

ORDINANCE NO.: 15-

**WES WAGNER**  
COUNTY CLERK OF JEFFERSON COUNTY, MO

lowest and best bid for the respective items or services and met the bid or proposal specifications issued by the County; and

**WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bids and proposals to BeCo Concrete Products, Inc. for a term from 01-25-15 to 1-24-16 upon approval by the County Council and County Executive for the total amount up to **\$150,000.00** subject to budgetary limitations.

**BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS FOLLOWS:**

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to the lowest and best vendor bidding for each respective item or service as follows:

BID NAME

Reinforced Concrete Pipe 2015

TERM

01-25-15 to 1-24-16

Upon approval by the County Council and County Executive

AMOUNT

Up to **\$150,000.00**

subject to budgetary limitations

AWARDED BIDDER

BeCo Concrete Products, Inc.

1        Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
2     County Executive to execute the agreement incorporated by Reference as Exhibit "A"  
3     and any agreements or contracts necessary to effectuate the award of the bids and  
4     proposals set forth in this Ordinance. The County Executive is further authorized to take  
5     any and all actions necessary to carry out the intent of this Ordinance. An unexecuted  
6     copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein, by  
7     reference.

8        Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
9     thereto, and any contracts or agreements shall be maintained by the Department of the  
10    County Clerk consistent with the rules and procedures for the maintenance and retention  
11    of records as promulgated by the Secretary of State.

12       Section 4.     This Ordinance shall be in full force and effect from and after its  
13    date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
14    shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**


Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 26<sup>th</sup> DAY OF January, 2015:

✓ PASSED             FAILED



Renee Reuter, County Council Chair

  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY  
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,  
MISSOURI, THIS 27<sup>TH</sup> DAY OF JANUARY, 2015.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN  
OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2015.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

**ATTEST:**

Wes Wagner

Wes Wagner, County Clerk

BY: Katherine G. Missey

Reading Date: 01-26-2015



# County of Jefferson

## State of Missouri

Administration Center  
729 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

Ken Waller

County Executive

### DEPARTMENT OF ADMINISTRATIVE SERVICES

#### David Courtway - Director

Web Address: [www.jeffco.org](http://www.jeffco.org)

Nicole Crawford  
Human Resources Manager  
(636)797-5071 / Fax (636)797-5596

Vickie Pratt  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

### PROPOSED BILL MEMORANDUM

To: County Executive, Director of Administration

From: Vickie S. Pratt

Date: 1-12-15

Subject Matter of Proposed Bill: **REINFORCED CONCRETE PIPE 2015, BECO CONCRETE PRODUCTS, INC, \$150,000.00**

Council District(s) Affected: All

County Department(s) Affected: All

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### SUMMARY

The Department of Public Works requested a bid for Reinforced Concrete Pipe on December 2, 2014. An Invitation for Bid for the Reinforced Concrete Pipe 2015 was opened on December 30, 2014 and one (1) bid was received.

**The Department of Public Works recommends awarding the bid submitted to BeCo Concrete Products, Inc. for the term from 1-25-15 to 1-24-16. Expenditure for this should be \$150,000.00 subject to budgetary limitations.**

Account String Charged: 270-0066-5453-9999-999999

Funds spent in 2014: \$37,881.64

This Bill proposes to award the bid based on the recommendation of Department of Public Works.

**Bid Tabulation Attached:**

REINFORCED CONCRETE PIPE 2015 BID OPENING DATE 12-30-2014	BECO CONCRETE PRODUCTS INC					
	4855 BAUMGARTNER ROAD ST LOUIS MO 63129					
Pipe Diameter	CLASS III PRICE PER 7.5' SECTION	CLASS III PRICE PER 8' SECTION	CLASS III FLARED END SECTION	CLASS V PRICE PER 7.5' SECTION	CLASS V PRICE PER 8' SECTION	CLASS V FLARED END SECTION
12"	N/A	\$65.20	\$285.00	N/A	\$70.00	N/A
15"	N/A	\$88.00	\$300.00	N/A	\$106.00	N/A
18"	N/A	\$115.60	\$330.00	N/A	\$137.60	N/A
21"	N/A	\$168.40	\$420.00	N/A	\$168.40	N/A
24"	N/A	\$168.40	\$450.00	N/A	\$227.20	N/A
30"	N/A	\$245.20	\$620.00	N/A	\$368.00	N/A
36"	N/A	\$354.40	\$1,015.00	N/A	\$533.60	N/A
42"	N/A	\$445.20	\$895.00	N/A	\$669.20	N/A
48"	N/A	\$560.80	\$1,065.00	N/A	\$801.20	N/A
54"	N/A	\$714.00	\$1,515.00	N/A	\$1,017.20	N/A
60"	N/A	\$857.20	\$1,755.00	N/A	\$1,222.80	N/A
66"	N/A	\$1,099.60	\$3,165.00	N/A	\$1,570.00	N/A
72"	N/A	\$1,274.40	\$4,595.00	N/A	\$1,820.80	N/A
84"	N/A	\$1,925.60	\$8,410.00	N/A	By Request Only	N/A
96"	N/A	\$2,426.80	By Request Only	N/A	By Request Only	N/A
Elliptical Pipe Diameter Equal To Round Diameter	CLASS III PRICE PER 7.5' SECTION	CLASS III PRICE PER 8' SECTION	CLASS III FLARED END SECTION	CLASS V PRICE PER 7.5' SECTION	CLASS V PRICE PER 8' SECTION	CLASS V FLARED END SECTION
18"	N/A	\$358.80	\$447.00	N/A	N/A	N/A
24"	N/A	\$431.60	\$572.25	N/A	N/A	N/A
30"	N/A	\$599.60	\$734.25	N/A	N/A	N/A
36"	N/A	\$719.60	\$1,219.10	N/A	N/A	N/A
42"	N/A	\$924.80	\$1,548.05	N/A	N/A	N/A
48"	N/A	\$1,115.60	\$1,917.30	N/A	N/A	N/A
60"	N/A	\$1,637.20	\$3,697.20	N/A	N/A	N/A
72"	N/A	N/A	N/A	N/A	N/A	N/A
84"	N/A	N/A	N/A	N/A	N/A	N/A
96"	N/A	N/A	N/A	N/A	N/A	N/A
Additional Supplier Fee \$						
Comments:						
Minimum Delivery Required (Y/N) / If so, amount \$	Small Load Del Chg will be added to all Small / Short Load-Varies based on Size/Qty/Location Pails of Lubricant and Sewertite as needed- \$45.00/Pail Minimum 2 Weeks Notice on Elliptical Purchases Minimum 3 Day Notice for all scheduled deliveries					
NOTARIZED WORK AFFIDAVIT COMPLETED	YES					
COPY OF INSURANCE PROVIDED	YES					
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	YES					
COOPERATIVE BID FORM (Y/N)	YES					
COOPERATIVE CONTACT INFO:	YES					
COMPANY INFORMATION AND SIGNATURE	YES					
BID DEPOSIT REQUIRED	N/A					
COMMENTS:						

JEFFERSON COUNTY, MO

**Bid Name:** REINFORCED CONCRETE PIPE 2015

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

# COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**


Yes X No       

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, ***is not a prerequisite for award***, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

**MINIMUM DOLLAR VALUE PER ORDER:** \$ No minimum but delivery charges may apply

**BY:**  Only available if within our delivery area

**TITLE:** Joe Barlow, Jr., President

**COMPANY:** BeCo Concrete Products, Inc.

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

**Phone** 314.892.7400 **E-mail** [salesinfo@becoconcreteprod.com](mailto:salesinfo@becoconcreteprod.com)

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**



AWARD BID			
If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.			
DATE	01/06/2015	DEPARTMENT	Public Works - Highway Division
CONTACT NAME	Kurt Wengert	PHONE NUMBER	(636) 797-5427
BID NAME	Reinforced Concrete Pipe 2015	BID OPENING DATE	12/30/2014
TIME SENSITIVE	If yes, explain:	No	
AWARD BID TO:	BeCo Concrete Products, Inc. Note: Supplier clarified that additional charges on small/short, non full truck loads are dependent on several factors including size of pipe, quantity of pipe and location of delivery. They do not have rate charts or tables for these fees due to the various combinations that are possible.		
ANNUAL EXPENDITURE	Not To Exceed \$150,000.00		
ACCOUNT STRING(S) TO CHARGE	200-0061-5453 & 270-0066-5453		
TERM OF CONTRACT	One year from date of County execution		
COMMENTS	      		

**From:** Jason Jonas/JEFFCO  
**To:** Erin Lawson/JEFFCO@JEFFCO, Vickie Pratt/JEFFCO@JEFFCO  
**Cc:** Kurt Wengert/JEFFCO@JEFFCO

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**Date:** Tuesday, January 06, 2015 12:23PM  
**Subject:** PW Contracts

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Erin/Vickie,

Attached are the technical bid specifications for Crushed Stone & Gravel Products 2015. This is the last spec that I owed you for FY2015 Q1.

Also attached is the award for Reinforced Concrete Pipe 2015 contract.

Let me know if you have any questions.

Thanks,

*Jason Jonas, P.E.  
Director of Public Works  
Jefferson County, MO  
Office: (636) 797-5369  
Cell: (314) 803-9400*

**Attachments:**

2015 Crushed Stone & Gravel Products  
Spec.docx

AWARD BID-Reinforced Concrete Pipe.pdf



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
WWW.JEFFCOMO.ORG

EXHIBIT

A

**Invitation for Bid: REINFORCED CONCRETE PIPE 2015**

**Date Issued: 12-2-14**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, DECEMBER 30, 2014, AT 2:00 P.M. LOCAL TIME.**

**Specification**

**Contact:**

**JASON JONAS**  
Department of Public Works  
636-797-5369  
jjonas@jeffcomo.org

**Contract**

**Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

**SAMPLE ENVELOPE**

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

**DEPARTMENT OF THE COUNTY CLERK**

**JEFFERSON COUNTY MISSOURI**

**729 MAPLE ST / PO BOX 100**

**HILLSBORO MO 63050-0100**

*SEALED BID: (BID NAME)*

**Contract Term:**

**UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

**BeCo Concrete Products, Inc.**

**Joe Barlow, Jr.**

**Company Name**

**4855 Baumgartner Road**

**Authorized Agent (Print)**

**Address**

**St. Louis, MO 63129**

**(Signature)**

**President**

**City/State/Zip Code**

**314.892.7400**

**Title**

**12/15/2014**

**43-1222091**

**Telephone #**

**salesinfo@becoconcreteprod.com**

**Date**

**314.892.7727**

**Tax ID #**

**E-mail**

**Fax #**

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### **\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>  
Or**
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)**
- 5. Cooperative Bid Form (last page)**
- 6. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**



**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

**1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: \_\_\_\_\_"

**1.1 BID SUBMISSION:**

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

**1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

**1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

**1.6 LATE BIDS:**

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

**1.7 BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated "**NO SUBSTITUTIONS**". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required ( ) Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required ( ) Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X)Required ( ) Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.



### 1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

### 1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

### 1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

## 2.0 BID RESPONSE AND CONTRACT

### 2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

### 2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

### 2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

### 2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

Per additions for delivery/lube/sewertite on following pricing page.

- 2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**  
Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.
- 2.6 NON-EXCLUSIVE AGREEMENT:**  
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.
- 2.7 DEFINITIONS:**  
A. The term "County" means the Jefferson County, Missouri and its designated representatives.  
B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.  
C. The term "IFB" means Invitation for Bid.  
D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.
- 2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**  
Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.
- 2.9 WARRANTY:**  
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract. Per attached BeCo Concrete T&C's
- 2.10 PAYMENT:**  
County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.
- 2.11 CHANGE ORDER:**  
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.
- 2.12 DELIVERIES:**  
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.
- 2.13 RESPONSIBILITY FOR SUPPLIES:**  
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.



**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - D-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

**2.20 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.21 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.22 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.23 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of Missouri.

**2.25 LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

### AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Joe Barlow, Jr. (Name of Business Entity Authorized Representative) as  
President (Position/Title) first being duly sworn on my oath, affirm  
BeCo Concrete Products, Inc. (Business Entity Name) is enrolled and will continue to participate in the  
E-Verify federal work authorization program with respect to employees hired after enrollment in the program  
who are proposed to work in connection with the services related to County of Jefferson/RCP  
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,  
if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that  
BeCo Concrete Products, Inc. (Business Entity Name) does not and will not knowingly employ a person  
who is an unauthorized alien in connection with the contracted services related to  
County of Jefferson/Reinforced Conc. Pipe (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of  
the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

  
Authorized Representative's Signature

Joe Barlow, Jr.  
Printed Name

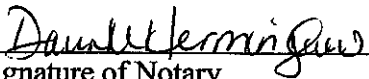
President  
Title

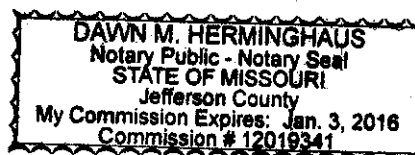
December 15, 2014  
Date

Subscribed and sworn to before me this 15th of December, 2014. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of  
(NAME OF COUNTY)

Missouri and my commission expires on January 3, 2016.  
(NAME OF STATE) (DATE)

  
Signature of Notary December 15, 2014  
Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that BeCo Concrete Products, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Dawn Herminghaus

Authorized Business Entity  
Representative's Name  
(Please Print)

*Dawn Herminghaus*  
Authorized Business Entity  
Representative's Signature

BeCo Concrete Products, Inc.

Business Entity Name

12/15/2014

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



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## 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 **BECO CONCRETE PRODUCTS INC** (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).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



E-VERIFY IS A SERVICE OF DHS

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III, below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking





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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



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### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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



E-VERIFY IS A SERVICE OF DHS

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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: BECO CONCRETE PRODUCTS INC

Name (Please Type or Print)

Title

*Electronically Signed*

01/22/2010

Signature

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date





Company ID Number: 298495

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: BECO CONCRETE PRODUCTS INC

Company Facility Address: 4855 NEW BAUMGARTNER ROAD

ST LOUIS, MO 63129

Company Alternate  
Address:

County or Parish: SAINT LOUIS

Employer Identification  
Number: 431222091

North American Industry  
Classification Systems  
Code: 339

Parent Company: J.H. Barra Construction Co., Inc.

Number of Employees: 20 to 99

Number of Sites Verified  
for: 1

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

MISSOURI

1 site(s)





E-VERIFY IS A SERVICE OF DHS

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

Name:	Kim Kim		
Telephone Number:	(314) 892-7400 ext. 1133	Fax Number:	(314) 487-0589
E-mail Address:	kkios@jhbarr.com		

## SPECIFICATIONS

Material will be ordered as needed.

Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

Minimum Delivery Required (Y/N)

If so, amount \$ TL Qty Only. Del. Chg added for LTL. Based on location

Concrete pipe shall be tongue and groove complying with the 2011 MODOT STANDARD SPECIFICATIONS, SECTION 1026 (and supplemental revisions). Concrete pipe shall be pre-cast and shall conform to the requirements of the Specifications for Reinforced Concrete Culvert, Storm Drain and Sewer Pipe, AASHTO M 170 (ASTM C76) Current Edition, with a shell thickness designated "Wall B" in circular pipe or to the requirements of Reinforced Concrete Elliptical Culvert Storm Drain and Sewer Pipe AASHTO M 207 (ASTM C507) Current Edition. Strength of concrete shall be a minimum of 4,000 psi. Type A flexible rubber type gaskets meeting the requirements of AASHTO M 198 shall be supplied with the pipe. Pre-cast concrete flared end sections shall comply with 2011 MODOT STANDARD SPECIFICATIONS, SECTION 1032 (and supplemental revisions).

PIPE DIAMETER	CLASS III PRICE PER 7.5' SECTION	CLASS III PRICE PER 8' SECTION	FLARED END SECTION	CLASS V PRICE PER 7.5' SECTION	CLASS V PRICE PER 8' SECTION	CLASS V FLARED END SECTION
12"	<u>N/A</u>	<u>65.20</u>	<u>285.00</u>	<u>N/A</u>	<u>70.00</u>	<u>N/A</u>
15"	<u>N/A</u>	<u>88.00</u>	<u>300.00</u>	<u>N/A</u>	<u>106.00</u>	<u>N/A</u>
18"	<u>N/A</u>	<u>115.60</u>	<u>330.00</u>	<u>N/A</u>	<u>137.60</u>	<u>N/A</u>
21"	<u>N/A</u>	<u>168.40</u>	<u>420.00</u>	<u>N/A</u>	<u>168.40</u>	<u>N/A</u>
24"	<u>N/A</u>	<u>168.40</u>	<u>450.00</u>	<u>N/A</u>	<u>227.20</u>	<u>N/A</u>
30"	<u>N/A</u>	<u>245.20</u>	<u>620.00</u>	<u>N/A</u>	<u>368.00</u>	<u>N/A</u>
36"	<u>N/A</u>	<u>354.40</u>	<u>1015.00</u>	<u>N/A</u>	<u>533.60</u>	<u>N/A</u>
42"	<u>N/A</u>	<u>445.20</u>	<u>895.00</u>	<u>N/A</u>	<u>669.20</u>	<u>N/A</u>
48"	<u>N/A</u>	<u>560.80</u>	<u>1065.00</u>	<u>N/A</u>	<u>801.20</u>	<u>N/A</u>
54"	<u>N/A</u>	<u>714.00</u>	<u>1515.00</u>	<u>N/A</u>	<u>1017.20</u>	<u>N/A</u>
60"	<u>N/A</u>	<u>857.20</u>	<u>1755.00</u>	<u>N/A</u>	<u>1222.80</u>	<u>N/A</u>
66"	<u>N/A</u>	<u>1099.60</u>	<u>3165.00</u>	<u>N/A</u>	<u>1570.00</u>	<u>N/A</u>
72"	<u>N/A</u>	<u>1274.40</u>	<u>4595.00</u>	<u>N/A</u>	<u>1820.80</u>	<u>N/A</u>
84"	<u>N/A</u>	<u>1925.60</u>	<u>8410.00</u>	<u>N/A</u>	By Request Only	<u>N/A</u>
96"	<u>N/A</u>	<u>2426.80</u>	By Request Only	<u>N/A</u>	By Request Only	<u>N/A</u>

## SPECIFICATION FOR REINFORCED CONCRETE PIPE

### ELLIPTICAL PIPES

ELLIPTICAL PIPE DIAMETER EQUAL TO ROUND DIAMETER	CLASS III PRICE PER 7.5' SECTION	CLASS III PRICE PER 8' SECTION	FLARED END SECTION	CLASS V PRICE PER 7.5' SECTION	CLASS V PRICE PER 8' SECTION	CLASS V FLARED END SECTION
18"	<u>N/A</u>	<u>358.80</u>	<u>447.00</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
24"	<u>N/A</u>	<u>431.60</u>	<u>572.25</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
30"	<u>N/A</u>	<u>599.60</u>	<u>734.25</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
36"	<u>N/A</u>	<u>719.60</u>	<u>1219.10</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
42"	<u>N/A</u>	<u>924.80</u>	<u>1548.05</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
48"	<u>N/A</u>	<u>1115.60</u>	<u>1917.30</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
60"	<u>N/A</u>	<u>1637.20</u>	<u>3697.20</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
72"	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
84"	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
96"	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Additional Supplier Fees \$ \_\_\_\_\_

Comments: \_\_\_\_\_


- Small Load Del Chg will be added to all Small / Short Load-Varies based on Size/Qty/Location
- Pails of Lubricant and Sewertite as needed - \$45.00/Pail
- Minimum 2 Weeks Notice on Elliptical Purchases
- Minimum 3 Day Notice for all scheduled deliveries

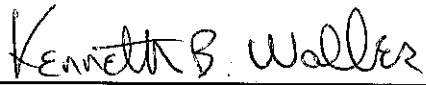


In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 15th day of December 2014:

BeCo Concrete Products, Inc.  
Company Name

County of Jefferson, State of Missouri

  
Signature  
Joe Barlow, Jr., President

  
Kenneth B. Waller County Executive

Print

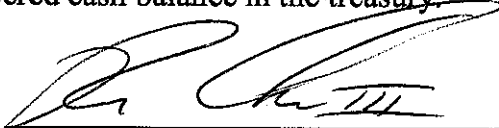
Company Address: \_\_\_\_\_

4855 Baumgartner Road

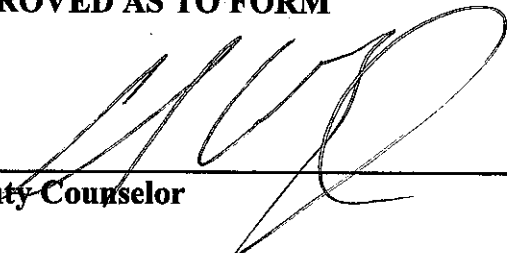
St. Louis, MO 63129

Phone: 314.892.7400

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

  
County Auditor

APPROVED AS TO FORM

  
County Counselor

## COOPERATIVE BID FORM

JEFFERSON COUNTY, MO

Bid Name: REINFORCED CONCRETE PIPE 2015

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**


Yes X No       

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to  
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

**MINIMUM DOLLAR VALUE PER ORDER:** \$ No minimum but delivery charges may apply

**BY:**  Only available if within our delivery area

**TITLE:** Joe Barlow, Jr., President

**COMPANY:** BeCo Concrete Products, Inc.

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** 314.892.7400 **E-mail** salesinfo@becoconcreteprod.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**

4855 New Baumgartner Road \* St. Louis, MO 63129  
Ph: 314.892.7400 \* Fx: 314.892.7727

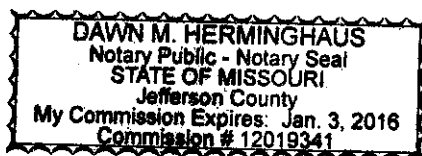
December 15, 2014

BeCo Concrete Products, Inc. does not own any Real or Personal Property in Jefferson County, MO.

Joe Barlow, Jr.



President,  
BeCo Concrete Products, inc.



*Dawn M. Herminghaus*

THE FOLLOWING IS INCLUDED AND MADE A PORTION OF THIS CONTRACT DESCRIBED ON THIS AND ANY ATTACHED SHEETS

### NOTICE TO OWNER

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THE CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND/OR MATERIAL TWICE.**

1. **ACCEPTANCE:** Any quotation by Seller on the face hereof or on any attachment hereto is merely an invitation for any offer from potential Buyer(s). All resulting Buyer offers (orders) are thus subject to acceptance at Seller's offices at the address shown on the face hereof, before any contract is formed. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL BUYER OFFERS (ORDERS) RESULTING HEREFROM MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON. Anything to the contrary notwithstanding, to the extent that the provisions hereof are inconsistent with provisions of any other document relating to the sale hereby proposed or the order hereby acknowledged, as the case may be, the provisions hereof shall control.

2. **DELIVERY:** All materials are quoted F.O.B. Seller's yard unless otherwise specified. Title to the material shall pass to the Buyer upon delivery thereof to the carrier. Delivery of material to the carrier shall constitute delivery thereof to Buyer; thereafter such material shall be at Buyer's risk. Neither Buyer nor the Consignee shall have the right to divert or reassign such shipment to any destination other than that specified in the bill of lading, without permission of the Seller. Truck shipments are delivered to the job site. The Seller shall not undertake the construction of access roads and shall bear none of the cost of such construction. Truck shipments are based on full truck loads, as limited by state or local laws. Claims for damage in transit must be noted on truck delivery tickets, otherwise, claims for such damage will not be allowed. Buyer is responsible for all proper protection, lighting, placement and compliance with all regulations and ordinances, and will indemnify the Seller and save it harmless against all claims for personal injuries or property damage arising from the delivery of said product or thereafter. Delivery is tailgate on board trucks unless otherwise specified. Buyer agrees to provide: a) An unloading point accessible over well-maintained roads acceptable to the Trucker; b) An area where unloading can be accomplished quickly and efficiently with standard unloading methods; c) Blocking and checking, if required for unloading material; d) Indemnification of Seller and the Trucker regarding liability for personal injury, including death and property damage resulting from unloading done under Buyer's direction; e) Payment for unloading time in excess of one (1) hour at the following rate: \$120.00 per hour; f) Adequate qualified labor and facilities to remove materials from truck. If any of the foregoing are not provided, Seller reserves the right to stop deliveries until the condition or conditions are remedied.

3. **PAYMENT:** Payment terms are stated on the face of the Contract as well as hereunder; a) All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by Seller's delivery records; b) Buyer will receive monthly statements (if requested) from Seller showing amounts delivered and due. If buyer does not notify Seller of any discrepancy regarding the amounts stated thereon by the due date of each statement (invoice), Buyer's actions shall constitute an irrevocable acceptance of the materials and workmanship and an admission that the amounts stated are due and that the material and workmanship fully comply with all terms and conditions of this agreement; c) If Buyer fails to make payment when due, or if Seller at any time has any doubt as to Buyer's ability or intention to pay, Seller may decline to make any further shipments on this or any other order with Buyer. The rights and remedies of Seller set forth herein shall not be exclusive and Seller shall have all other rights and remedies at law; d) Sales or Use Tax are included in the prices and Buyer agrees that should it be determined that the material sold hereunder is taxable or subject to any governmental charge or license fee, Buyer will assume such liability. These sales or use taxes, whether now or later imposed, are for Buyer's account unless Buyer can furnish a valid/current exemption certificate for such tax.

4. **FORCE MAJURE:** Seller may postpone or cancel this order as to undelivered shipments and shall not be responsible or liable for any acts, omissions, results or consequences, including but not limited to delays in delivery due to acts of God, the prior performance of government orders, orders bearing priority rating or orders placed under any allocation program (mandatory or voluntary) established pursuant to law, differences with workmen, local labor shortages, fires, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control whether similar or dissimilar in nature than those enumerated. In no event shall Seller be liable for any consequential damages or claim for labor resulting from failure or delay in delivery. Seller shall not be responsible or liable in the event any legislative, executive or judicial act of any political or governmental authority substantially affects Seller's operations, in the event Seller suspends or discontinues business for that reason or any other reason beyond the control of Seller.

5. **WARRANTY AND LIMITATIONS:** a) All goods sold by Seller are warranted to be free from defects in material and workmanship for one (1) year from date of last delivery of materials, which warranty is in lieu of and excludes all other warranties, including the warranty of fitness and merchantability, not expressly set forth herein, whether expressed or implied by operation of law or otherwise. Seller shall not be liable for consequential loss, damage or expense directly or indirectly arising from the sale, handling or use of goods, or on any other cause relating thereto. Seller's liability hereunder in any case being expressly limited to the replacement (in the form originally shipped) of goods not complying with this agreement, or at Seller's election, to the repayment of or crediting Buyer with an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence. Seller accepts no responsibility for design of the project or installation of materials. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

6. **INSPECTIONS AND APPROVAL:** a) All inspection charges are for the account of the party or parties who require the inspection. All inspections shall be conducted at Seller's plant by Buyer's authorized representative. Failure of Buyer to avail himself of inspection privileges shall be deemed a waiver of same; b) Goods cannot be returned without Seller's written consent; c) Orders, once accepted, cannot be cancelled without Seller's written consent. In the case of special or non-stock items, Buyer's cancellation will be accepted only on Buyer's acceptance and payment in full for furnished items and items within ten (10) days of completion; and on other items in process of manufacture, the cancellation charge shall be the percentage of completion applied to the purchase price; d) Claims for breakage or other allowances on truckload shipments must be noted promptly upon delivery tickets turned to Seller. Breakage or damage on rail shipments is at the risk of Buyer, collectible from the transportation company and the carrier must be immediately notified of such loss or damage.

7. **MISCELLANEOUS:** a) Deliveries shall be made in accordance with delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. Seller will work with Buyer to meet Buyer's reasonable and customary delivery requirements, but, of course, Seller cannot guarantee precise delivery dates, and Seller will not be responsible for delays in deliveries, nor liable for any losses or damages, including liquidated damages or penalties of any kind, which Buyer may incur. In the event delivery is required beyond curb lines, Buyer will be responsible for any damage to curbs, sidewalks, driveways or other property; b) Seller's failure to insist upon strict performance of any provision of the agreement shall not constitute a waiver of that or any other provision or of any of the Seller's rights under this agreement, nor shall it constitute a waiver by Seller of any subsequent default by Buyer in the performance of this agreement; c) Buyer agrees to pay any and all costs, expenses and attorney fees, which Seller may incur or become liable for by reason of Seller's enforcing or attempting to enforce the terms of this agreement, including lien claims and foreclosure of liens filed; d) Should any part or provision of this agreement be declared invalid, unenforceable, illegal or in conflict with any law, the validity and enforceability of the remaining portions or provisions or portions thereof shall not be affected; e) The prices listed are unit prices for the quantities indicated. Seller reserves the right to change unit prices in the event of quantity changes; f) This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, receivers, legal representatives, successors and assigns of the parties.



# CERTIFICATE OF LIABILITY INSURANCE

JHBERRA-03

LMAJOR

DATE (MM/DD/YYYY)

12/12/2014

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

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

<b>PRODUCER</b> J.W. Terrill Inc. 825 Maryville Centre Drive Suite 200 Chesterfield, MO 63017	<b>CONTACT NAME:</b> Rochelle Meier, CISR, CIC	
	<b>PHONE (A/C, No, Ext):</b> (314) 594-2736	<b>FAX (A/C, No):</b> (314) 594-2536
<b>INSURED</b>  Beco Concrete Products, Inc 5091 New Baumgartner Rd St. Louis, MO 63129	<b>E-MAIL ADDRESS:</b> rmeier@jwterrrill.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Amerisure Insurance Company	<b>NAIC #</b> 19488
	<b>INSURER B:</b> Amerisure Partners Insurance Company	<b>NAIC #</b> 11050
	<b>INSURER C:</b> American Guarantee & Liability Ins. Co.	
	<b>INSURER D:</b> Safety National Casualty Corporation	<b>NAIC #</b> 15105
<b>INSURER E:</b> Amerisure Mutual Insurance Company	<b>NAIC #</b> 23396	
<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL20795750301	09/23/2014	09/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CA203216114	09/23/2014	09/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	AUC 5916219-09	09/23/2014	09/23/2015	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	AGGREGATE \$ 25,000,000				
		\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	AGC4051784	09/23/2014	09/23/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
E	Worker's Compensatio		WC203217911	09/23/2014	09/23/2015	1,000,000/1,000,000 1,000,000

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

Jefferson County Missouri is included as Additional Insured(s) for General Liability, Automobile Liability and Excess Liability with respect to work performed by the Named Insured, if required by written contract.

General Liability, including completed operations, Automobile Liability and Excess Liability coverages are considered primary and non-contributory, if required by written contract.

A waiver of subrogation is granted for General Liability, Automobile Liability and Excess Liability coverage(s) in favor of the additional insureds, where permitted by law and if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Jefferson County Missouri  
729 Maple St.  
P O Box 100  
Hillsboro, MO 63050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JHBERRA-03

LMAJOR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2014

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<b>PRODUCER</b> J.W. Terrill Inc. 825 Maryville Centre Drive Suite 200 Chesterfield, MO 63017	<b>CONTACT NAME:</b> Rochelle Meier, CISR, CIC	
	<b>PHONE (A/C, No, Ext):</b> (314) 594-2736	<b>FAX (A/C, No):</b> (314) 594-2536
<b>INSURED</b>  Beco Concrete Products, Inc 5091 New Baumgartner Rd St. Louis, MO 63129	<b>E-MAIL ADDRESS:</b> rmeier@jwterrrill.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Catlin Specialty Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			CPL1978700915	09/23/2014	09/23/2015	\$2,000,000 Agg 2,000,000
A	Errors & Omissions			CPL1978700915	09/23/2014	09/23/2015	\$2,000,000 Agg 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson County Missouri  
729 Maple St.  
P O Box 100  
Hillsboro, MO 63050

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

Nelen Antoine

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