	90%	\$0	\$0
\$50,996 - 51,724	5%	\$0	95%	\$0	\$0
\$0 - 50,995	0.00%	\$0	100.00%	\$0	\$0

End of Worksheet

Uncompensated Care Funds for ISD

Family Size 3

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost
>\$81,395	100%	\$0	0%	\$0	\$0
\$81,482 - 82,395	95%	\$0	5%	\$0	\$0
\$80,565 - 81,480	93%	\$0	7%	\$0	\$0
\$79,650 - 80,564	90%	\$0	10%	\$0	\$0
\$78,734 - 79,649	85%	\$0	15%	\$0	\$0
\$77,819 - 78,733	80%	\$0	20%	\$0	\$0
\$76,903 - 77,818	75%	\$0	25%	\$0	\$0
\$75,988 - 76,902	65%	\$0	35%	\$0	\$0
\$75,072 - 75,987	60%	\$0	40%	\$0	\$0
\$74,157 - 75,071	55%	\$0	45%	\$0	\$0
\$73,241 - 74,156	50%	\$0	50%	\$0	\$0
\$72,326 - 73,240	45%	\$0	55%	\$0	\$0
\$71,410 - 72,325	40%	\$0	60%	\$0	\$0
\$70,495 - 71,409	35%	\$0	65%	\$0	\$0
\$69,579 - 70,494	30%	\$0	70%	\$0	\$0
\$68,664 - 69,578	25%	\$0	75%	\$0	\$0
\$67,748 - 68,663	20%	\$0	80%	\$0	\$0
\$65,917 - 67,747	15%	\$0	85%	\$0	\$0
\$65,002 - 65,916	10%	\$0	90%	\$0	\$0
\$64,086 - 65,001	5%	\$0	95%	\$0	\$0
\$0 - 64,085	0.00%	\$0	100.00%	\$0	\$0

End of Worksheet

Uncompensated Care Funds for ISD

Family Size 4

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost	Enter Cost of Service
>\$99,925	100%	\$0	0%	\$0	\$0	
\$98,124 - 99,225	95%	\$0	5%	\$0	\$0	
\$97,021 - 98,123	93%	\$0	7%	\$0	\$0	
\$95,919 - 97,020	90%	\$0	10%	\$0	\$0	
\$94,816 - 95,918	85%	\$0	15%	\$0	\$0	
\$93,714 - 94,815	80%	\$0	20%	\$0	\$0	
\$92,611 - 93,713	75%	\$0	25%	\$0	\$0	
\$91,509 - 92,610	65%	\$0	35%	\$0	\$0	
\$90,406 - 91,508	60%	\$0	40%	\$0	\$0	
\$89,304 - 90,405	55%	\$0	45%	\$0	\$0	
\$88,201 - 89,303	50%	\$0	50%	\$0	\$0	
\$87,099 - 88,200	45%	\$0	55%	\$0	\$0	
\$85,996 - 87,098	40%	\$0	60%	\$0	\$0	
\$84,894 - 85,995	35%	\$0	65%	\$0	\$0	
\$83,791 - 84,893	30%	\$0	70%	\$0	\$0	
\$82,689 - 83,790	25%	\$0	75%	\$0	\$0	
\$81,586 - 82,688	20%	\$0	80%	\$0	\$0	
\$79,381 - 81,585	15%	\$0	85%	\$0	\$0	
\$78,279 - 79,380	10%	\$0	90%	\$0	\$0	
\$77,176 - 78,278	5%	\$0	95%	\$0	\$0	
\$0 - 77,175	0.00%	\$0	100.00%	\$0	\$0	

End of Worksheet

Uncompensated Care Funds for ISD

Family Size 5

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost	Enter Cost of Service
>\$116,055	100%	\$0	0%	\$0	\$0	
\$114,177 - 116,055	95%	\$0	5%	\$0	\$0	
\$113,477 - 114,176	93%	\$0	7%	\$0	\$0	
\$112,188 - 113,476	90%	\$0	10%	\$0	\$0	
\$110,898 - 112,187	85%	\$0	15%	\$0	\$0	
\$109,609 - 110,897	80%	\$0	20%	\$0	\$0	
\$108,319 - 109,608	75%	\$0	25%	\$0	\$0	
\$107,030 - 108,318	65%	\$0	35%	\$0	\$0	
\$105,740 - 107,029	60%	\$0	40%	\$0	\$0	
\$104,451 - 105,739	55%	\$0	45%	\$0	\$0	
\$103,161 - 104,450	50%	\$0	50%	\$0	\$0	
\$101,872 - 103,160	45%	\$0	55%	\$0	\$0	
\$100,582 - 101,871	40%	\$0	60%	\$0	\$0	
\$99,293 - 100,581	35%	\$0	65%	\$0	\$0	
\$98,003 - 99,292	30%	\$0	70%	\$0	\$0	
\$96,714 - 98,002	25%	\$0	75%	\$0	\$0	
\$95,424 - 96,713	20%	\$0	80%	\$0	\$0	
\$92,845 - 95,423	15%	\$0	85%	\$0	\$0	
\$91,556 - 92,844	10%	\$0	90%	\$0	\$0	
\$90,266 - 91,555	5%	\$0	95%	\$0	\$0	
\$0 - 90,265	0.00%	\$0	100.00%	\$0	\$0	

End of Worksheet

Uncompensated Care Funds for ISD

Family Size 6

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost	Enter Cost of Service
>\$132,885	100%	\$0	0%	\$0	\$0	
\$131,410 - 132,885	95%	\$0	5%	\$0	\$0	
\$129,933 - 131,409	93%	\$0	7%	\$0	\$0	
\$128,457 - 129,932	90%	\$0	10%	\$0	\$0	
\$126,980 - 128,456	85%	\$0	15%	\$0	\$0	
\$125,504 - 126,979	80%	\$0	20%	\$0	\$0	
\$124,027 - 125,503	75%	\$0	25%	\$0	\$0	
\$122,551 - 124,026	65%	\$0	35%	\$0	\$0	
\$121,074 - 122,550	60%	\$0	40%	\$0	\$0	
\$119,598 - 121,073	55%	\$0	45%	\$0	\$0	
\$118,121 - 119,597	50%	\$0	50%	\$0	\$0	
\$116,645 - 118,120	45%	\$0	55%	\$0	\$0	
\$115,168 - 116,644	40%	\$0	60%	\$0	\$0	
\$113,692 - 115,167	35%	\$0	65%	\$0	\$0	
\$112,215 - 113,691	30%	\$0	70%	\$0	\$0	
\$110,739 - 112,214	25%	\$0	75%	\$0	\$0	
\$109,262 - 110,738	20%	\$0	80%	\$0	\$0	
\$106,309 - 109,261	15%	\$0	85%	\$0	\$0	
\$104,833 - 106,308	10%	\$0	90%	\$0	\$0	
\$103,356 - 104,832	5%	\$0	95%	\$0	\$0	
\$0-103,355	0.00%	\$0	100.00%	\$0	\$0	

End of Worksheet

Uncompensated Care Funds for ISD

Family Size 7

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost	Enter Cost of Service
>\$149,715	100%	\$0	0%	\$0	\$0	
\$148,053 - 149,715	95%	\$0	5%	\$0	\$0	
\$146,389 - 148,052	93%	\$0	7%	\$0	\$0	
\$144,726 - 146,388	90%	\$0	10%	\$0	\$0	
\$143,062 - 144,725	85%	\$0	15%	\$0	\$0	
\$141,399 - 143,061	80%	\$0	20%	\$0	\$0	
\$139,735 - 141,398	75%	\$0	25%	\$0	\$0	
\$138,072 - 139,734	65%	\$0	35%	\$0	\$0	
\$136,408 - 138,071	60%	\$0	40%	\$0	\$0	
\$134,745 - 136,407	55%	\$0	45%	\$0	\$0	
\$133,081 - 134,744	50%	\$0	50%	\$0	\$0	
\$131,418 - 133,080	45%	\$0	55%	\$0	\$0	
\$129,754 - 131,417	40%	\$0	60%	\$0	\$0	
\$128,091 - 129,753	35%	\$0	65%	\$0	\$0	
\$126,427 - 128,090	30%	\$0	70%	\$0	\$0	
\$124,764 - 126,426	25%	\$0	75%	\$0	\$0	
\$123,100 - 124,763	20%	\$0	80%	\$0	\$0	
\$119,773 - 123,099	15%	\$0	85%	\$0	\$0	
\$118,110 - 119,772	10%	\$0	90%	\$0	\$0	
\$116,446 - 118,109	5%	\$0	95%	\$0	\$0	
\$0 - 116,445	0.00%	\$0	100.00%	\$0	\$0	

End of Worksheet

Uncompensated Care Funds for ISD

Family Size 8

Annual Income (\$) Range	% of monthly cost paid by Family	Family \$	% of monthly cost paid by UCF	UCF \$	Total Program Cost	Enter Cost of Service
>\$166,545	100%	\$0	0%	\$0	\$0	
\$164,696 - 166,545	95%	\$0	5%	\$0	\$0	
\$162,845 - 164,695	93%	\$0	7%	\$0	\$0	
\$160,995 - 162,844	90%	\$0	10%	\$0	\$0	
\$159,144 - 160,994	85%	\$0	15%	\$0	\$0	
\$157,294 - 159,143	80%	\$0	20%	\$0	\$0	
\$155,443 - 157,293	75%	\$0	25%	\$0	\$0	
\$153,593 - 155,442	65%	\$0	35%	\$0	\$0	
\$151,742 - 153,592	60%	\$0	40%	\$0	\$0	
\$149,892 - 151,741	55%	\$0	45%	\$0	\$0	
\$148,041 - 149,891	50%	\$0	50%	\$0	\$0	
\$146,191 - 148,040	45%	\$0	55%	\$0	\$0	
\$144,340 - 146,190	40%	\$0	60%	\$0	\$0	
\$142,490 - 144,339	35%	\$0	65%	\$0	\$0	
\$146,369 - 142,489	30%	\$0	70%	\$0	\$0	
\$138,789 - 140,368	25%	\$0	75%	\$0	\$0	
\$136,938 - 138,788	20%	\$0	80%	\$0	\$0	
\$133,237 - 136,937	15%	\$0	85%	\$0	\$0	
\$131,387 - 133,236	10%	\$0	90%	\$0	\$0	
\$1129,536 - 131,386	5%	\$0	95%	\$0	\$0	
\$0 - 129,535	0.00%	\$0	100.00%	\$0	\$0	

End of Worksheet

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 15

County of Boone

10th

day of

March

20

15

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 117-123118SS with Corrective Asphalt Materials, LLC of South Roxana, IL for the application of Reclamite Preservative Seal.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet and Purchase Agreement.

Done this 10th day of March, 2015

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

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
DATE: February 27, 2015
RE: Sole Source Approval – 117-123118SS – Reclamite Preservative Seal

Attached for signature is a Sole Source Request Form and contract for Boone County Resource Management with Corrective Asphalt Materials, L.L.C. of South Roxana, IL for the application of Reclamite Preservative Seal.

This will be a term and supply contract and invoices will be paid from 2041–Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs. Approximately \$35,000 was budgeted for this service in 2015. Cost for Reclamite application is:

- Unit Price: \$0.82 /Square Yard
- Pre Sweeping: \$0.03/Square Yard additional
- Post Sweeping: \$0.04/Square Yard additional
- Maximum pricing increase per contract period of 4%

Reclamite is an emulsion of specific petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite combines with asphalt to restore its original desirable properties. Reclamite Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Daily Tribune on January 15, 2015.

cc: Derin Campbell, Resource Management
Dan Haid, Resource Management
Contract File

Boone County Purchasing

Melinda Bobbitt, CPPO
Director



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	<u>Resource Management</u>
Person Requesting	<u>Derin Campbell</u>
Date Requested	<u>1/6/15</u>
Contact Phone Number	<u>573-886-4488</u>

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: *Amy Robbins* 1-8-15
Signature Date

SOLE SOURCE NUMBER: 117-123118SS
(Assigned by Purchasing)

COMMISSION APPROVAL: *[Signature]* 3-10-15
Signature Date

Expiration Date: 20 through 2/31/15 with 3 1-year renewals 20 One Time Purchase (check)

Vendor Name Corrective Asphalt Materials (CAM, LLC)
Vendor Address 300 Daniel Boone Trail / PO Box 87129, South Roxanna, IL 62087
Vendor Phone and Fax 618-254-3855
Product Description Reclamite - Preservative Seal
Estimated Cost \$35,000

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor**
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.
Reclamite is an emulsion of specific petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite combines with asphalt so as to restore its original desirable properties. **Reclamite Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.**
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
✓ TRICOR Refining, LLC is the patent owner of Reclamite and it is only distributed and applied in MO by Corrective Asphalt Materials, Inc.. See attached letter from TRICOR.
✓ Tricor Refining, LLC – Reclamite® Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 30 year history of product use. It has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.
4. What research has been done to verify this vendor as the only known source?
✓ Identified the manufacturer as TRICOR Refining, LLC; printed attached distributor list;
✓ Received letter from TRICOR Refining, LLC stating that CAM, LLC has an agreement with TRICOR to manufacture and apply the final Reclamite Preservative Seal emulsion in the state of Missouri.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
✓ Yes (please attach a list of known sources) **Attached. This vendor (Corrective Asphalt Materials, LLC) is the product distributor in Missouri for TRICOR Refinery, patent owner of Reclamite.**
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain. No
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product? None
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s). N/A
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers. **It has not been purchased by the County previously.**
10. What are the consequences of not securing this specific commodity/material?
A missed opportunity to add a treatment tool to our standard treatments that may prove to be more effective and less expensive.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary). None

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed? **We would like to put a 4-year term & supply agreement in place with the vendor so that we don't have to re-contract with them in subsequent years for the same product and service. The agreement would be in effect from date of award through December 31, 2018 pending vendor agreement during the annual renewal period each December.**

**PURCHASE AGREEMENT FOR
RECLAMITE PRESERVATIVE SEAL & APPLICATION TERM & SUPPLY**

THIS AGREEMENT dated the 10th day of March 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Corrective Asphalt Materials, LLC**, herein "Contractor."

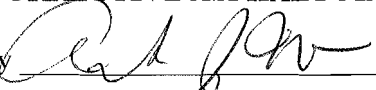
IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Primary Specifications for **Reclamite Preservative Seal & Application**, Corrective Asphalt Materials, LLC quote dated **January 12, 2015** and executed by **Jack Witte** on behalf of the Contractor, Division of Labor Standards letter regarding the applicability of the prevailing wage law to Reclamite application dated October 17, 2011, Boone County Sole Source/No Substitute Fact Sheet for Reclamite Preservative Seal #117-123118SS and Boone County Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with contractor's quote may be permanently maintained in the County Purchasing Office contract file for this quote if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Milling and Overlay Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County **for three (3) additional one-year periods** subject to the pricing clauses in the Contractor's quote and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management -- Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services 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.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

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

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

CORRECTIVE ASPHALT MATERIALS, LLC.


by 
 title CEO

BOONE COUNTY, MISSOURI

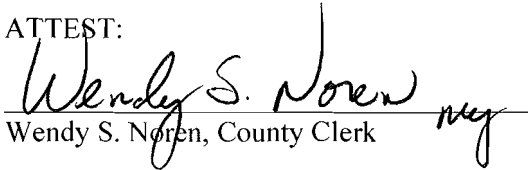
by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

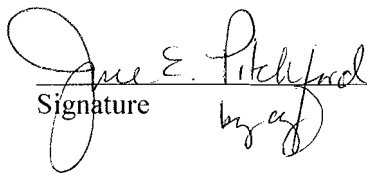

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u></u>	<u>2/27/15</u>	<u>2041/71202</u>	<u>Term and Supply</u>
Signature	Date		<u>No Encumbrance Required</u>
			Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all 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.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



RECLAMITE PRESERVATIVE SEAL & APPLICATION

Primary Specifications

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 Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the items within.

Scope – There is no minimum quantity of work expressed or implied associated with this contract.

CONTRACT DURATION - The contract shall be effective from the **date of award through December 31, 2015** and may be renewed for up to an additional **three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.

CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

PRICING – The unit prices for the items identified on the Contractors quote shall remain fixed for the identified original contract period. All prices shall be as indicated on the Contractor's quote. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

TECHNICAL REQUIREMENTS - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.

SPECIAL PROVISIONS – Reclamite Emulsified Maltene-Based Rejuvenator:

General Scope: This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of Reclamite Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

Pre-Construction: Upon request by the Resident Engineer, The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications.

Material Specifications: The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. The CONTRACTOR must submit a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

RECLAMITE MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS:

Property	Test Method	Requirements	
		Min.	Max.
Viscosity @ 25°C, SFS	ASTM D244	15	40
Residue, w%	D244 (Mod) ³	60	65
Miscibility Test	D244 (Mod.) ²		Pass
Sieve Test, w%	D244(Mod.) ¹	-	0.1
Particle Charge Test	D244		Positive
Tests on Distillation Residue:			
Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

¹Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

²Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

Material Performance: The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8”). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

Product Standards: The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices

quoted shall be for one of these standards.

Applicator Experience: The asphalt rejuvenating agent shall be applied by an experienced applicator of such material.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work.

Application Temperature and Weather Limitations: The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer.

Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

Application Equipment: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply % pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

Application of Rejuvenating Agent: The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be

treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. Upon request by the Resident Engineer, the Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

Field Testing: No field testing is required by Boone County. Any field testing performed will be at the CONTRACTOR'S expense.

Street Sweeping: All areas treated will be swept after treatment to remove any residual material to the satisfaction of the County. Sweeping prior to treatment will be expected unless deemed unnecessary by the County. Pre and Post Sweeping to be performed at the prices indicated in Corrective Asphalt Materials, LLC quote to Boone County, Missouri dated January 12, 2015.

Traffic Control and Safety: The CONTRACTOR shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control. The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and MO-DOT standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

Spreading of Sand or Screenings:

Sand or screenings shall be furnished by the CONTRACTOR. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the payment surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a

rate of two pounds to four pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

Resident Notification: The County (OWNER) will perform resident notifications for this contract. The County is required to post No Parking signs no less than 72 hours prior to towing any offending vehicles, therefore requires 72 hours notice from the CONTRACTOR prior to work being scheduled.

Basis of Payment: Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene Based Asphalt Rejuvenating Agent per square yard. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

Warranty - The contractor shall warranty both the labor and material for a period of one year from the date of application.

Damage to County Property – Contractor shall be responsible for any damage to County property which is directly caused by the contractor during the time services are performed.

Projects will be inspected by department personnel.

SCHEDULING – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in March of 2015 with an anticipated date when each project will be finished being prepped by Boone County forces, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to September 1, 2015, but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 calendar days prior to the beginning of a particular project. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.

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

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

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

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

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 sub-contractors 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.

LIEN WAIVERS - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;

BILLING AND PAYMENTS – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201.

DESIGNEE – Boone County Resource Management – Engineering Division

Overhead Line Protection: 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.

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.

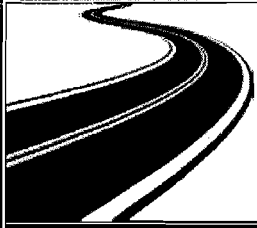
The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

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.

Employment of Unauthorized Aliens Prohibited

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

Payment Bond – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.



Corrective
Asphalt
Materials, LLC

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

January 12, 2015

Amy Robbins
Senior Buyer
Boone County Purchasing
613 E. Ash St. Room 109
Columbia, MO 65201
Phone: 573-886-4392
Fax: 573-886-4390
arobbins@boonecountymo.org

2015 Reclamite Maltene Based Rejuvenating Agent pricing - Boone County, MO:

- Unit Price: \$0.82 /Square Yard
- Pre Sweeping: \$0.03/Square Yard additional
- Post Sweeping: \$0.04/Square Yard additional
- Maximum pricing increase per year: 4%

These prices reflect non-prevailing wage rates. The Department of Labor has classified Reclamite and CRF as non-prevailing wage item. Documentation has been included.

Sincerely,

Jack Witte
Civil Engineer
President
Corrective Asphalt Materials, LLC

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



**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

RECLAMITE

Asphalt pavement rejuvenating agent



Preservative Seal

WHAT IS RECLAMITE® PRESERVATIVE SEAL?

Reclamite® is an emulsion of specific petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite® penetrates seeking the asphalt in the pavement in preference to the aggregate. The result is that Reclamite® combines with the asphalt so as to restore its original desirable properties. In some cases the asphalt is improved over the original because of the superior quality of the added components.

Reclamite® stops pavement deterioration where it begins, at the top. The light components or fractions in the asphalt binder referred to as maltenes oxidize from the binder causing asphalt to become dry and brittle. The resulting loss of aggregate, cracking and moisture intrusion furthers pavement deterioration that will eventually without

intervention, lead to total pavement failure.

Pavements exhibiting early signs of aging (hairline cracking, raveling, segregation, pitting, dryness) as well as new asphalt pavement are excellent candidates for Reclamite® Preservative Seal treatment. Reclamite® increases penetration values and reduces viscosity values. Reclamite® seals out moisture, restores the asphaltene/maltene balance. Reclamite® having natural solvency ability because of its naphthenic base, fluxes with the asphalt restoring the aggregate/asphalt bond.

Reclamite® Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.



Residential street application



Untreated

Treated



Airport application

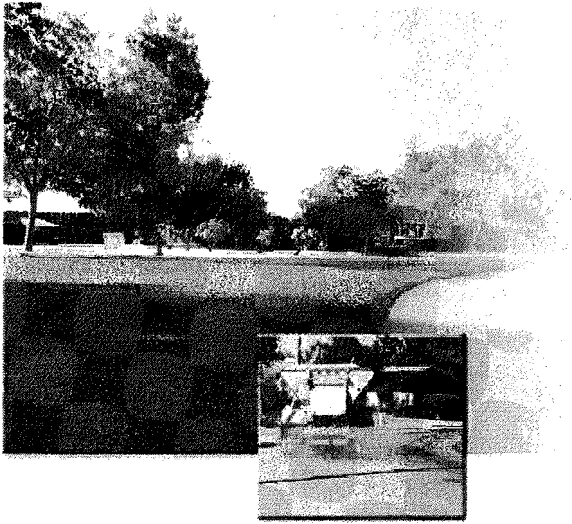


Highway application

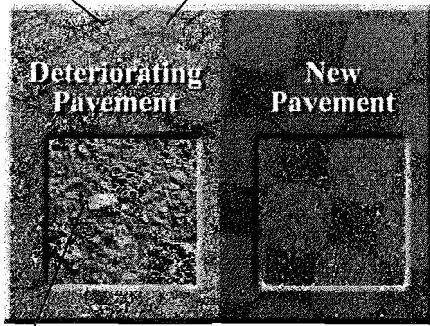


TRICOR REFINING, LLC

PRODUCERS of GOLDEN BEAR PRESERVATION PRODUCTS



Appearance of fine cracks
Asphalt has become brittle



Fine aggregate material loss

HOW RECLAMITE® PRESERVATIVE SEAL EXTENDS PAVEMENT LIFE.

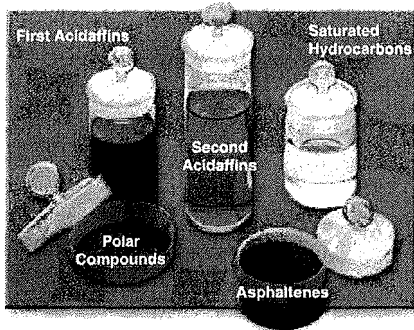
Reclamite® has been used successfully for over 40 years. Whether you are dealing with asphalt pavement in the hot, dry southwest United States, humid southern and southeast states or the damp and colder climates experienced in northern climates and Canada, application results are similar; improved durability of the asphalt, (durability being the interdependence between composition and aging), re-balancing the chemistry of the oxidized pavement, ability to delay the aging process and reverse premature aging.

Reclamite® Preservative Seal provides a simple, one step method for sealing and waterproofing the asphalt. It is effective for extending the life of newly constructed pavement.

Reclamite® delays the aging process by replenishing the maltenes and re-constituting the binder. Aged asphalt can be restored to a new and highly durable mix, virtually equal to or better than the original consistency.

Asphalt consists of five basic components: asphaltenes, polar compounds, first acidaffins, second acidaffins and saturated hydrocarbons. The later four are referred to as maltene fractions. These components in asphalt are subject to weathering and oxidation.

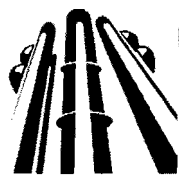
Components of Asphalt



Reclamite® is an emulsion manufactured from a naphthenic crude stock. Naphthenic base is wax free, has a natural low pour point and has excellent natural solvency ability allowing it to penetrate and absorb.

Reclamite® is spray applied. The emulsion is diluted 2:1 (product to water) or 1:1 with water. Application rates are measured in square yards or meters and vary according to pavement absorption and application needs. Normal treatment can provide 5-7 years additional service life. A second application can be considered at that time.

Your Reclamite Representative:



TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – Fax 661.393.1601

January 7, 2015

Amy Robbins
Senior Buyer
Boone County Purchasing
613 E. Ash St. room 109
Columbia, MO 65201

Dear Amy,

RE: Sole Source Applicator for Reclamite Preservative Seal 2015

Corrective Asphalt Materials
P.O. Box 87129
South Roxana, IL 62087

This letter confirms that Tricor Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply Reclamite® Preservative Seal as the sole source supplier/applicator in the States of Illinois, Missouri, Arkansas, Iowa, Kentucky and Alabama. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the covered states with Reclamite® rejuvenating applications.

Tricor Refining, LLC – Reclamite® Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use. Reclamite® has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.

Please feel free to contact me if you have any questions.

Yours truly,

Jim Brownridge

Jim Brownridge
Marketing Manager
Tricor Refining, LLC
Producers of Golden Bear Preservation Products
Cellular: 661.337.9979
Email: jimb@tricorrefining.com

United States Distributors

Arizona

Pavement Restoration Inc.

2135 N. Horn St. Suite A
Mesa, AZ 85203

Lee Beasley

Phone: 813-299-5333

Email: hlbeasley@earthlink.net

Website: www.paverestore.com

Arizona, Nevada

Alabama

Corrective Asphalt Materials, llc

910 Oakdrive NE

Culman, AL 36055

Daniel Kerber

Phone: 256.297.1810

Cell: 256.338.8618

Fax: 256.727.6403

Email: daniel@camalabama.com

Website: <http://www.cammidwest.com>

Alaska

Alaska Sure Seal

Tracy Palm

Address: 785 W Brooks Ave, Anchorage, Alaska 99669

Phone: 907-262-4069

California

Tricor Refining, LLC

Jim Brownridge

Address: P.O. Box 5877, Bakersfield CA 93388-5877

Phone: 661-337-9979

Email: jimb@tricorrefining.com

Colorado

Cobitco, Inc.

Doug Martin

Address: 5301 Bannock St. Denver Colorado 80216

Phone: 800-783-8575 / 303-296-8575

Applicator:

Pavement Restoration, Inc.

Lee Beasley

Phone: 813-299-5333

Email: hlbeasley@earthlink.net

Website: www.paverestore.com

Indiana

Rejuvtec, Inc.

Rex Hedges

Address: 1316 Deloss St., Indianapolis, Indiana 46203

Phone: 800-550-5330 / 317-241-9023

Email: rex@rejuvtec.com

Website: www.rejuvtec.com

Idaho**Tricor Refining, LLC**

Jim Brownridge

Address: P.O. Box 5877, Bakersfield CA 93388-5877**Phone:** 661-337-9979**Email:** jimb@tricorrefining.com**Kansas / N. Oklahoma****Proseal, Inc.**

Chris Greenwell

Address: P.O. Box 741, El Dorado, Kansas 67042**Phone:** 316.321.0025**Email:** proseal@aol.com**Website:** www.proseal.us**Illinois****Corrective Asphalt Materials, Inc.**

Rachel Lang

Address: 43 W 630 Wheeler Rd, Sugargrove, Illinois 60554**Phone:** 630-631-2854 / 618-254-3855**Missouri****Corrective Asphalt Materials, Inc.**

Tony Witte, Jack Witte

300 Daniel Boone Trail

South Roxanna, IL62087

Phone: 618-254-3855

Illinois, Missouri, Arkansas, Kentucky, Mississippi, Alabama**Minnesota/Wisconsin****Fahrner Asphalt Sealers, llc**

Jim Pearson or Tyler Cass

2800 Mecca Drive

Plover, WI 54467

Phone: 715.341.2868**Email:** japearson@fahrnerasphalt.com**Website:** <http://www.fahrnerasphalt.com>**Montana****Tricor Refining, LLC**

Jim Brownridge

Address: P.O. Box 5877, Bakersfield CA 93388-5877**Phone:** 661-337-9979**Email:** jimb@tricorrefining.com**Nevada****Pavement Restoration Inc.**

1139 E Curry Rd. Suite 12

Tempe, Arizona 85281

Lee Beasley

Phone: 813-299-5333Website: www.paverestore.com**Arizona, Nevada****North Dakota and Wyoming****Tricor Refining, LLC**

Jim Brownridge

Address: P.O. Box 5877, Bakersfield CA 93388-5877**Phone:** 661-337-9979

Email: jimb@tricorrefining.com

Ohio



Pavement Technology Inc

"Pavement Preservation Specialists"

Website: www.pavetechinc.com

Mr. Colin Durante, President

Address: 24144 Detroit Road, Westlake, Ohio 44145

Phone: 800-333-6309 / 440-892-1895

Fax: 440-892-0953

Email: cdurante@pavetechinc.com

Mr. Dave Buynak, Vice President Of Sales

Phone: 216-299-0362

E-Mail: dbuynak@pavetechinc.com

Mr. Dave Helm (OH, MI, KY)

Phone: 937-239-2756

E-Mail: dhelm@pavetechinc.com

Joan Miller (North and South Carolina)

Phone: 704.488.5388

Email: jreynolds@pavetechinc.com

Florida:

Mr. Ken Carpenter (Gulf Side)

Phone: 727-641-0913

E-Mail: kcarpenter@pavetechinc.com

Mr. Chris Evers (Atlantic Side)

Phone: 727.638.1699

Email: cevers@pavetechinc.com

Tennessee:

Mr. John Calvert

Phone: 865-803-4721

E-Mail: jgcalvert@pavetechinc.com

Ohio

D&D Emulsions Inc.

Charles Dawson, Delbert Dawson

Address: 270 Park Avenue East, P.O. Box 1706, Mansfield, Ohio 44901

Phone: 419-522-9440

Fax: 419-522-8606

Email: charlesdawson1@hotmail.com

Website: www.ddemulsionsinc.com

Coverage Area:

Michigan, Ohio, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida

Oregon

Tricor Refining, LLC

Jim Brownridge

Address: P.O. Box 5877, Bakersfield CA 93388-5877

Phone: 661-337-9979

Email: jimb@tricorrefining.com

New England States**Tricor Refining, LLC**

Jim Brownridge

Address: P.O. Box 5877, Bakersfield CA 93388-5877**Phone:** 661-337-9979**Email:** jimb@tricorrefining.com**Massachusetts:**

Felix A Marino Co., Inc.

32 Corwin Street, Peabody, MA 01960

Fred or Peter Marino

Phone: 978.532.3838

Email: felixmar@aol.com**Texas / E. New Mexico / S. Oklahoma****Pavement Restoration, Inc.**

Rob Wiggins

Address: P.O. Box 1532, Boerne, Texas 78006**Phone:** 813.323.2710**Email:** paverestore@msn.com**Utah****Pavement Restoration, Inc.**

Rob Wiggins

Address: P.O. Box 1532, Boerne, Texas 78006

Phone: 813.323.2710

Email: paverestore@msn.com**Tricor Refining, LLC**

Jim Brownridge

Address: P.O. Box 5877, Bakersfield CA 93388-5877

Phone: 661-337-9979

Email: jimb@tricorrefining.com**Wisconsin****Fahrner Asphalt Sealers, llc**

Jim Pearson or Tyler Cass

2800 Mecca Drive

Plover, WI 54467

Phone: 715.341.2868**Email:** japearson@fahrnerasphalt.com**Website:** <http://www.fahrnerasphalt.com>**Canadian Distributors****"Green Technologies for the Modern Road Managers"**



Ontario:



**Technical Services and Marketing:
Paul Beevor CRS-S**

75 Industrial Road,
Tottenham, Ontario L0G 1W0
Phone: 866-772-2224
Cell: 519-881-7479
Email: pbeevor@superiorroad.com

Operations:

Mike Legere
75 Industrial Road
Tottenham, Ontario L0G 1W0
Cell: 519-881-8506



Pounder Emulsions, A division of Husky Oil Limited

Main Office:

Blaine Morien, Manager - Technical Services and Innovation
806 - 50th Street East, Saskatoon, S7K 0X6
Phone: (306) 955-7905
Fax: (306) 934-2052
Email: Blaine.Morien@huskyenergy.com

British Columbia:

Monty Kallio, Marketing and Technical Representative
661 West Athabasca Street West, Box 334, Kamloops, BC V2H 5K9
Cell: (250) 320-0127
Fax: (250) 828-7157
Email: Monty.Kallio@huskyenergy.com

Northern Alberta, Yukon and Northwest Territories:

Layne Pynten, Marketing and Technical Representative
10310 - 21st Street, Edmonton, AB T6P 1W4
Cell: (780) 983-7497
Fax: (780) 637-2638
Email: layne.pynten@huskyenergy.com

Southern Alberta:

Rob Earl, Marketing and Technical Representative
705 - 36th Street North, Lethbridge, AB T1H 5H4
Cell: (403) 813-4950
Email: Rob.Earl@huskyenergy.com

Saskatchewan and Manitoba:

Scott McGirr, Marketing and Technical Representative

805 – 50th St. East, Saskatoon, SK S7K 0X6

Phone: 306.934.3033

Cell: 306.221.3691

Email: scott.mcgirr@huskyenergy.com

○ **Back**

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

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

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

addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

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

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Limited Liability Company Details as of 1/8/2015

<p>Fees & Forms</p> <p>FAQ</p> <p>Corporations Home</p> <p>Business Outreach Office</p> <p>UCC Filings</p> <p>Corporation Filings</p> <p>SOS Home</p> <p>Contact Us</p>	<p style="text-align: right;">*Required Field</p> <p>If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.</p> <p>To file a registration report, click the FILE REGISTRATION REPORT button.</p> <p>To order copies or certificates, click the COPIES/CERTIFICATES button.</p> <hr/> <p>RETURN TO Select filing from the list. FILE</p> <p>SEARCH RESULTS Amended and Restated Articles of Organization ONLINE</p> <p style="text-align: center;">Filing Type</p> <hr/> <p>ORDER COPIES/ CERTIFICATES</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">General Information</th> <th style="text-align: left;">Filings</th> <th style="text-align: left;">Address</th> <th style="text-align: left;">Contact(s)</th> </tr> </thead> <tbody> <tr> <td colspan="2">Name CORRECTIVE ASPHALT MATERIALS, L.L.C.</td> <td colspan="2">Address</td> </tr> <tr> <td colspan="2">Type Limited Liability Company</td> <td colspan="2">Charter No. FL0010522</td> </tr> <tr> <td colspan="2">Domesticity Foreign</td> <td colspan="2">Home State IL</td> </tr> <tr> <td colspan="2">Registered Agent CSC-LAWYERS INCORPORATING SERVICE COMPANY</td> <td colspan="2">Status Active</td> </tr> <tr> <td colspan="2">221 Bolivar Street</td> <td colspan="2">Date Formed 12/23/1996</td> </tr> <tr> <td colspan="2">Jefferson City, MO 65101</td> <td colspan="2"></td> </tr> <tr> <td colspan="4">Duration 12/31/2046</td> </tr> <tr> <td colspan="4">Managed by</td> </tr> </tbody> </table> <p>The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.</p>	General Information	Filings	Address	Contact(s)	Name CORRECTIVE ASPHALT MATERIALS, L.L.C.		Address		Type Limited Liability Company		Charter No. FL0010522		Domesticity Foreign		Home State IL		Registered Agent CSC-LAWYERS INCORPORATING SERVICE COMPANY		Status Active		221 Bolivar Street		Date Formed 12/23/1996		Jefferson City, MO 65101				Duration 12/31/2046				Managed by			
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SAM Search Results
List of records matching your search for :

Search Term : Corrective* Asphalt* Materials* LLC*
Record Status: Active

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2015

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

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

PRODUCER USI Midwest Saint Louis 308 North 21st Street Saint Louis, MO 63103-MO 314 436-2399	CONTACT NAME: PHONE (A/C, No, Ext): 314 436-2399	FAX (A/C, No): 314 342-7170
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ACUITY A Mutual Insurance Compa NAIC # 14184 INSURER B : Consolidated Construction Safet 99999 INSURER C : Travelers Insurance Company 19038 INSURER D : INSURER E : INSURER F :	
INSURED CAM, LLC 300 Daniel Boone Trail P.O. Box 87129 South Roxana, IL 62087		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			X92021	03/30/2014	03/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			X92021	03/30/2014	03/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			X92021	03/30/2014	03/30/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC00203360014*	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Contractors Equipment			QT6604343B838	03/30/2014	03/30/2015	Leased/Rented Equipment Limit: \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
***SAFETY NATIONAL PROVIDES EXCESS W/C INSURANCE IN EXCESS OF PROGRAM RETENTIONS.**
RE: #117-123118SS - Reclamite Preservative Seal & Application Term & Supply
 Boone County is included as additional insured under General Liability as respects work performed by the named insured where required by written contract. A waiver of subrogation applies in favor of the additional insureds where required
 by written contract, except as prohibited by law.

CERTIFICATE HOLDER Boone County 613 E. Ash, Rm. 109 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

(Please complete and return with Contract)

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

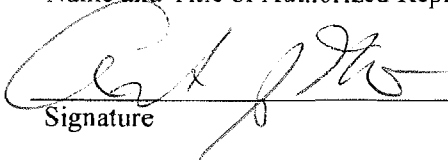
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Anthony J. Witte, P.E., CEO

Name and Title of Authorized Representative



Signature

February 23, 2015

Date

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

County of Madison)

State of Illinois)

)ss
)

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

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



2/23/2015

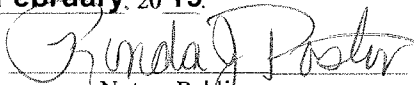
Affiant

Date

Anthony J. Witte, P.E., CEO

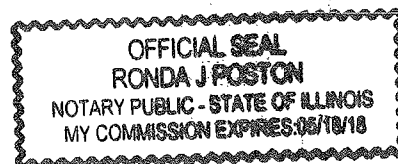
Printed Name

Subscribed and sworn to before me this 23 day of February, 20 15.



Notary Public

Ronda J. Poston



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



Company ID Number: 239654

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 Materials, LLC (CAM, LLC) (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).



Company ID Number: 239654

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Corrective Asphalt Materials, LLC (CAM, LLC)

Company Facility Address: 300 Daniel Boone Trail

South Roxana, IL 62087

Company Alternate

Address: P. O. Box 87129

South Roxana, IL 62087

County or Parish: MADISON

Employer Identification

Number: 371359575

North American Industry Classification Systems

Code: 324

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified

for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ILLINOIS 2 site(s)

Company ID Number: 239654

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Ronda J Poston	Fax Number:	(618) 254 - 2200
Telephone Number:	(618) 254 - 3855		
E-mail Address:	rondaposton@cbnstl.com		

Name:	Anthony J Witte	Fax Number:	(618) 254 - 5500
Telephone Number:	(618) 254 - 3855		
E-mail Address:	tonywitte@camllcil.net		

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 J 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 15

In the County Commission of said county, on the 10th day of March 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 27-10JUN14 – Access to Healthy Food.

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


Done this 10th day of March, 2015.

ATTEST:

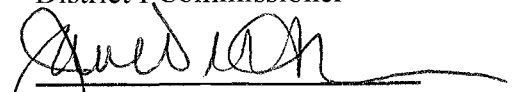
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Director



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
DATE: March 2, 2015
RE: Contract Amendment Number One to *27-10JUN14 – Access to Healthy Food*

Contract *27-10JUN14 – Access to Healthy Food* was approved in commission on December 11, 2014 on commission order 589-2014. The attached amendment raises the age limit on the Access to Healthy Food Program from, “under 10 years of age,” to, “10 to 12 years of age.”

cc: Kelly Wallis
Joanne Nelson
Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
ACCESS TO HEALTHY FOOD**

The Agreement **27-10JUN14** dated December 11, 2014 made by and between Boone County, Missouri and **Sustainable Farms & Communities**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Raise the age limit on the Access to Healthy Food Program to be from 10 to 12 years of age.
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.

SUSTAINABLE FARMS & COMMUNITIES, INC.

by *Kenneth Shiff*
title *Chair, SF&C*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

J. Johnson
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u><i>Jane Pitchford</i></u>	<u><i>03/03/15</i></u>	<u>2161 / 71106 / No encumbrance required</u>
Signature	Date	Appropriation Account

Amy Robbins - Modification in BCCSB contract

From: Kenneth Pigg <lkenth80@hotmail.com>
To: Joanne Nelson <jnelson@boonecountymmo.org>
Date: 1/28/2015 9:34 AM
Subject: Modification in BCCSB contract
CC: Kathryn Oberg Roberts <oh_k_o2002@yahoo.com>, Claire Donze <clairedonze8...>

Joanne, per our conversation last week about raising the age limit on the AHF program from 10 to 12 years of age, I am requesting formal approval of this modification to our contract.

The reason is that we have begun the formation of a partnership with the Columbia Public Schools to assist SF&C with recruitment of eligible families, promotion of SNAP and AHF enrollments and fuller understanding of obstacles to utilization. We have been advised that raising the age limit from 10 to 12 years of age will make it easier for school personnel in the elementary grades (K-5) to spread the message effectively at parent-teacher meetings, and consultations with students along with stuffing info flyers into buddy packs. We plan to target the four schools with the highest percentage eligibility for reduced fee meals.

Please advise...

Ken Pigg
Chair, SF&C



AGREEMENT FOR PURCHASE OF SERVICES Access to Healthy Food

THIS AGREEMENT dated the 11th day of December, 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "BCCSB" and **Sustainable Farms & Communities, Inc.** a tax-exempt, not organized for profit agency or governmental entity, hereinafter referred to as "**SF&C**".

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, the SF&C has submitted a complete Request for Funding Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to SF&C thereof; and

WHEREAS, the BCCSB has approved the Request for Funding Proposal in whole or in part as hereinafter set forth,

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY SF&C

SF&C is expected to the greatest extent possible to maximize funding from all other sources. SF&C shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. SF&C shall only request reimbursement for services not reimbursable by any other source. SF&C shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract. SF&C will perform the services and carry out the activities as set forth in the Request for Funding Proposal Application. SF&C agrees to, and understands that services performed under this agreement are limited to the Request for Funding Proposal Application.

2. **Contract Documents.** This agreement shall consist of the Request for Proposal #27-10JUN14 (Purchase of Services) and SF&C's response to the County of Boone's Request for Proposal, Requests for Additional Information, and Best and Final Offer Responses. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over the SF&C's Proposal, Requests for Additional Information, and Best and Final Offer Responses.

3. **Purchase.** The BCCSB agrees to purchase from the SF&C and the SF&C agrees to furnish **Access to Healthy Food** for children and youth nineteen years of age or less and their families, as described and in compliance with the original Request for Proposal and as presented in the SF&C's response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$45,000** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through **December 31, 2015** subject to the provisions for termination specified below. This contract may at the sole discretion of the BCCSB and with the agreement of SF&C be **renewed for an additional two (2) one-year periods**. SF&C agrees and understands that the BCCSB may require supplemental information to be submitted by SF&C prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Service (POS) Contract, the unit cost for **matching funds of \$25 of Supplemental Nutrition Assistance Program (SNAP) benefits redeemed at the Columbia Farmer's Market** is the mutually agreed upon rate of **\$25.00 per week**. All billing shall be invoiced to BCCSB monthly by the 10th of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the SF&C, the BCCSB 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. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Request for Funding Proposal Application and the Responses to Requests for Additional Information, as submitted by SF&C to monitor service delivery and program expenditures. SF&C agrees to submit to the BCCSB a mid-year service report by July 30, 2015 for the period beginning with the date of contract execution to June 30, 2015 and an annual service report by January 29, 2016, for the period of July 1, 2015 to December 31, 2015. Variations on this date may be requested by SF&C and, if so stipulated, are noted on this contract document. Payments may be withheld from SF&C if reports designated here are not submitted on time, until such time as the reports are filed. Reporting requirements will include but are not limited to information regarding agencies' outcomes and indicators, client demographic information, and other information and data deemed appropriate by the BCCSB. SF&C agrees to submit its reports through an on-line reporting system if requested.

8. **Audits.** SF&C also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of SF&C's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to BCCSB program activities be made available to BCCSB as part of the required audit. Payment may be withheld from SF&C, if reports designated here are not made available upon request.

9. **Monitoring.** SF&C agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect SF&C's services, activities, programs and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, SF&C hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event SF&C requests to make any change, modification, or an amendment to funded services, one-time items, activities and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from SF&C must be included with the request. Requests to the BCCSB must be submitted in writing at least two weeks prior to the BCCSB meeting.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded by the Commission/BCCSB shall be investigated in accordance with SF&C's policies and procedures and in accordance with any local/state/federal regulations. SF&C agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. SF&C must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** SF&C will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** SF&C agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to SF&C's provision of such services.

14. **Accreditation/Licensure/Certifications.** All agencies must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing".

15. **Conflict of Interest.** SF&C agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and SF&C, and this shall include any transaction in which SF&C is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** SF&C may enter into subcontracts for components of the contracted service as SF&C deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, the SF&C shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** SF&C agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. SF&C shall require each subcontractor to affirmatively state in its Agreement with the SF&C that the subcontractor shall not knowingly employ, hire for employment or continue to

employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide SF&C a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** SF&C agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against SF&C or any individual acting on the SF&C's behalf, including subcontractors, which seek to enjoin or prohibit SF&C from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If SF&C ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth and their families, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if SF&C no longer used capital equipment, materials, and building purchased with CSF funds for its original intent, SF&C will need BCCSB approval to re-direct.

20. **Failure to Perform/Default.** In the event SF&C, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to SF&C as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** This agreement may be terminated by the BCCSB upon 15 days advance written notice for any of the following reasons or under any of the following circumstances:

a. BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of BCCSB, or

c. BCCSB may terminate this agreement with 15 days of prior written notice should the SF&C fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. BCCSB may terminate this agreement at will by giving at least 30 days prior written notice to the SF&C, or

e. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

22. **Indemnification.** SF&C agrees to hold harmless, defend and indemnify the BCCSB, 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 **Sustainable Farms and Communities, Inc.**, (meaning anyone, including but not limited to consultants having a contract with the SF&C or subcontractor for part of the services), or anyone directly or indirectly employed by SF&C, or of anyone for whose acts SF&C 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 negligence.

23. **Publicity by the Agency.** SF&C shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. SF&C will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. SF&C will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. SF&C agrees to acknowledge the Children's Services Fund as a funding source on all written and electronic publications including brochures, letterhead, annual reports and newsletters.

24. **Independence.** This contract does not create a partnership, joint venture or any other form of joint relationship between the BCCSB and SF&C. The BCCSB does not recognize any of the SF&C's employees, agents or volunteers as those of the BCCSB.

25. **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.

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

27. **Record Retention Clause.** SF&C shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of the this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

28. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services
605 E. Walnut, Ste. A
Columbia, MO 65201

Any written notice or communication to the SF&C shall be mailed or delivered to:

Sustainable Farms and Communities, Inc.
Dr. Kenneth Pigg, Chairperson
P.O. Box 1092
Columbia, MO, 65205

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

Sustainable Farms & Communities, Inc.

Boone County, Missouri

By: Kenneth Pigg
Signature

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

By: Kenneth E. Pigg, Chair
Printed Name/ Title

By: Boone County Children's Services Board
Les Wagner
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

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

June Pitchford by jg 2161 / 71106 / \$45,000
Signature Date Appropriation Account
An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

March

20 15

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


Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Renewal Number Six to 49-27OCT08 – Financial and Compliance Auditing Services.

The terms of this renewal are stipulated in the attached Contract Renewal Number Six. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Renewal Number Six.


Done this 10th day of March, 2015.

ATTEST:

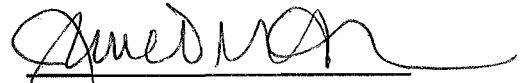
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 2, 2015
RE: Contract Renewal Number Six – 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 contract renewal is for auditing services for year end 2014.

Total cost of contract is \$93,200 and will be paid from departments 1190 – Non-Departmental, account 71101 – Professional Services.

cc: June Pitchford, Auditor
Bid File

BOONE COUNTY AUDITOR

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

2/11/15

REQUEST DATE

13642

VENDOR NO.

RubinBrown LLP

VENDOR NAME

49-27OCT08

BID NUMBER

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1190	71101	Financial & Compliance Audit 2014	1	93200.00	\$93,200.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					93,200.00

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

PROC

[Signature]

**AGREEMENT FOR
FINANCIAL AND COMPLIANCE AUDITING SERVICES
RENEWAL #6 – FOR YEAR ENDED 12/31/2014**

THIS AGREEMENT dated the 10th day of March 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **RubinBrown LLP** 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 Agreement for **Financial and Compliance Auditing Services**, County of Boone Request for Proposal number **49-27OCT08** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the unexecuted Response/Pricing Page, addendums #1, #2, #3, & #4, Best and Final Offer #1, Contractor’s proposal response dated October 23, 2008, Best and Final Offer Response dated November 25, 2008, Amendment #1-3, and Engagement Letter dated January 22, 2015, executed by Ted Williamson, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the unexecuted Response/Pricing Page and the Best and Final Offer, Amendment #1-3, shall prevail and control over the Contractor’s proposal, Engagement Letter and Best and Final Offer responses. In addition, the following portions of the Contractor’s proposal (also referred to as “Engagement Terms”) attached to the Engagement Letter dated January 22, 2015, directed to June Pitchford, Boone County Auditor, are specifically NOT part of this Contract and are to be considered deleted or modified as set forth below:

- a) Fees and Billing terms referenced in Exhibit A are modified to be consistent with the terms of this Contract document, paragraphs 2, 3 and 4, as set forth below.
- b) The “Agreed Upon Scope of Work” is to be considered modified so as to include those terms and provisions set out in the other Contract documents referenced above.
- c) The “Confidentiality” clause is considered modified so as to allow any disclosure required by Chapter 610 RSMo, also known as “The Sunshine Act.”
- d) The “Limitation of Liability” clause is deleted.
- e) The “Indemnification” clause is deleted.
- f) The “Mediation” clause is deleted.
- g) The “Binding Arbitration” clause is deleted.
- h) The “Attorneys’ Fees and Costs” clause is deleted.
- i) The “Entire Agreement and Modification” clause is considered modified to be consistent with paragraph 6 below.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Financial and Compliance Auditing Services to the County, as described and in compliance with the original Request for Proposal and as presented in Contractor's response(s). Cost for audit fee for said services for year ended December 31, 2014 (for audit conducted in 2015) shall be Ninety Three Thousand Two Hundred Dollars and Zero Cents (\$93,200.00).

3. **Contract Duration** - This agreement may be extended beyond the expiration date by order of the County for one additional one year period and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date. Pricing for renewal year shall be as agreed upon by the parties.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Auditor on an annual basis for service described in the proposal specifications. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

110-2015

RUBINBROWN LLP

By: Fred Wilkin

Title: Partner

BOONE COUNTY, MISSOURI

By: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

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

AUDITOR CERTIFICATION:

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

<u>Jane Pitchford by jg</u>	<u>03/03/2015</u>	1190 / 71101 / \$93,200.00
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

January 22, 2015

The County Commissioners
Ms. June Pitchford, County Auditor
Boone County, Missouri
801 East Walnut , Room 304
Columbia, Missouri 65201

Ladies and Gentlemen:

We appreciate the opportunity to be of service to Boone County, Missouri ("Client"). This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we," "us," and "our" refer to RubinBrown and the terms "you," "your" and "management" refer to Boone County, Missouri. Your engagement of RubinBrown will be governed by the terms of this Letter and the attached RubinBrown LLP Engagement Terms.

Scope of Services

We are pleased to confirm our understanding of the services we are to provide Boone County, Missouri for the year ended December 31, 2014. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Boone County, Missouri as of and for the year ended December 31, 2014. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Boone County, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Boone County, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Information
3. Pension and OPEB Information

We have also been engaged to report on supplementary information other than RSI that accompanies Boone County, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Fund Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory Section of the CAFR
2. Statistical Section of the CAFR

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue written reports upon completion of our audit of your Financial Statements and our Single Audit. Our reports will be addressed to those responsible for corporate governance of Boone County, Missouri. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s). If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report or we may withdraw from this engagement.

Audit Procedures — General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any, or violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for

responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Ted Williamson will serve as the partner responsible for the overall supervision of the audit engagement and for authorizing the Firm's signature on the audit report letter.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures — Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Boone County, Missouri's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Boone County, Missouri's major programs. The purpose of these procedures will be to express an opinion on Boone County, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. If you have so requested, as part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. If you have requested our assistance with the preparation of the financial statements and related notes, you will be required to acknowledge in a written representation letter our assistance with such preparation and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonaudit services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is responsible for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Boone County, Missouri and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in a written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal

control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of our interim fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or

studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Engagement Administration, Timing and Fees

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of RubinBrown LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RubinBrown LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by cognizant or oversight agencies or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with *Government Auditing Standards* our most recent peer review report accompanies this Letter.

Our fee for the Attest Services will be \$93,200 which includes out-of-pocket expenses. The fees are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. The fees also contemplate that there will be no more than one major federal program required to be audited

as part of the Single Audit, as stipulated in our original proposal. If significant additional fees are necessary, we will discuss them with you and agree to a new fee estimate before additional fees are incurred. We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner.

Engagement Terms

Attached is an additional statement of terms regarding our engagement titled, RubinBrown LLP Engagement Terms (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms will govern. To the extent any apparent or actual contradiction may exist, the RubinBrown Engagement Terms will be deemed controlling and will supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter at issue.

Conclusion

We appreciate the opportunity to be of service to you. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,

RubinBrown LLP



Ted Williamson, CPA

Partner

Direct Dial Number: 314.678,3534

Email: ted.williamson@rubinbrown.com

Attachment

Exhibit A - RubinBrown LLP Engagement Terms

Exhibit B - Peer Review Report

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of Boone County, Missouri.

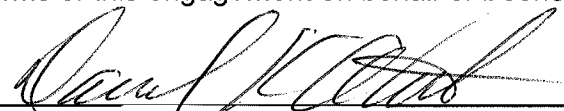
Approved By:  Date: 3-10-15

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the Agreement), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

1. **Agreed Upon Scope of Work.** RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay RubinBrown's customary fee for such services.

2. **Period Covered.** This engagement letter covers the period beginning on the date the described services begin and ending on the date all such services have been completed. Except where a separate engagement letter is used, the terms of the Letter and these Terms will apply to any such additional work we are asked to perform.

3. **Billing Terms.** Invoices will be rendered monthly and presented to you for services performed in the prior month and are due and payable within 30 days of the date of the billing statement. We reserve the right to suspend or terminate further services until payment is received on all invoices that are not paid in full within 30 days of the date of the billing statement. In the event that we suspend or terminate this engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines. A 1½% per month service charge will be added to balances remaining unpaid 60 days or more after the invoice date.

4. **Cooperation and Participation.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client, and RubinBrown has no duty to verify the accuracy or completeness of information provided by Client.

5. **Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

6. **Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

7. **Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. Nothing herein shall preclude RubinBrown from disclosing confidential Client information in response to a validly issued and enforceable subpoena or as otherwise required by law, or from disclosing confidential Client information to RubinBrown's attorneys, advisors, insurers, or agents who agree to maintain the confidentiality of such information, with or without notice to Client.

In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third party professional service providers with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party professional service providers to ensure that confidential information of its clients is fully protected from loss or misuse. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party professional service provider.

Except as otherwise specifically provided herein, Client shall at no time disclose any of RubinBrown's services, fees, work product, deliverables and other confidential material, including but not limited to internally developed financial models, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's services, work product or deliverables hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

Notwithstanding anything herein to the contrary, (i) no term of the Agreement is intended to be, and shall not be construed to be, a condition of confidentiality as such term is used in Sections 6011, 6111 and 6112 of the Internal Revenue Code of 1986, as amended ("IRC"), the regulations thereunder and/or Section 10.35 of Treasury Department Circular 230 ("Circular 230"), (ii) Client is hereby authorized to disclose to any and all persons, without any limitation of any kind, any aspect of any entity, plan, arrangement or transaction RubinBrown introduces, addresses or recommends, or with respect to which RubinBrown provides advice, consultation or services pursuant to the Agreement, it being Client's duty to ascertain whether any additional authorization from any other person or entity is necessary or desirable, and (iii) there is no limitation imposed herein on any person or entity on disclosure of the tax treatment, tax structure or tax strategy of any transaction that is the subject of written advice (as defined in Circular 230) provided by RubinBrown pursuant to the Agreement.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

8. **Subpoenas for Client's Records and Information.** At any time during or after our Engagement, should RubinBrown receive a subpoena from a Third Party seeking production of Client's records or confidential information, or testimony relating to RubinBrown's Engagement, RubinBrown will, to the extent permitted by law, notify Client using the last contact information for Client known to RubinBrown. Upon such notification, should Client wish to take action to protect its records and /or its information from production in compliance with the subpoena, it shall be Client's obligation to do so in compliance with applicable law, at Client's expense, using counsel of Client's choice. Irrespective of Client's decision regarding what action, if any, it intends to take to protect its records and information, RubinBrown shall have the right to engage its own counsel to assist and advise RubinBrown in coordinating with Client and/or Client's counsel in this regard, and/or in responding to the subpoena. Client shall reimburse RubinBrown, upon receipt of an appropriate invoice, for all of RubinBrown's internal and external costs and expenses in responding to any subpoena for Client's records, and/or providing testimony pursuant to such subpoena, including RubinBrown's reasonable and customary fees for such services, as well as its internal costs (employee time and expenses), external costs (copy services or other vendors), and reasonable attorneys' fees.

9. **Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

10. **Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

11. **External Factors: Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

12. **Affiliates.** If the Letter provides that RubinBrown's services, work product or deliverables may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, such Affiliates shall be bound by the terms of the Agreement. Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

13. **Limitation of Liability.** The liability of RubinBrown (including its partners, employees, agents and affiliated companies) to Client (and any purported third-party beneficiaries, including Affiliates) for any claim or damages (including but not limited to incidental, special, exemplary, punitive or consequential), whether in contract, strict liability, tort (including but not limited to RubinBrown's NEGLIGENCE or FAULT, except that this provision does not purport to limit liability for RubinBrown's intentional/willful torts or for any other liabilities for which a limitation of liability is prohibited by Missouri law), or otherwise, arising out of, connected with, or resulting from RubinBrown's services, work product or deliverables or the Engagement generally, shall not exceed all fees related to the Engagement paid by Client to RubinBrown, even if RubinBrown has been advised of the possibility of such claims or damages.

14. **Baker Tilly International.** RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English Company. Baker Tilly International provides no professional services to clients. Each of the member firm is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown or any of the other independent member firms of Baker Tilly International has any liability for each others acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm. RubinBrown shall in no event be held liable for any work or conduct (whether negligent, intentional, fraudulent, or otherwise) done by Baker Tilly International or any other member firm.

15. **Indemnification.** Client agrees to release, indemnify, and hold RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors and assigns harmless from any liability and costs, including attorneys' fees, resulting from knowing misrepresentations by management of Client. Client's obligation to indemnify shall survive until such time as all claims against RubinBrown are legally barred under all applicable statutes of limitation.

16. **Independent Contractor Status.** Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

17. **Assignments and Successors.** Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns, heirs, estates, and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

18. **No Third Party Rights.** Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any services, work product or other deliverables hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns, and neither Client nor RubinBrown intends for RubinBrown's services to be used by or to provide any benefit or guidance to any other persons. The work product or services provided hereunder shall not be disclosed or disseminated to third parties or used for any purpose, other than as specifically set forth in the Letter, without RubinBrown's prior written consent.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

19. **Mediation.** If Client (including any purported third-party beneficiaries, including Affiliates) is dissatisfied with the quality or timeliness of RubinBrown's services, or believes such services were in any way negligently performed, Client agrees to promptly notify RubinBrown in writing of its dissatisfaction and specifically set forth its complaints. If the parties are unable to resolve their differences within thirty (30) days after RubinBrown's receipt of Client's written notice, it is agreed that either party may invoke the services of an impartial mediator under the auspices of the commercial mediation rules of the American Arbitration Association, United States Arbitration and Mediation Service, or any other national neutral mediation service, at the election of the party who first requests mediation. It is agreed that no claim pertaining to the quality or timeliness and/or alleged negligence of RubinBrown's provided services shall be arbitrated unless the foregoing procedures have first been followed and the mediator fails to settle the claim within thirty (30) days after the mediation process has concluded.

20. **Binding Arbitration.** Any and all disputes in any way concerning the services provided by RubinBrown pursuant to the Agreement (including services performed under any prior agreement) or the business relationship arising out of the Engagement or any prior Engagement shall be committed to binding arbitration before the American Arbitration Association ("AAA"), including any disputes involving parties who are Affiliates of Client or who are alleged third-party beneficiaries to this Agreement. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive jurisdiction to resolve any disputes involving RubinBrown, and it is the intent of this Agreement that this grant of jurisdiction be the broadest allowed by law, and that any disputes regarding the scope of the Arbitrator's jurisdiction be both decided by the Arbitrator and resolved in favor of arbitration, except where expressly prohibited by applicable law. Without limiting the foregoing, the Arbitrator shall have exclusive jurisdiction to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement was not agreed to, is invalid, or is void or voidable. Such arbitration shall be conducted in accordance with the AAA's Commercial Arbitration Rules then in effect, as modified by the provisions stated herein. The location of the arbitration shall be in the St. Louis metropolitan area. The parties shall select one arbitrator, unless the amount of any demand or counterclaim in the arbitration shall be \$750,000 or more, in which case the parties shall select three arbitrators. The parties shall have the right to conduct discovery in the arbitration consistent with that discovery permitted by the Federal Rules of Civil Procedure, with the arbitrator(s) to decide any discovery disputes. All proceedings conducted in the arbitration, including any discovery and any order entered by the arbitrator(s), shall be strictly confidential. The award of the arbitrator(s) shall be final, and may be confirmed by the parties in the St. Louis County Circuit Court, or in the United States District Court for the Eastern District of Missouri.

21. **Governing Law.** The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of Missouri, without giving effect to conflicts of laws rules.

22. **Attorneys' Fees and Costs.** In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.

23. **Construction.** To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

24. **Waivers.** Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

25. **Entire Agreement and Modification.** The Agreement supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The Agreement may not be modified or amended except by the mutual written agreement of both parties.

26. **Severability.** If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

27. **Headings.** The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

System Review Report

To the Partners of
RubinBrown LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans and examinations of service organizations (SOC 1).

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP, applicable to non-SEC issuers in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RubinBrown LLP has received a rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
August 22, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/14

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

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

PRODUCER Aon Insurance Services 200 East Randolph Street Chicago, IL 60601	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company (CNA)		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

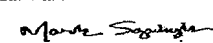
INSURED
RubinBrown LLP
One North Brentwood
St. Louis, MO 63105

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance			APL-275253561	08/15/14	08/15/15	\$1,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Boone County, Missouri 801 East Walnut Room 304 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

10th

day of

March

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to 47-02OCT12 – Networked Fire Alarm Detection and Notification System for the Boone County Jail.

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

Done this 10th day of March, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 6, 2015
RE: Amendment Number Two – 47-02OCT12 – Networked Fire Alarm
Detection and Notification System for the Boone County Jail

Contract 47-02OCT12 – Networked Fire Alarm Detection and Notification System for the Boone County Jail was approved by commission for award to Corsair Controls Inc. of Highland, Illinois December 27, 2012, commission order 601-2012. This amendment clarifies County's expectations and deliverables of the maintenance agreement

Invoices will be paid from department 1256 – Sheriff/Corrections Building HK Maintenance, account 60500 – Equipment Service Contract.

cc: Chad Martin, Sheriff Dept.
Contract File

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
NETWORKED FIRE ALARM DETECTION AND NOTIFICATION SYSTEM FOR THE BOONE
COUNTY JAIL**

The Agreement **47-02OCT12** dated December 27, 2012 made by and between Boone County, Missouri and **Corsair Controls, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Maintenance Agreement shall be renewed for the period January 1, 2015 through December 31, 2015 for the following:

Intercom	\$3,985.00
Fire Alarm Annunciation with LCD Touch Screen	\$1,580.00

2. Maintenance Agreement includes the following:

Basic Services: Two routine maintenance visits at times coordinated with the County. In addition, respond to service calls within 24 hours of notification of system trouble. Adjust and replace defective parts and components with original manufacturer's replacement parts, components and supplies. System trouble is defined as the failure of the intercom system to work (e.g., inability of the C.O. to page or place an intercom call, inability of a push-button intercom station to place a call into the Control Room, inability to hear anything on one side of an intercom call, etc.). Complaints of an intercom or paging call to be too loud or too soft, or of the Audio Monitoring System to be too sensitive or not sensitive enough is not "system trouble". Volume and sensitivity adjustment will be made as part of the two routine maintenance visits.

Additional Services: Perform services within the 12 month period not classified as routine maintenance or as warranty work when authorized in writing. Compensation for additional services must be agreed upon in writing prior to performing services.

a) Phone support versus on-site (The Sheriff Department would like the ability for the maintenance fees paid to cover phone support should the problem be something that their staff can physically do while speaking to someone from the company over the telephone).

Corsair shall provide unlimited phone support to assist Jail staff in identifying, trouble-shooting and fixing Intercom system problems attributable to normal operations.

Intercom system problems due to abnormal operations and conditions, e.g. power surges, vandalism and lightning strikes, shall receive limited phone support. Based on Corsair history with the Sheriff Department and their low incidence rate of abnormal operations and conditions, Corsair should be able to handle all of these requests without requesting additional remuneration. In the case of excessive and/or frequent abnormal operations and conditions, Corsair shall be entitled to additional remuneration.

b) Travel expenses :

Travel expenses are included as part of the Maintenance Agreement.

When Additional Services are requested, they shall be offered at out standard "Time and Materials" rates, as currently defined in our attachment, dated January 1, 2011. These rates are subject to change without notice, but shall be disclosed upon a new request for Additional Services.

c) Sub-contracting of fire alarm maintenance:

Midwest Electronics, the local subcontractor in Columbia that installed the new fire alarm system, will provide all annual Fire Alarm maintenance. The County will schedule them directly by calling their Service Manager, Megan Kegin at (573) 443-5343.

d) Routine Maintenance:

Corsair will schedule with County on a semi-annual basis. Corsair will send one of their Telecor intercom technicians for a day of routine maintenance and system operation auditing. The County facility will provide their designated maintenance technician (who is responsible for the intercom system on a day-to-day basis) to accompany the Corsair representative, assist in auditing intercom functions and to serve as the facility's designated decision-maker in questions of proper intercom operation and settings. The primary tasks of the semi-annual maintenance session are:

- Complete inspection, cleaning and testing of all head-end Intercom equipment.
- Inspect and test intercom consoles.
- Audit the operation of 10% of all intercom stations and paging speakers, from both the Touch-screen computer and the intercom consoles.
- Audit the advanced control features of the intercom consoles; e.g. HOLD calls, REQUEST ABSENT MODE, and CALL CAPTURE.
- Demonstrate and make a limited number of head-end adjustments to intercoms to correct talk/listen volumes. Since volume levels are very subjective settings, differing widely between facility staff and shifts, County designated maintenance technician will decide on the appropriate levels.
- In preparation for each semi-annual maintenance inspection, the County facility will prepare a list of intercom system problems that detail which intercom stations are in need of adjustment. The list will be forwarded to Corsair prior to the inspections to assist Corsair in bringing the right equipment and in planning their work.
- A report of all inspection findings and recommendations will be prepared and provided to County designee within a week.

e) Corsair will be the ONE point of payment from the County. Corsair is responsible for paying Midwest Electronics and all financial transactions are between the County of Boone and Corsair.

f) Explanation of end of life component replacement and how any refurbished parts replacement may apply in this scenario:

Under Alternate #1 in original bid: Provide optional five-year Service Agreements (Corsair's official Proposal, dated September 27, 2012); no materials are included in the five year service agreement. As such, the decision to replace or repair failed equipment is left with the Sheriff Department. Typically, similar institutions elect to replace failed equipment if the cost to repair is 50-60% or higher than the cost to purchase new. As intercom components fail, Corsair will work with the facility to judge if the component should be repaired, or replaced with new. Major components (e.g., amplifiers, main controller, operator consoles, etc.) are usually repairable. Minor components (e.g., console receptacles, wall power adapters, connector panels, etc.) are typically replaced with new parts.

g) List any specifics to software as it applies to the installation (upgrade, firmware, etc.).

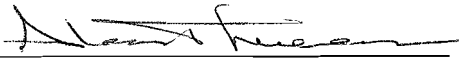
The software and firmware utilized in County's intercom system are both stable and mature; therefore no software/firmware upgrades will be needed for maintenance. If new capabilities/programming are

requested as "Additional Services", there may be a need for a software/firmware upgrade. If required, the additional cost of the software/firmware will be included in Corsair's quote for the requested services.

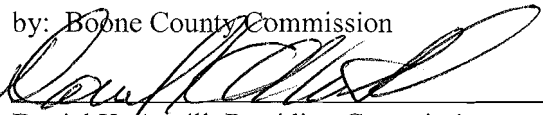
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment Number One shall remain in full force and effect.

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

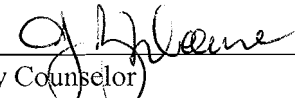
CORSAIR CONTROLS, INC.

by 
title President


BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

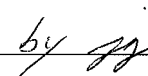

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

June Pitchford by  03/03/2015 1256-60050 \$5,565.00
Signature Date Appropriation Account



Corsair Controls, Inc.
190 Woodcrest Drive
Highland, Illinois 62249
Phone (618) 654-8322
Fax (618) 654-4403

Corsair Controls, Inc.

January 1, 2011

Time and material rates / Standard service call rates

Labor

Programming or design	\$95.00 per hour
Project management	\$95.00 per hour
Panel fabrication	\$80.00 per hour
CAD drawing and documentation	\$65.00 per hour
Travel time from Corsair Controls to the project site is invoiced portal to portal <u>one way</u> trip.	

Expenses

Mileage (round trip)	\$0.51 per mile
Food and lodging	cost plus 25%

Materials

All materials purchased by Corsair Controls will be cost plus 20%.

Reactive service call rates

Labor

Programming or design	\$150.00 per hour
Project management	\$150.00 per hour
Travel time from Corsair Controls to the project site is invoiced portal to portal <u>round</u> trip.	

Expenses

Mileage (round trip)	\$0.51 per mile
Food and lodging	cost plus 25%

Materials

All materials purchased by Corsair Controls will be cost plus 20%.

(Reactive rates apply when we are required to make immediate plans to leave in less than 24 hours or if after hours response is required.)

Alan Thuenemann

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 15

County of Boone

10th

day of March

20 15

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Agreement between Boone County and the Curators of the University of Missouri to pay \$18,000 in support of the Show-Me-Games 2015.

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

Done this 10th day of March, 2015.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
 Karen M. Miller

District I Commissioner

Janet M. Thompson
 Janet M. Thompson

District II Commissioner

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered in this 10th day of march, 2015, by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

WHEREAS, County desires to engage in promotion of Boone County to support economic growth and development; and

WHEREAS, the University, in hosting the Show-Me Games within Boone County, Missouri, is providing an excellent opportunity to promote Boone County to the attendees of the games; and

WHEREAS, the Show-Me Games 2015 will provide a large, economic impact Boone County; and

WHEREAS, the parties are authorized to enter into cooperative agreements pursuant to the provisions of RSMo §70.220.

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University the sum of Eighteen Thousand Dollars (\$18,000.00) in support of the Show-Me Games 2015.
2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2015 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors contributing Twenty Thousand Dollars for the sponsorship of the games.



003802-MNSM-1500

BOONE CTY, MO

COOPERATIVE AGREEMENT


112-2015

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

Curators of the University of Missouri

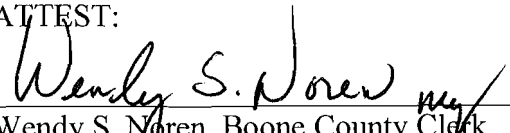
Boone County, Missouri

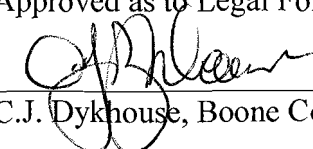
By: 

By: 
Daniel K. Atwill, Presiding Commissioner

Printed Name: Lisa J. Wimmener
Assoc. Director, Business Svcs

Title: _____

ATTEST:

Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:

C.J. Dykhouse, Boone County Counselor

Auditor Certification:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

Jane Pitchford by HA 3-6-15
Auditor Date
Acct: 1510-86687

APPROVED
AS TO
LEGAL FORM
2/10/15

BUSINESS
2/10/15



University of Missouri-Columbia • 1105 Carrie Francke Dr., Room 01 • Columbia, Missouri 65211 • (573) 882-2101 • FAX (573) 884-4004
<http://www.smsg.org>

February 26, 2015

Michele L. Hall
Boone County Commission
801 E Walnut, Room 333
Columbia, MO 65201

Dear Michele:

Please find enclosed signed 2015 contract agreement between Boone County and the Show Me STATE GAMES. Please sign and return a copy back so I can send up to our Business Services as completed.

Thank You!

Karen Harms
Administrative Associate

A handwritten signature in cursive script, appearing to read "Karen Harms".

3/3/15

REQUEST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

3251

Show Me State Games

VENDOR NO.

VENDOR NAME

BID NUMBER

Ship to Department # 1510

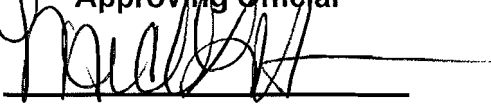
Bill to Department # 1510

Department	Account	Item Description	Qty	Unit Price	Amount
1510	86687	2015 Show Me State Games	1	18000.00	\$18,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					18,000.00

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 15

In the County Commission of said county, on the

10th

day of

March

20

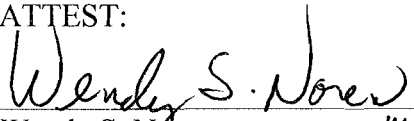
15


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 Missouri Department of Mental Health – Dietetic Services for May 20, 2015 from 9:00 a.m. to 2:00 p.m.

Done this 10th day of March, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: MO Department of Mental Health – Dietetic Services

Address: 1706 E. Elm St.

City: Jefferson City State: MO ZIP Code 65101

Phone: 573-751-7249 Website: Melanie.bullard@dmh.mo.gov

Individual Requesting Use: Melanie Bullard, RDL D Position in Organization: Dietetic Services Coordinator

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Business meeting – DMH Dietetic Services Director's Quarterly Meeting
description of Use (ex. Speaker, meeting, reception): _____

Date(s) of Use: 05/20/2015

Start Time of Setup: 9:00 a.m. AM/PM Start Time of Event: 10:00 a.m. AM/PM

End Time of Event: 2:00 p.m. AM/PM End Time of Cleanup: 2:00 p.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Melanie Bullard, RDL D, Dietetic Services Coordinator

Phone Number: 573-751-7249 Date of Application: 03/06/2015

Email Address: Melanie.bullard@dmh.mo.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

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. Norew
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 3-10-15