



75 EAST MORGAN
MARSHALL, MISSOURI 65340-2151

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Email: mmu@mmumo.net
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January 23, 2025

**MARSHALL MUNICIPAL UTILITIES
REQUEST FOR PROPOSALS
ACID DISPOSAL**

Marshall Municipal Utilities is seeking proposals from qualified contractors for the removal of hydrofluorosilicic acid.

Our primary objective is to ensure the safe and efficient removal of materials in accordance with all relevant regulations and guidelines.

Project Overview:

1. **Scope of Work:** There are approximately 2,200 gallons of hydrofluorosilicic acid in a bulk storage tank located in a building at our Water Treatment Plant located at 27759 County Rd N, Malta Bend, MO 65339. Proposals should include the removal and the proper disposal of the acid and cleaning of the bulk tank after removal in compliance with local, state, and federal regulations. Safety Data Sheets for the acid are included in this packet.
2. **Site Visit:** Interested contractors are invited to visit the site. This visit is crucial for understanding the project requirements and conditions. Please contact Travis Boss, at 660-886-6966 x2800, or tboss@mmumo.net to schedule a site visit.
3. **Proposal Requirements:** Proposals should include the following:
 - Detailed project plan and methodology.
 - Proof of relevant licenses, certifications, and insurance.
 - Cost estimate, including a breakdown of labor, materials, and disposal fees.
 - Timeline for project completion.
4. **Selection Criteria:** Proposals will be evaluated based on the following criteria:
 - Experience and qualifications of the contractor.
 - Adherence to safety protocols and regulatory compliance.
 - Cost-effectiveness.
 - Project timeline and schedule.

Sealed proposals must be received by MMU no later than 1:30 p.m. on February 11, 2025. Please mark the outside of the envelope with "RFP 08-25-WTP". Email and Fax RFPs are not accepted. If you have any questions or need to set a date and time to view the project, please call Travis Boss at 660-886-6966 ext. 2800, tboss@mmumo.net.

RFP #08-25-WTP PROPOSAL SHEET

"In response to this proposal request, I certify that I understand all of the above and attached specifications, that I have read them carefully, and that I will deliver and furnish all equipment stated and listed in the specifications and within the time frame specified unless otherwise indicated in written form."

MMU is exempt from Missouri sales tax. A sales tax exemption form will be provided upon request. Quoted price(s) will be good for 60 days.

Cost to perform work \$ _____

Approximate start time after notice to proceed: _____

NAME OF COMPANY

PHONE #

ADDRESS OF COMPANY

E-MAIL

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF COMPANY

PRINTED NAME

Date

Please seal and return these specifications complete with this form by **1:30 p.m., February 11, 2025** to:

Board of Public Works
75 East Morgan
Marshall, MO 65340

Mark envelope "08-25-WTP" Proposals received after the opening time will not be opened.

NOTE: Mail delivery, including U.S. Postal Service Overnight Express and UPS, to the address above, is not guaranteed to arrive by 1:30 p.m. **Email or fax proposals are not accepted.**

Questions concerning this proposal are to be directed to: call Travis Boss at 660-886-6966 ext. 2800, tboss@mmumo.net.

INSTRUCTIONS TO BIDDERS

General

- A. All terms defined herein are used in conformance with such definitions. All other terms and phrases that have well-known technical or construction industry meanings are used in accordance with those meanings unless otherwise defined herein or other context clearly indicates a different meaning. This Agreement constitutes the complete and integrated agreement between owner and Contractor and supersedes all prior agreements or understandings, whether written or oral. This Agreement may be amended or modified only by a written document signed by the Owner and Contractor.
- B. All work performed by Contractor shall comply in every respect with all applicable laws (including, but not limited to, the Federal Occupational Safety and Health Act, as amended and current) ordinances and regulations of duly constituted authorities in force in the locality in which the work is performed; and if any licenses, permits or bonds are required in connection therewith, the same shall be furnished by Contractor at its own cost and expense.
- C. Contractor shall comply with all provisions of Missouri's Prevailing Wage Law, RSMo Section 290.210 et. Seq. and shall pay prevailing wages in accordance with the applicable Wage Order attached hereto and incorporated herein by reference in the contract documents. (for contracts exceeding \$75,000.)
- D. A license/permit may be required by the City of Marshall by vendors providing services in Marshall. It is the responsibility of the vendor to get this information from the city.
- E. All operations must be planned and carried out in a manner that will minimize interference with the daily operations of the Marshall Municipal Utilities and in conformance with all applicable regulations. Planned operations at the facility must be approved by the department director prior to initiation of any work.
- F. The Bidder must indicate on the proposal form the number of months after the notification of award and start date until completion of the project.

Safety

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. all employees on the worksite and other persons and organizations who may be affected thereby;
 2. all the work and materials and equipment to be incorporated therein, whether in storage on or off the site;
 3. and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph A.1 or A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- B. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents.
 1. Contractor shall supply and require the use of personal protection equipment as necessary.

2. Contractor must furnish Owner with appropriate hazard information on all chemicals brought on site, including labels and material safety data sheets.
 3. Contractor shall furnish Owner with a copy of the Contractor's safety and health program and Workers' Compensation experience modification rate. This shall be submitted with the Contractor's proposal.
- C. If during the course of work, the Contractor observes the existence of asbestos, or asbestos-bearing materials, the Contractor shall immediately stop further work in the area and notify the Owner of the condition. The Owner will determine a further course of action.

Emergencies

- A. In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury, or loss.

Materials and Services to be Furnished by MMU

- A. MMU will provide storage space on the project site for the Contractor's material, equipment, tools, supplies, etc., during the execution of the work.
- B. Utilities shall be provided to the Contractor as required to support his activities. The Contractor shall provide and make temporary connections to these services as directed by MMU.
- C. MMU will perform all electrical disconnects and de-terminations of the equipment within the work area.

Defined Terms

- A. The term "Bidder" means one who submits a Proposal directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder. The term Successful Bidder means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Proposal Documents" includes the Request for Proposal, Instructions to Bidders, the Proposal Bid Sheet, and Scope of Work.

Copies of Proposal Documents

- A. Complete sets of Proposal Documents may be obtained from the Business Office, 75 East Morgan, Marshall, Missouri 65340. Complete sets of Proposal Documents must be used in preparing the Proposal; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

Qualifications of Bidders

- A. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for. Each proposal must contain evidence of Bidder's qualification to do business in the State of Missouri or covenant to obtain such qualification prior to award of the Contract.

Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Proposal, to:
 1. Examine the Contract Documents thoroughly;
 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work;
 3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work;
 4. Study and carefully correlate Bidder's observations with the Contract Documents; and
 5. Notify General Manager of all conflicts, errors, or discrepancies in the Contract Documents.
- B. Before submitting a Proposal, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data

which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Proposal for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

Award of Contract

- A. Owner reserves the right to reject any and all Proposals, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional proposals. Also, Owner reserves the right to reject the Proposal of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Proposal is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Proposals, Owner will consider the qualifications of the Bidders, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Proposal Form or prior to the Notice of Award.
- C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time, and if the contract is to be awarded, it will be awarded to the lowest responsive, qualified, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of project and Owner.
- D. If the Contract is to be awarded, Owner anticipates issuing a Notice of Award to the successful Bidder no later than sixty (60) days after the day of the Proposal opening.

Tax Exemption

- A. Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project are to be made on a tax-exempt basis. The Owner shall furnish to the Contractor an exemption certificate authorizing such purchases. The project exemption certificate shall include but not be limited to:
 - 1. The exempt entity's name, address, Missouri tax identification number, and signature of authorized representative;
 - 2. The project location, description, and unique identification number;
 - 3. The date the contract is entered into, which is the earliest date materials may be purchased for the project on a tax-exempt basis;
 - 4. The estimated project completion date; and
 - 5. The certificate expiration date.
 - 6. Such certificate is renewable for this project at the option of the Owner, only for the purpose of revising the certificate expiration date as necessary to complete the project.
- B. The Contractor shall furnish the certificate prescribed above to all subcontractors, and any Contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing Contractor invoices bearing the name of the exempt entity and the project identification number. The purchase of any construction machinery, equipment, or tools used in this project are not tax-exempt. All invoices for all personal property and materials purchased under the project exemption certificate shall be retained by the purchasing Contractor for a period of five (5) years and shall be subject to audit by the Director of Revenue.

- C. Any excess resalable tangible personal property or materials which were purchased for this project by the Contractor under the project exemption certificate but which were not incorporated into or consumed in the construction of the project, shall either be returned to the supplier for credit, or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by the Contractor not later than the due date of the Contractor's Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.
- D. No Contractor or material supplier shall, upon audit, be required to pay tax on tangible personal property and materials incorporated into or consumed in the construction of the project, due to the failure of the exempt entity to revise the certificate expiration date as necessary to complete any work required by the contract. If it is determined that tax is owed on such property and materials due to the failure of the exempt entity to revise such certificate expiration date, the exempt entity shall be liable for the tax owned.

Insurance

- A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain, at Contractor's sole cost and expense, and shall require all Subcontractors (at any tier) responsible to perform demolition or abatement work to secure and maintain, at their respective sole cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by Marshall Municipal Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of Marshall Municipal Utilities against all hazards, or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by Marshall Municipal Utilities. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with Marshall Municipal Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Marshall Municipal Utilities
75 East Morgan Street
Marshall, MO 65340

All such insurance, whether from Contractor or its Subcontractors (other than Workers' Compensation insurance), shall name Contractor, Owner, and all indemnified parties and their respective agents, as additional insured (this additional insured coverage must be via endorsement and must be included on the Certificates of Insurance provided to Owner by Contractor and its Subcontractors).

The minimum coverages for the insurance referred to herein shall be in accordance with the requirements established below:

- (A) Workers' Compensation, including election to accept Mesothelioma liability: Statutory
Employer's Liability (as per R.S.Mo. 287.010 et seq) Unlimited
- (B) Liability Insurance, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage and Independent Contractors; Such Coverage Shall Apply to Bodily Injury and Property With a Combined Single Limit of: \$1,000,000

- (C) Automobile Liability Insurance Covering Bodily Injury and Property Damage for Owned, Non-owned, and Hired Vehicles With a Combined Single Limit of: \$1,000,000
- (D) Pollution Liability for Asbestos, Specifically Covering All Liability, Hazards and Risk Arising from the Removal, Handling, and Transportation of Asbestos By Contractor. Policies, Forms, and Endorsements Shall Specifically Include Such Required Insurance Or Eliminate All Exclusions for Pollution Liability for Asbestos from Contractor's General Liability Insurance, thereby Providing the Intended Pollution. Liability for Asbestos: \$1,000,000

Contractor shall require any and all subcontractors with whom he enters into a contract to perform work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of Marshall Municipal Utilities, provide evidence of such insurance.

Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold Marshall Municipal Utilities harmless therefrom.

- B. All policies of liability insurance required under the terms of Section A above shall be on an "occurrence" form, covering the full period when all work required under the agreement is to be provided. "Claim Made" liability policy forms are not permitted without the prior and express written approval of Owner. All insurance shall be on a primary and non-contributory basis. All policies of insurance required under the terms of Section A above shall contain a waiver of subrogation rights against the Owner, its insurers and officers, directors, employees, agents, and representatives.

Labor Related Regulations

- A. Whenever unemployment in Missouri exceeds five percent (5%) during a two (2) consecutive calendar month period, the Contractor shall employ only Missouri laborers or laborers from non-restrictive states on the project and every subcontract let by such Contractor shall contain a provision requiring that labor from Missouri or from non-restrictive states be used. However, it is not required that Missouri laborers or laborers from non-restrictive states be used if they are not available or if they are incapable of performing the particular type of work involved, provided there is a certification of such facts by the Contractor and approved by MMU. *Laborers from non-restrictive states* is defined as persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working nonpublic works projects in that state, as determined by the Labor and Industrial Relations Commission. Also, this requirement for Missouri laborers from non-restrictive states does not apply to regularly employed nonresident executive, supervisory, or technical personnel of the Contractor. Further, these requirements do not apply whenever they are in conflict with any federal regulations.
- B. Missouri Prevailing Wage Law (Chapter 290.210 – 290.340, RSMo) (for projects exceeding \$75,000)
1. The Missouri Prevailing Wage law requires that all workers employed on public works be paid the proper prevailing wage rate. Prevailing wage rates are determined by actual hours worked, for a particular occupation title (classification/trade), in each individual county throughout the state. Minimum wage rates for this project are subject to the prevailing wage rate for Saline County, Missouri, as determined by the Industrial Commission of Missouri.
 2. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. The wage rates are set forth in the contract documents and are to be considered as a part of this project and Request for Proposal.
 3. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.

2. At the completion of the project, the Contractor and all subcontractors must complete and submit to Owner an Affidavit of Compliance form in respect to the Prevailing Wage Law before a final payment of the Contract.

C. RSMO 285.525 through 285.555

1. Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Saline County, Mo.) to a business entity, the business entity (Company) 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

2. In order to comply with Sections 285.525 through 285.555 RSMO, the City of Marshall, Board of Public Works, requires the following Proposal and Contract documents:
 - a. **Affidavit for Service Contracts over \$5,000 (US)** — Effective 1/1/2009, Company shall comply with the provisions of Section 285.525 through 285.550 RSMO. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - (1) That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - (2) That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - a. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Marshall, Board of Public Works, encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm or by calling 888/464-4218.

D. RSMO 292.675

1. Effective August 28, 2009, and pursuant to the State of Missouri's RSMO 292.675, contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.
2. In order to comply with Section 292.675 RSMO, the City of Marshall, Board of Public Works, requires the following proposal and contract documents:

- a. **Affidavit for any Public Works Project Contract** — Effective 8/28/09, Company shall comply with the provisions of Section 292.675 RSMO. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Payment

- A. The Contract Sum includes the amount of all applicable Federal, State, or local taxes (including sales, consumer, use and similar taxes, and taxes on the wages of Contractor's employees), permits and approvals, and the cost of all labor and supervision necessary to perform the work as required herein. Contractor shall be solely responsible to pay any taxes measured by the wages of its employees as required by applicable law and shall indemnify and hold Owner harmless on account of any such taxes assessed against Owner under authority of said law.
- B. Periodic payments for the performance of contractor's work shall be made monthly. Each monthly payment application shall request payment only for work then performed by Contractor, materials then installed by Contractor as part of its work on the project (unless otherwise agreed by Owner), and work completed as of the date of the payment application and authorized by a written change order signed by Owner. Each monthly payment application shall (i) itemize the work as directed by Owner, (ii) assign a completed percentage for each item of the work included, and (iii) indicate the total amount previously invoiced by Contractor through the date of the current request for payment. Provided the payment application is in proper form, contains all required supporting documentation, and is received by Owner within the time required by this paragraph, and except to the extent Owner takes exception to the payment application, Owner shall make payment to Contractor of the approved amounts requested in the payment application minus retainage of ten percent (10%) within thirty (30) days after receipt of the application.
- C. "Final Payment" shall not be due and owing to Contractor until (30) thirty days after completion of all of the work and submission to the Owner, of the following: (1) executed releases (effective upon receipt of Final Payment) signed by Contractor and all Subcontractors who may be entitled to a claim against the Owner or the project discharging and waiving all claims, damages, causes of actions, and/or suits against the Owner or the Owner's property relating to the project, the work, or the agreement, effective upon receipt of the Final Payment; (2) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; and (3) if required by Owner, such other documents or data establishing payment or satisfaction of Contractor's obligations hereunder, consent of surety or evidence of continuation of required insurance, to the extent and in such form as may be designated by the Owner.
- D. Owner shall have the right to charge back against Contractor, and to deduct from any payments due Contractor pursuant to the agreement, all amounts incurred by Owner as a result of any failure by Contractor to comply with the terms of the agreement or as a result of any negligence or unsatisfactory work by Contractor or its Subcontractors, including but not limited to all costs incurred by Owner to correct defective or non-conforming work, all amounts paid by owner to any subcontractor or supplier as a result of Contractor's failure to make payment to such person or entity. No payment made by Owner pursuant to this Agreement, including final payment, nor any partial or entire use or occupancy of the work by Owner shall be considered as, or deemed to imply, acceptance of any such work.

Contact Information: Travis Boss, 660-886-6966, Ext. 1400

Proposals are due by 1:30 p.m., February 11, 2025.

**Notice and Instructions to Bidders/Vendors
Regarding Sections 285.525 through 285.550, Effective January 1, 2009
and Section 292.675 RSMO, Effective August 28, 2009**

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Saline County, Mo.) to a business entity, the business entity (Company) 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

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In order to comply with Sections 285.525 through 285.550 and 292.675 RSMO, the City of Marshall, Board of Public Works, requires the following proposal and contract documents:

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 - a. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
2. **Affidavit for any Public Works Project Contract** — Effective 8/28/09, Company shall comply with the provisions of Section 292.675 RSMO. Within 60 days of issuance of Notice to proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.
3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

The City of Marshall, Board of Public Works, encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm or by calling 888/464-4218.

If you have any questions, please contact MMU's Administrative Services Department at 660/886-6966.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security – Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Brenntag Canada Inc.

BRENNTAG

MATERIAL SAFETY DATA SHEET

HYDROFLUOSILICIC ACID, 20 - 30 %

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Brenntag Canada Inc.
43 Jutland Rd.
Toronto, ON
M8Z 2G6
(416) 259-8231

WHMIS#: 00060388
Index: GCD1379/15A
Effective Date: 2015 January 29
Date of Revision: 2015 January 29

Website: <http://www.brenntag.ca>

EMERGENCY TELEPHONE NUMBER (For Emergencies Involving Chemical Spills or Releases)

1 855 273 6824

PRODUCT IDENTIFICATION

Product Name: Hydrofluosilicic Acid, 20 - 30 %.

Chemical Name: Hydrofluosilicic Acid.

Synonyms: Fluosilicic Acid; Hexafluosilicic Acid; Hydrogen Hexafluosilicate; Hydrosilicofluoric Acid; Silicofluoric Acid; Silicon Hexafluoride Dihydrate; Sand Acid; Fluorosilicic Acid.

Chemical Family: Inorganic Acid.

Molecular Formula: H₂SiF₆.

Product Use: Glass manufacturing. Chemical intermediate. Laboratory reagent.

WHMIS Classification / Symbol:

D-1A: Very Toxic (acute effects)
E: Corrosive



READ THE ENTIRE MSDS FOR THE COMPLETE HAZARD EVALUATION OF THIS PRODUCT.

2. COMPOSITION, INFORMATION ON INGREDIENTS (Not Intended As Specifications)

Ingredient	CAS#	ACGIH TLV (TWA)	% Concentration
Hydrofluosilicic Acid	16961-83-4	2.5 mg/m ³ as F *A4	20 - 30

A4 = Not classifiable as a human carcinogen. (ACGIH-A4).

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Corrosive! Toxic effects are principally related to its corrosive properties. Solutions and mists with a pH of 3 or less are a significant health concern. May be fatal if inhaled or swallowed. Causes severe skin and eye burns. Toxic effects may be delayed. Mists or sprays are extremely irritating to eyes and respiratory tract. See "Other Health Effects" Section. Can decompose at high temperatures forming toxic gases. Contents may develop pressure on prolonged exposure to heat.

POTENTIAL HEALTH EFFECTS

Inhalation: Corrosive! Toxic! Product may cause severe irritation of the nose, throat and respiratory tract. Repeated and/or prolonged exposures may cause productive cough, running nose, bronchopneumonia, pulmonary edema (fluid build-up in lungs), and reduction of pulmonary function. Toxic effects may be delayed. See "Other Health Effects" Section.

Information in this section is for responding to spills, leaks or releases in order to prevent or minimize the adverse effects on persons, property and the environment. There may be specific reporting requirements associated with spills, leaks or releases, which change from region to region.

Containment and Clean-Up Procedures: See Section 13, "Deactivating Chemicals". In all cases of leak or spill contact vendor at Emergency Number shown on the front page of this MSDS. Obtain professional assistance immediately for large spills. Utilize a spill kit, if available. Wear respirator, protective clothing and gloves. Spilled acid may cause floors and contact surfaces to be come slippery. Collect product for recovery or disposal. For release to land, or storm water runoff, contain discharge by constructing dikes or applying inert absorbent; for release to water, utilize damming and/or water diversion to minimize the spread of contamination. Ventilate enclosed spaces. Notify applicable government authority if release is reportable or could adversely affect the environment. Replace damaged containers immediately to avoid loss of material and contamination of surrounding atmosphere.

7. HANDLING AND STORAGE

HANDLING

Handling Practices: Use normal "good" industrial hygiene and housekeeping practices. Containers exposed to heat may be under internal pressure. These should be cooled and carefully vented before opening. A face shield and apron should be worn. When diluting, add this material/product to water in small amounts to avoid spattering. Never add water to this material/product. The water should be lukewarm. Never start with hot or cold water.

Add small quantities of this material slowly to large quantities of water, stirring constantly all the while. Constant stirring is necessary to avoid concentration of the product at the bottom of the mix vessel. Such concentration of the product may result in a violent exotherm with boiling of the liquid resulting in splashing, spattering or a violent eruption of a highly corrosive solution if the addition is too rapid or without sufficient stirring.

Ventilation Requirements: See Section 8, "Engineering Controls".

Other Precautions: Use only with adequate ventilation and avoid breathing aerosols (vapours or mists). Avoid contact with eyes, skin or clothing. Wash thoroughly with soap and water after handling. Wash contaminated clothing thoroughly before re-use. Do not store or transport with food or feed.

STORAGE

Storage Temperature (°C): See below.

Ventilation Requirements: Ventilation should be corrosion proof.

Storage Requirements: Store in a clean, cool well ventilated area, away from organic chemicals, strong bases, strong acids, metal powders, carbides, sulfides, and any readily oxidizable material. Protect from direct sunlight. Protect against physical damage. Storage area should be equipped with acid-resistant floors, sumps and should have controlled drainage to a recovery tank. Storage tanks should be in a contained area to control any spills or leaks. Storage area should be equipped with corrosion-resistant floors, sumps and should have controlled drainage to a recovery tank.

Corrosive mist is most likely to be generated at the vents of process or storage tanks, especially during filling operations. The use of compressed air to force corrosive materials from delivery trucks is of special concern. Scrubbing the exhaust of these vents is highly recommended. Jurisdictional regulations should be consulted to determine required practices. Protect from direct sunlight. Protect against physical damage.

Special Materials to be Used for Packaging or Containers: Reacts with most metals to produce hydrogen gas which could make an explosive mixture with air. Equipment for storage, handling or transportation should NOT be made of: metals, stoneware or glass. Confirm suitability of any material before using.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Recommendations listed in this section indicate the type of equipment, which will provide protection against overexposure to this product. Conditions of use, adequacy of engineering or other control measures, and actual exposures will dictate the need for specific protective devices at your workplace.

ENGINEERING CONTROLS

Engineering Controls: Local exhaust ventilation required. Ventilation should be corrosion proof. Vapours should be collected and neutralized in a suitable scrubbing system. Make up air should be supplied to balance air that is removed by local or general exhaust ventilation. Ventilate low lying areas such as sumps or pits where dense vapours may collect.

For personnel entry into confined spaces (i.e. bulk storage tanks) a proper procedure must be followed. It must include consideration of, among other things, ventilation, testing of tank atmosphere, provision and maintenance of SCBA, and emergency rescue. Use the "buddy" system. The second person should be in view and trained and equipped to execute a rescue. (6)

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Eye Protection: Use full face-shield and chemical safety goggles when there is potential for contact. Contact lenses should not be worn when working with this material.

Skin Protection: Gloves and protective clothing made from butyl rubber, neoprene or viton should be impervious under conditions of use. Discard contaminated gloves. Prior to use, user should confirm impermeability.

Respiratory Protection: No specific guidelines available. A NIOSH/MSHA-approved full facepiece air-purifying respirator equipped with acid gas, dust, mist, fume cartridges for concentrations up to 20 ppm. (3) An air-supplied respirator if concentrations are higher or unknown.

If while wearing a respiratory protection, you can smell, taste or otherwise detect anything unusual, or in the case of a full facepiece respirator you experience eye irritation, leave the area immediately. Check to make sure the respirator to face seal is still good. If it is, replace the filter, cartridge or canister. If the seal is no longer good, you may need a new respirator. (6)

Other Personal Protective Equipment: Wear an impermeable apron and boots. Locate safety shower and eyewash station close to chemical handling area. Take all precautions to avoid personal contact.

EXPOSURE GUIDELINES

SUBSTANCE	ACGIH TLV	OSHA PEL		NIOSH REL	
	(STEL)	(TWA)	(STEL)	(TWA)	(STEL)
Hydrofluosilicic Acid	—	2.5 mg/m ³ as F	---	2.5 mg/m ³ as F	---

9. PHYSICAL AND CHEMICAL PROPERTIES (Not intended as Specifications)

Physical State:	Liquid.
Appearance:	Water white to straw yellow, fuming liquid.
Odour:	Strong, pungent odour.
Odour Threshold (ppm):	Not applicable.
Boiling Range (°C):	105. (3)
Melting/Freezing Point (°C):	-15.5. (3)
Vapour Pressure (mm Hg at 20° C):	24 @ 25 C. (3)
Vapour Density (Air = 1.0):	Not available.
Relative Density (g/cc):	1.2 - 1.3
Bulk Density:	Not available.
Viscosity:	Similar to water.
Evaporation Rate (Butyl Acetate = 1.0):	Not applicable.
Solubility:	Soluble in water.
% Volatile by Volume:	Not available.
pH:	1.2 (1 % solution). (3)
Coefficient of Water/Oil Distribution:	Not available.
Volatile Organic Compounds (VOC):	Not available.
Flashpoint (°C):	Non-combustible (does not burn).

10. STABILITY AND REACTIVITY

CHEMICAL STABILITY

Under Normal Conditions: Stable.

Under Fire Conditions: Not flammable. Not normally a fire hazard. Water content of product prevents ignition. Reacts with most metals to form flammable and explosive hydrogen gas.

Hazardous Polymerization:	Will not occur.
Conditions to Avoid:	High temperatures, sparks, open flames and all other sources of ignition. Avoid moisture contamination. Avoid direct contact of this product with water as this can cause a violent exothermic reaction. Keep tightly closed to protect quality.
Materials to Avoid:	Strong oxidizers. Lewis or mineral acids. Alkalies. Stoneware. Glass. Combustibles. Strong bases. Metals. Alkali metals and their hydroxides. Peroxide. Organic Peroxide. Silica will dissolve in hydrofluoric acid to produce a corrosive gas, silicon tetrafluoride.
Decomposition or Combustion Products:	Thermal decomposition products are toxic and may include hydrogen fluoride, flammable hydrogen gas, silica tetrafluoride and irritating gases.

11. TOXICOLOGICAL INFORMATION

TOXICOLOGICAL DATA:

SUBSTANCE	LD50 (Oral, Rat)	LD50 (Dermal, Rabbit)	LC50 (Inhalation, Rat, 4h)
Hydrofluosillic Acid	430 mg/kg (1)	---	425 - 535 ppm (3)
Carcinogenicity Data:	Hydrofluosillic Acid: Not classed as carcinogenic by IARC, ACGIH, OSHA or NTP.		
Reproductive Data:	No adverse reproductive effects are anticipated.		
Mutagenicity Data:	No adverse mutagenic effects are anticipated.		
Teratogenicity Data:	No adverse teratogenic effects are anticipated.		
Respiratory / Skin Sensitization Data:	None known.		
Synergistic Materials:	None known.		
Other Studies Relevant to Material:	Morphological changes in the skin of rats, guinea pigs and swine were studied after application of concentrated Hydrofluosillic Acid. The intact skin was not affected by this acid. Areas injured before application of the acid showed a continuous spreading of necrosis in the deeper regions. The main characteristics findings were the hypocellular necrosis and edema reaching as far as the subcutis. The necrosis showed sharp leukocyte demarcations. (4)		

12. ECOLOGICAL INFORMATION

Ecotoxicity:	Not available. Harmful to aquatic life at low concentrations. Toxicity is primarily associated with pH.
Environmental Fate:	Not available. Can be dangerous if allowed to enter drinking water intakes. Do not contaminate domestic or irrigation water supplies, lakes, streams, ponds, or rivers.

13. DISPOSAL CONSIDERATIONS

Deactivating Chemicals:	Use calcium hydroxide (hydrated lime) to neutralize fluosillic acid to a pH between 7.0 and 9.0. The use of sodium hydroxide (caustic soda) and sodium carbonate (soda ash) is not acceptable because they contribute soluble fluoride containing salts to the environment. Calcium fluoride is not soluble and therefore is easy to contain, control and clean up. Calcium fluoride is also present in soils at levels of up to 2 %. Sodium fluoride (formed when sodium hydroxide or sodium carbonate is mixed with fluorides) is soluble and very toxic to animals and fish. Additionally, because of the solubility, sodium fluoride can spread into waterways and contaminate other areas of the environment. Neutralization is expected to be exothermic. Effervescence may result.
Waste Disposal Methods:	This information applies to the material as manufactured. Reevaluation of the product may be required by the user at the time of disposal since the product uses, transformations, mixtures and processes may influence waste classification. Dispose of waste material at an approved (hazardous) waste treatment/disposal facility in accordance with applicable local, provincial and federal regulations. Do not dispose of waste with normal garbage, or to sewer systems.
Safe Handling of Residues:	See "Waste Disposal Methods".
Disposal of Packaging:	Empty containers retain product residue (liquid and/or vapour) and can be dangerous. Empty drums should be completely drained, properly bunged and promptly returned to a drum reconditioner. Do not dispose of package until thoroughly washed out. Dispose of waste material at an approved (hazardous) waste treatment/disposal facility in accordance with applicable local, provincial and federal regulations.

14. TRANSPORTATION INFORMATION

CANADIAN TDG ACT SHIPPING DESCRIPTION:

FLUOROSILICIC ACID, Class 8, UN1778, PG II.

Label(s): Corrosives. Placard: Corrosives.

ERAP Index: ----- Exemptions: None known.

US DOT CLASSIFICATION (49CFR 172.101, 172.102):

FLUOROSILICIC ACID, Class 8, UN1778, PG II.

Label(s): Corrosive. Placard: Corrosive.

CERCLA-RQ: Not available. Exemptions: None known.

15. REGULATORY INFORMATION

CANADA

CEPA - NSNR: All components of this product are included on the DSL.

CEPA - NPRI: Not included.

Controlled Products Regulations Classification (WHMIS):

D-1A: Very Toxic (acute effects)

E: Corrosive

USA

Environmental Protection Act: All components of this product are included on the TSCA Inventory.

OSHA HCS (29CFR 1910.1200): Highly Toxic. Corrosive.

NFPA: 3 Health, 0 Fire, 1 Reactivity (3)

HMIS: 3 Health, 0 Fire, 0 Reactivity (3)

INTERNATIONAL

Not available.

16. OTHER INFORMATION

REFERENCES

1. RTECS-Registry of Toxic Effects of Chemical Substances, Canadian Centre for Occupational Health and Safety RTECS database.
2. Clayton, G.D. and Clayton, F.E., Eds., Patty's Industrial Hygiene and Toxicology, 3rd ed., Vol. IIA,B,C, John Wiley and Sons, New York, 1981.
3. Supplier's Material Safety Data Sheet(s).
4. CHEMINFO chemical profile, Canadian Centre for Occupational Health and Safety, Hamilton, Ontario, Canada.
5. Guide to Occupational Exposure Values, 2011, American Conference of Governmental Industrial Hygienists, Cincinnati, 2011.
6. Regulatory Affairs Group, Brenntag Canada Inc.
7. The British Columbia Drug and Poison Information Centre, Poison Management Manual, Canadian Pharmaceutical Association, Ottawa, 1981.

The information contained herein is offered only as a guide to the handling of this specific material and has been prepared in good faith by technically knowledgeable personnel. It is not intended to be all-inclusive and the manner and conditions of use and handling may involve other and additional considerations. No warranty of any kind is given or implied and Brenntag Canada Inc. will not be liable for any damages, losses, injuries or consequential damages which may result from the use of or reliance on any information contained herein. This Material Safety Data Sheet is valid for three years.

To obtain revised copies of this or other Material Safety Data Sheets, contact your nearest Brenntag Canada Regional office.

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