

0143

INTRODUCED BY: COUNCIL MEMBER (s) Bickowski

1           **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2           **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3           **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4           **PROPOSALS FOR ROADWAY DRAINAGE PIPE 2018; AND AUTHORIZATION**  
5           **FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY**  
6           **AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE**  
7           **BIDS AND PROPOSALS.**

8           **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to  
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids  
10 and proposals for the following items or services:

11 BID NAME

12 Roadway Drainage Pipe 2018

13 NUMBER OF BIDS RECEIVED

14

15 DATE OF BID OPENING

16 1-9-2018

17           **WHEREAS**, after reviewing the bids and proposals set forth above, the  
18    Department of Public Works has determined that certain bids and proposals represent the

FILED

FEB 23 2018

Page 1 of 5

**RANDY B. HOLMAN**  
COUNTY CLERK, JEFFERSON COUNTY, MO

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

3                   **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4                   of the County to award the bids and proposals to Midwest Municipal Supply, Fred Weber  
5                   Reinforced Concrete Products, ConTech Engineered Solutions, and Metal Culverts, Inc.  
6                   for a term from 02-13-18 to 02-12-20 upon approval by the County Council and County  
7                   Executive for **up to \$275,000.00 per year, for total amount not to exceed \$550,000.00**  
8                   **over two-year term**, subject to budgetary limitations.

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

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

14 BID NAME

15 Roadway Drainage Pipe 2018

16 TERM

17 02-13-18 to 02-12-20

18 with one (1) additional two-year renewal option

19 Upon approval by the County Council and County Executive

20 AMOUNT

21 **Up to \$275,000.00 per year,**

22 for total amount not to exceed \$550,000.00 over two-year term,

subject to budgetary limitations

### AWARDED BIDDERS

## Midwest Municipal Supply (A1)

Fred Weber Reinforced Concrete Products (A2)

ConTech Engineered Solutions (A3)

## Metal Culverts, Inc. (A4)

Section 2. The Jefferson County, Missouri, Council hereby authorizes the

8 County Executive to execute the agreement incorporated by Reference as Exhibit "A1

9 through A4" and any agreements or contracts necessary to effectuate the award of the bids

10 and proposals set forth in this Ordinance. The County Executive is further authorized to

11 take any and all actions necessary to carry out the intent of this Ordinance. An unexecuted

12 copy of the Agreement is attached hereto as Exhibit "A1 through A4" and incorporated

13 herein, by reference.

**Section 3.** Copies of all Invitations for Bid, Requests for Proposals, responses

15 thereto, and any contracts or agreements shall be maintained by the Department of the

16 County Clerk consistent with the rules and procedures for the maintenance and retention

17 of records as promulgated by the Secretary of State.

18 **Section 4.** This Ordinance shall be in full force and effect from and after its

19 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity

20 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>Abstain</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Daniel C. Darian	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

**THE ABOVE BILL ON THIS 13<sup>th</sup> DAY OF February, 2018:**

✓ PASSED        FAILED

Don Bickowski  
Don Bickowski, County Council Chair

Pat Schlette  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 22<sup>nd</sup> DAY OF February, 2018.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS  DAY OF , 2018.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B Holman  
Randy B. Holman, County Clerk

BY: Katherine E. Nisley

Reading Date: 02-13-2018

JEFFERSON COUNTY, MISSOURI

COUNTY COUNCIL

AMENDMENT # to BILL NO. 18- 0209

Offered By Council Member: Greteke

An Amendment to: PAGE #2

Line (7) CHANGE \$275,000.00 To \$150,000

ADD \$550,000.00 To \$300,000.00

Line (21) CHANGE \$275,000.00 To \$150,000.00

Line (22) CHANGE \$550,000.00 To \$300,000.00

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of Bill No. \_\_\_\_\_, which shall now read as follows:

1 Type the amendment

2 This Amendment shall be attached to or incorporated in the final  
3 codified version of said Bill and made a part thereof.

4

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11

**THIS AMENDMENT BEING DULY INTRODUCED AND READ, 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, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Daniel Darian	<u>Yes</u>
Council Member District 6, Dan Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

**Amendment Passed:**

✓

**Date:** February 13, 2018

**Amendment Failed:**

—

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

*Don Bickowski*  
Jefferson County Council Chair  
Don Bickowski.

*Yat Schellekens*  
Council Administrative Assistant

Read On: 2-13-2018



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

PENGAD 800-851-6588

**EXHIBIT**

A1

**BID #: 18-0002**

**Invitation for Bid: ROADWAY DRAINAGE PIPE 2018**

**Date Issued: 12-7-2017**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 9, 2018, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**KURT WENGERT**  
Department of Public Works  
636-797-5427  
[kwengert@jeffcomo.org](mailto:kwengert@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:**

**Contract Term:  
UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE**

**Vendor  
Information:**

**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)*

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 two-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

<u>Midwest Municipal Supply</u>	<u>Tracy Hill</u>
<i>Company Name</i>	<i>Authorized Agent (Print)</i>
<u>40 Tucker Dr</u>	<u>Tracy Hill</u>
<i>Address</i>	<i>Signature</i>
<u>Caseyville IL 62232</u>	<u>Sales</u>
<i>City/State/Zip Code</i>	<i>Title</i>
<u>618-344-1040</u>	<u>1/2/2018</u>
<u>Telephone #</u>	<u>Date</u>
<u><a href="mailto:thillipcp@aol.com">thillipcp@aol.com</a></u>	<u>Tax ID #</u>
<u>E-mail</u>	<u>618-344-2176</u>
	<u>Fax #</u>

## TABLE OF CONTENTS:

<b>Legal Notice and Invitation for Bid</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Bid Requirements</b>	<b>Page 3</b>
<b>Bid Response and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

### **\*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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
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. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

**\*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

**1.0 BID REQUIREMENTS**

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

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all 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) 797-5380, 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.

#### **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.

**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 two-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 Illinois.

**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.

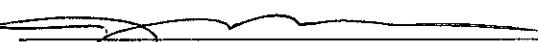
**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

## 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 Jerry R. Buck (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Midwest Municipal Supply, 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 Roadway Drainage Pipe 2018 (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 Midwest Municipal Supply, 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 Roadway Drainage Pipe 2018 (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

Jerry R. Buck  
Printed Name

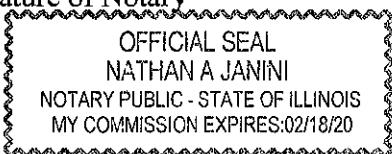
President 1/2/2018  
Title Date

Subscribed and sworn to before me this 2nd of January, 2018. I am  
(DAY) (MONTH, YEAR)

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

Illinois and my commission expires on 2/18/20.  
(NAME OF STATE) (DATE)

  
Signature of Notary 1/2/2018  
Date



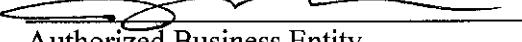
**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Midwest Municipal Supply, 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.

Jerry R. Buck

Authorized Business Entity  
Representative's Name  
(Please Print)



Authorized Business Entity  
Representative's Signature

Midwest Municipal Supply, Inc.

Business Entity Name

1/2/2018

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).

## SPECIFICATIONS

### ROADWAY DRAINAGE PIPE

The County of Jefferson wishes to purchase pipes of various materials for use in maintaining and improving storm drainage along our roadways. The intent of this specification is to allow the County flexibility in using pipes of different materials to suit a variety of needs and conditions. The vendors do not need to submit prices for materials they do not typically provide. The County maintains the right to select multiple vendors for each of the different pipe materials as necessary. The general specifications and price lists for each type of pipe material will be listed below in groups.

#### THERMOPLASTIC CULVERT PIPE

Thermoplastic culvert pipe shall meet the specifications of either Section 1028 (Corrugated Polyvinyl Chloride Culvert Pipe), Section 1041 (Polypropylene Culvert Pipe) or Section 1047 (Corrugated Polyethylene Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. Material will be specified during ordering by the County.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES  NO

If yes, name party to call: Tony Barbarotto

Telephone number: 618-781-3571

#### **POLYVINYL CHLORIDE (PVC)**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____

### **POLYPROPYLENE PIPE (DOUBLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
15"	\$ <u>8.45</u>
18"	\$ <u>11.10</u>
21"	\$ <u>no bid</u>
24"	\$ <u>17.95</u>
30"	\$ <u>28.88</u>

### **POLYPROPYLENE PIPE (TRIPLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
30"	\$ <u>31.16</u>
36"	\$ <u>37.88</u>
42"	\$ <u>52.98</u>
48"	\$ <u>60.71</u>
54"	\$ <u>no bid</u>
60"	\$ <u>91.96</u>

### **POLYETHYLENE PIPE – CORRUGATED**

Diameter	Cost per Foot
15"	\$ <u>7.69</u>
18"	\$ <u>10.19</u>
21"	\$ <u>no bid</u>
24"	\$ <u>16.12</u>
30"	\$ <u>26.03</u>
36"	\$ <u>30.70</u>
42"	\$ <u>40.30</u>
48"	\$ <u>49.10</u>
54"	\$ <u>no Bid</u>
60"	\$ <u>77.50</u>

### **POLYETHYLENE PIPE – STEEL REINFORCED**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

## **REINFORCED CONCRETE PIPE**

Reinforced concrete culvert pipe shall be tongue and groove, meeting the specifications of Section 1026 (Reinforced Concrete Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. 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 Section 1032 (Precast Concrete Flared End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES        NO       

If yes, name party to call: \_\_\_\_\_

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

Minimum Delivery Required (Circle One) Yes        No         
If yes, amount \$ \_\_\_\_\_

Additional Supplier Fees \$ \_\_\_\_\_ Comments: \_\_\_\_\_

PIPE DIAMETER	ROUND PIPES					
	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
15"	_____	_____	_____	_____	_____	_____
18"	_____	_____	_____	_____	_____	_____
21"	_____	_____	_____	_____	_____	_____
24"	_____	_____	_____	_____	_____	_____
30"	_____	_____	_____	_____	_____	_____
36"	_____	_____	_____	_____	_____	_____
42"	_____	_____	_____	_____	_____	_____
48"	_____	_____	_____	_____	_____	_____
54"	_____	_____	_____	_____	_____	_____
60"	_____	_____	_____	_____	_____	_____
72"	_____	_____	_____	_____	_____	_____
84"	_____	_____	_____	_____	_____	_____
96"	_____	_____	_____	_____	_____	_____

ROUND DIAMETER EQUIVALENT	ELLIPTICAL PIPES					
	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"	_____	_____	_____	_____	_____	_____
24"	_____	_____	_____	_____	_____	_____
30"	_____	_____	_____	_____	_____	_____
36"	_____	_____	_____	_____	_____	_____
42"	_____	_____	_____	_____	_____	_____
48"	_____	_____	_____	_____	_____	_____
60"	_____	_____	_____	_____	_____	_____
72"	_____	_____	_____	_____	_____	_____
84"	_____	_____	_____	_____	_____	_____
96"	_____	_____	_____	_____	_____	_____

## **CORRUGATED METALLIC CULVERT PIPE**

Corrugated metal pipe and end sections shall meet the specifications of Section 1020 (Corrugated Metallic-Coated Steel Culvert Pipe, Pipe-Arches and End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off U.S. Hwy. 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES        NO       

If yes, name party to call: \_\_\_\_\_

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

Minimum Delivery Required (Circle One) Yes        No         
If yes, amount \$ \_\_\_\_\_

Additional Supplier Fees \$ \_\_\_\_\_ Comments: \_\_\_\_\_

Metallic coated corrugated steel pipe shall be coated with either a zinc coating or aluminum coating in accordance with Section 1020.3 of the October 2017 Missouri Standard Specifications for Highway Construction. Please specify in the tables below whether your price is for zinc coated, aluminum coated, or both.

**METALLIC COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
15"	_____	14	\$ _____	\$ _____	\$ _____
18"	_____	14	\$ _____	\$ _____	\$ _____
21"	_____	14	\$ _____	\$ _____	\$ _____
24"	_____	14	\$ _____	\$ _____	\$ _____
30"	_____	14	\$ _____	\$ _____	\$ _____
36"	_____	12	\$ _____	\$ _____	\$ _____
42"	_____	12	\$ _____	\$ _____	\$ _____
48"	_____	12	\$ _____	\$ _____	\$ _____

**METALLIC COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
54"	_____	12	\$ _____	\$ _____	\$ _____
60"	_____	12	\$ _____	\$ _____	\$ _____
66"	_____	12	\$ _____	\$ _____	\$ _____
72"	_____	12	\$ _____	\$ _____	\$ _____
84"	_____	12	\$ _____	\$ _____	\$ _____
96"	_____	12	\$ _____	\$ _____	\$ _____
108"	_____	10	\$ _____	\$ _____	\$ _____
120"	_____	10	\$ _____	\$ _____	\$ _____

**METALLIC COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13		14	\$ _____	\$ _____	\$ _____
21x15		14	\$ _____	\$ _____	\$ _____
24x18		14	\$ _____	\$ _____	\$ _____
28x20		14	\$ _____	\$ _____	\$ _____
35x24		12	\$ _____	\$ _____	\$ _____
42x29		12	\$ _____	\$ _____	\$ _____
49x33		12	\$ _____	\$ _____	\$ _____
57x38		12	\$ _____	\$ _____	\$ _____

**METALLIC COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46		12	\$ _____	\$ _____	\$ _____
66x51		12	\$ _____	\$ _____	\$ _____
73x55		12	\$ _____	\$ _____	\$ _____
81x59		12	\$ _____	\$ _____	\$ _____
95x67		12	\$ _____	\$ _____	\$ _____
112x75		12	\$ _____	\$ _____	\$ _____
128x83		10	\$ _____	\$ _____	\$ _____
142x91		10	\$ _____	\$ _____	\$ _____

Polymer coated corrugated steel pipe shall be coated on both sides with a protective polymer coating conforming to ASTM A 742 and AASHTO M 245. The polymer coating shall be a minimum 10 mils thick. The polymer shall be composed of polyethylene and acrylic acid copolymer - TRENCHCOAT protective film.

**POLYMER COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
15"	14	\$ _____	\$ _____	\$ _____
18"	14	\$ _____	\$ _____	\$ _____
21"	14	\$ _____	\$ _____	\$ _____
24"	14	\$ _____	\$ _____	\$ _____
30"	14	\$ _____	\$ _____	\$ _____
36"	12	\$ _____	\$ _____	\$ _____
42"	12	\$ _____	\$ _____	\$ _____
48"	12	\$ _____	\$ _____	\$ _____

**POLYMER COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
54"	12	\$ _____	\$ _____	\$ _____
60"	12	\$ _____	\$ _____	\$ _____
66"	12	\$ _____	\$ _____	\$ _____
72"	12	\$ _____	\$ _____	\$ _____
84"	12	\$ _____	\$ _____	\$ _____
96"	12	\$ _____	\$ _____	\$ _____
108"	10	\$ _____	\$ _____	\$ _____
120"	10	\$ _____	\$ _____	\$ _____

**POLYMER COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13	14	\$ _____	\$ _____	\$ _____
21x15	14	\$ _____	\$ _____	\$ _____
24x18	14	\$ _____	\$ _____	\$ _____
28x20	14	\$ _____	\$ _____	\$ _____
35x24	12	\$ _____	\$ _____	\$ _____
42x29	12	\$ _____	\$ _____	\$ _____
49x33	12	\$ _____	\$ _____	\$ _____
57x38	12	\$ _____	\$ _____	\$ _____

**POLYMER COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46	12	\$ _____	\$ _____	\$ _____
66x51	12	\$ _____	\$ _____	\$ _____
73x55	12	\$ _____	\$ _____	\$ _____
81x59	12	\$ _____	\$ _____	\$ _____
95x67	12	\$ _____	\$ _____	\$ _____
112x75	12	\$ _____	\$ _____	\$ _____
128x83	10	\$ _____	\$ _____	\$ _____
142x91	10	\$ _____	\$ _____	\$ _____

The Contract term will be for two years with the renewal option for one additional two-year term.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 2nd day of January 2018:

Midwest Municipal Supply  
Company Name

Tracy Hill  
Signature  
Tracy Hill  
Print

Company Address: 40 Tucker dr  
Caseyville IL 62232

Phone: 618-344-1040

County of Jefferson, State of Missouri

Kenneth B. Waller  
Kenneth B. Waller County Executive

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.

Dale 2/14/18  
County Auditor

APPROVED AS TO FORM

T. D. D.  
County Counselor

## COOPERATIVE BID FORM

Bid Name: Roadway Drainage Pipe 2018

**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  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: \$ 4000.00**

**BY:** Tracy Hill

**TITLE:** Sales

**COMPANY:** Midwest Municipal Supply

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

**Phone** 618-344-1040      **E-mail** thillicpc@aol.com

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



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

EXHIBIT

PENGAD 800-651-2898

A2

**BID #: 18-0002**

**Invitation for Bid: ROADWAY DRAINAGE PIPE 2018**

**Date Issued: 12-7-2017**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 9, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**KURT WENGERT**  
Department of Public Works  
636-797-5427  
[kwengert@jeffcomo.org](mailto:kwengert@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:**

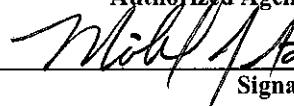
**Contract Term:  
UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE**

**Vendor  
Information:**

**SAMPLE ENVELOPE**

<b>VENDOR NAME</b>	
<b>VENDOR ADDRESS</b>	
<b>CONTACT NUMBER</b>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>
<b>SEALED BID: (BID NAME)</b>	

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 two-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Fred Weber Reinforced Concrete Products	Michael J. Ax, P.E.	
Company Name	Authorized Agent (Print)	
12950 Gravois Road		
Address	Signature	
St. Louis, MO 63127	Vice President	
City/State/Zip Code	Title	
(314) 892-7400	01-08-2018	43-1222091
Telephone #	Date	Tax ID #
mjax@fredweberinc.com	(314) 344-0970	
E-mail	Fax #	

## TABLE OF CONTENTS:

<b>Legal Notice and Invitation for Bid</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Bid Requirements</b>	<b>Page 3</b>
<b>Bid Response and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

### **\*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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 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. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

**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 original (one original) and two (two copies) with all 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) 797-5380, 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.**

#### **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.

**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 two-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 Delaware.

**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 Julie Shields (Name of Business Entity Authorized Representative) as Sr. Vice President - Human Resource (Position/Title) first being duly sworn on my oath, affirm Fred Weber RCP (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 Roadway Drainage Pipe Supply Bid (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 Fred Weber RCP (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 Roadway Drainage Supply Bid (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.)*

Julie Shields  
Authorized Representative's Signature

Julie Shields  
Printed Name

Sr. Vice President - Human Resource  
Title

January 9, 2018  
Date

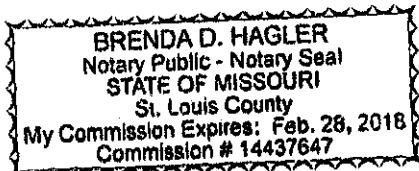
Subscribed and sworn to before me this 9th of January, 2018. I am  
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on 02/28/18.  
(NAME OF STATE) (DATE)

Brenda D. Hager  
Signature of Notary

02/08/18  
Date



## AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

### **CURRENT BUSINESS ENTITY STATUS**

I certify that Fred Weber RCP (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.

Julie Shields  
Authorized Business Entity  
Representative's Name  
(Please Print)

*Julie Shields*  
Authorized Business Entity  
Representative's Signature

Fred Weber RCP  
Business Entity Name

January 9, 2018  
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).

## **SPECIFICATIONS**

### **ROADWAY DRAINAGE PIPE**

The County of Jefferson wishes to purchase pipes of various materials for use in maintaining and improving storm drainage along our roadways. The intent of this specification is to allow the County flexibility in using pipes of different materials to suit a variety of needs and conditions. The vendors do not need to submit prices for materials they do not typically provide. The County maintains the right to select multiple vendors for each of the different pipe materials as necessary. The general specifications and price lists for each type of pipe material will be listed below in groups.

### **THERMOPLASTIC CULVERT PIPE**

Thermoplastic culvert pipe shall meet the specifications of either Section 1028 (Corrugated Polyvinyl Chloride Culvert Pipe), Section 1041 (Polypropylene Culvert Pipe) or Section 1047 (Corrugated Polyethylene Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. Material will be specified during ordering by the County.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES        NO       

If yes, name party to call: \_\_\_\_\_

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

### **POLYVINYL CHLORIDE (PVC)**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21" NO BID	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____

**POLYPROPYLENE PIPE (DOUBLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
15"	\$ _____
18" NO BID	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____

**POLYPROPYLENE PIPE (TRIPLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
30"	\$ _____
36" NO BID	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

**POLYETHYLENE PIPE – CORRUGATED**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30" NO BID	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

**POLYETHYLENE PIPE – STEEL REINFORCED**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30" NO BID	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

## **REINFORCED CONCRETE PIPE**

Reinforced concrete culvert pipe shall be tongue and groove, meeting the specifications of Section 1026 (Reinforced Concrete Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. 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 Section 1032 (Precast Concrete Flared End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES X NO \_\_\_\_\_

If yes, name party to call: Keith Bussen or Tom Greco

Telephone number: (314) 913-2737 or (314) 575-6276

Minimum Delivery Required (Circle One) Yes No  
If yes, amount \$ See Below

Additional Supplier Fees \$ None Comments: See Additional Notes Below

- Pricing based upon full loads, Small Load Delivery Charges will be added to all Small/Short Load - Varies Based upon Size/Qty/Location
- Pails of Lubricant and Sewertite as needed - \$46/Pail
- Minimum 3 Weeks Notice on Elliptical Purchases
- Minimum 3 Day Notice for all Scheduled Deliveries

PIPE DIAMETER	ROUND PIPES					
	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
15"	N/A	104.00	330.00	N/A	126.00	N/A
18"	N/A	137.60	363.00	N/A	163.60	N/A
21"	N/A	200.00	462.00	N/A	210.00	N/A
24"	N/A	200.00	495.00	N/A	282.80	N/A
30"	N/A	291.20	682.00	N/A	437.20	N/A
36"	N/A	421.20	1116.50	N/A	715.20	N/A
42"	N/A	528.80	985.00	N/A	794.88	N/A
48"	N/A	656.00	1172.00	N/A	952.00	N/A
54"	N/A	848.40	1667.00	N/A	1208.00	N/A
60"	N/A	1018.40	1930.00	N/A	1452.80	N/A
72"	N/A	1440.00	Upon Request	N/A	2160.00	N/A
84"	N/A	2287.20	Upon Request	N/A	Upon Request	N/A
96"	N/A	2870.00	Upon Request	N/A	Upon Request	N/A

ROUND DIAMETER EQUIVALENT	ELLIPTICAL PIPES					
	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	402.40	511.85	N/A	N/A	N/A
24"	N/A	484.00	654.10	N/A	N/A	N/A
30"	N/A	672.80	837.75	N/A	N/A	N/A
36"	N/A	807.60	1392.70	N/A	N/A	N/A
42"	N/A	1037.60	1769.60	N/A	N/A	N/A
48"	N/A	1256.00	2190.00	N/A	N/A	N/A
60"	N/A	1836.80	4223.70	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

## **CORRUGATED METALLIC CULVERT PIPE**

Corrugated metal pipe and end sections shall meet the specifications of Section 1020 (Corrugated Metallic-Coated Steel Culvert Pipe, Pipe-Arches and End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off U.S. Hwy. 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES        NO       

If yes, name party to call: \_\_\_\_\_

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

Minimum Delivery Required (Circle One) Yes        No         
If yes, amount \$ \_\_\_\_\_

Additional Supplier Fees \$ \_\_\_\_\_ Comments: \_\_\_\_\_

Metallic coated corrugated steel pipe shall be coated with either a zinc coating or aluminum coating in accordance with Section 1020.3 of the October 2017 Missouri Standard Specifications for Highway Construction. Please specify in the tables below whether your price is for zinc coated, aluminum coated, or both.

NO BID

**METALLIC COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
15"	_____	14	\$ _____	\$ _____	\$ _____
18"	_____	14	\$ _____	\$ _____	\$ _____
21"	_____	14	\$ _____	\$ _____	\$ _____
24"	_____	14	\$ _____	\$ _____	\$ _____
30"	_____	14	\$ _____	\$ _____	\$ _____
36"	_____	12	\$ _____	\$ _____	\$ _____
42"	_____	12	\$ _____	\$ _____	\$ _____
48"	_____	12	\$ _____	\$ _____	\$ _____

NO BID

**METALLIC COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
54"	_____	12	\$ _____	\$ _____	\$ _____
60"	_____	12	\$ _____	\$ _____	\$ _____
66"	_____	12	\$ _____	\$ _____	\$ _____
72"	_____	12	\$ _____	\$ _____	\$ _____
84"	_____	12	\$ _____	\$ _____	\$ _____
96"	_____	12	\$ _____	\$ _____	\$ _____
108"	_____	10	\$ _____	\$ _____	\$ _____
120"	_____	10	\$ _____	\$ _____	\$ _____

NO BID

**METALLIC COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

NO BID

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13		14	\$ _____	\$ _____	\$ _____
21x15		14	\$ _____	\$ _____	\$ _____
24x18		14	\$ _____	\$ _____	\$ _____
28x20		14	\$ _____	\$ _____	\$ _____
35x24		12	\$ _____	\$ _____	\$ _____
42x29		12	\$ _____	\$ _____	\$ _____
49x33		12	\$ _____	\$ _____	\$ _____
57x38		12	\$ _____	\$ _____	\$ _____

**METALLIC COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

NO BID

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46		12	\$ _____	\$ _____	\$ _____
66x51		12	\$ _____	\$ _____	\$ _____
73x55		12	\$ _____	\$ _____	\$ _____
81x59		12	\$ _____	\$ _____	\$ _____
95x67		12	\$ _____	\$ _____	\$ _____
112x75		12	\$ _____	\$ _____	\$ _____
128x83		10	\$ _____	\$ _____	\$ _____
142x91		10	\$ _____	\$ _____	\$ _____

Polymer coated corrugated steel pipe shall be coated on both sides with a protective polymer coating conforming to ASTM A 742 and AASHTO M 245. The polymer coating shall be a minimum 10 mils thick. The polymer shall be composed of polyethylene and acrylic acid copolymer - TRENCHCOAT protective film.

**POLYMER COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
15"	14	\$ _____	\$ _____	\$ _____
18"	14	\$ _____	\$ _____	\$ _____
21"	14	\$ _____	\$ _____	\$ _____
24"	14	\$ _____	\$ _____	\$ _____
30"	14	\$ _____	\$ _____	\$ _____
36"	12	\$ _____	\$ _____	\$ _____
42"	12	\$ _____	\$ _____	\$ _____
48"	12	\$ _____	\$ _____	\$ _____

NO BID

**POLYMER COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
54"	12	\$ _____	\$ _____	\$ _____
60"	12	\$ _____	\$ _____	\$ _____
66"	12	\$ _____	\$ _____	\$ _____
72"	12	\$ _____	\$ _____	\$ _____
84"	12	\$ _____	\$ _____	\$ _____
96"	12	\$ _____	\$ _____	\$ _____
108"	10	\$ _____	\$ _____	\$ _____
120"	10	\$ _____	\$ _____	\$ _____

NO BID

**POLYMER COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13	14	\$ _____	\$ _____	\$ _____
21x15	14	\$ _____	\$ _____	\$ _____
24x18	14	\$ _____	\$ _____	\$ _____
28x20	14	\$ _____	\$ _____	\$ _____
35x24	12	\$ _____	\$ _____	\$ _____
42x29	12	\$ _____	\$ _____	\$ _____
49x33	12	\$ _____	\$ _____	\$ _____
57x38	12	\$ _____	\$ _____	\$ _____

NO BID

**POLYMER COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46	12	\$ _____	\$ _____	\$ _____
66x51	12	\$ _____	\$ _____	\$ _____
73x55	12	\$ _____	\$ _____	\$ _____
81x59	12	\$ _____	\$ _____	\$ _____
95x67	12	\$ _____	\$ _____	\$ _____
112x75	12	\$ _____	\$ _____	\$ _____
128x83	10	\$ _____	\$ _____	\$ _____
142x91	10	\$ _____	\$ _____	\$ _____

NO BID

The Contract term will be for two years with the renewal option for one additional two-year term.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 9th day of January 2018:

Fred Weber Reinforced Concrete Products  
Company Name

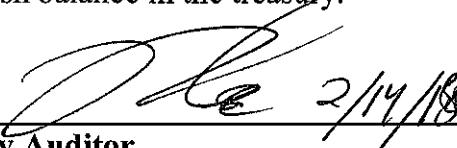
  
Signature  
Michael J. Ax, P.E.  
Print

County of Jefferson, State of Missouri

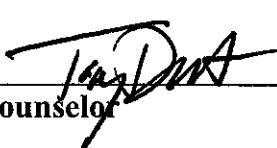
  
Kenneth B. Waller  
County Executive

Company Address: \_\_\_\_\_  
12950 Gravois Road  
St. Louis, MO 63127  
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.

  
2/14/18  
County Auditor

**APPROVED AS TO FORM**

  
County Counselor

## COOPERATIVE BID FORM

**Bid Name:** Roadway Drainage Pipe 2018

Fred Weber Reinforced Concrete Products

**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 \_\_\_\_\_

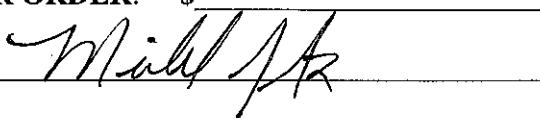
Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation 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:** \$ None, Same Conditions Apply - See Page 14 of 22

**BY:** Michael J. Ax



**TITLE:** Vice President

**COMPANY:** Fred Weber Reinforced Concrete Products

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

**Phone** (314) 892-7400      **E-mail** mjax@fredweberinc.com

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



JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

PENGAD 600-631-6889

EXHIBIT

A3

BID #: 18-0002

Invitation for Bid: ROADWAY DRAINAGE PIPE 2018

Date Issued: 12-7-2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 9, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**KURT WENGERT**  
Department of Public Works  
636-797-5427  
[kwengert@jeffcomo.org](mailto:kwengert@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:**

**Contract Term:**  
UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE

**Vendor  
Information:**

**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)*

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 two-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Contech Engineered Solutions Mike Hill  
Company Name Authorized Agent (Print)

140 Airport Industrial Drive Mike Hill  
Address Signature

SiKeston MO. 63801 Sales Engineer  
City/State/Zip Code Title

573/380-0719 Jan 8 2018 20-0520163  
Telephone # Date Tax ID #

Mhill@Conteches.com 573-355-9136  
E-mail Fax #

## TABLE OF CONTENTS:

<b>Legal Notice and Invitation for Bid</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Bid Requirements</b>	<b>Page 3</b>
<b>Bid Response and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

### \*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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
- N/A 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. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

**\*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

## **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 original (one original) and two (two copies) with all 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) 797-5380, 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.

### **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.

**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 two-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 OHIO.

**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 Marguerite Thomas (Name of Business Entity Authorized Representative) as Human Resource Manager (Position/Title) first being duly sworn on my oath, affirm Contech Engineering Solutions (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 Jefferson County (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 Contech Engineering Solutions (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 Jefferson County (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.)*

Marguerite Thomas  
Authorized Representative's Signature

Marguerite Thomas  
Printed Name

HR Manager 1/19/2018  
Title Date

Subscribed and sworn to before me this 19<sup>th</sup> of January 2018 I am  
(DAY) (MONTH, YEAR)

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

Ohio and my commission expires on 3/22/2022  
(NAME OF STATE) (DATE)

Michele Triplett  
Signature of Notary

Date

1/19/18

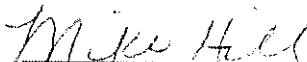


## AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

### **CURRENT BUSINESS ENTITY STATUS**

I certify that Contech Engineered Solutions (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.



Authorized Business Entity  
Representative's Name  
(Please Print)



Authorized Business Entity  
Representative's Signature



Business Entity Name



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).

## SPECIFICATIONS

### ROADWAY DRAINAGE PIPE

The County of Jefferson wishes to purchase pipes of various materials for use in maintaining and improving storm drainage along our roadways. The intent of this specification is to allow the County flexibility in using pipes of different materials to suit a variety of needs and conditions. The vendors do not need to submit prices for materials they do not typically provide. The County maintains the right to select multiple vendors for each of the different pipe materials as necessary. The general specifications and price lists for each type of pipe material will be listed below in groups.

### THERMOPLASTIC CULVERT PIPE

Thermoplastic culvert pipe shall meet the specifications of either Section 1028 (Corrugated Polyvinyl Chloride Culvert Pipe), Section 1041 (Polypropylene Culvert Pipe) or Section 1047 (Corrugated Polyethylene Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. Material will be specified during ordering by the County.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES  NO

If yes, name party to call: Mike Hill

Telephone number: 573-380-0719

### **POLYVINYL CHLORIDE (PVC)**

Diameter	Cost per Foot	A-2000
15"	\$ <u>9.18</u>	22' Length
18"	\$ <u>13.03</u>	
21"	\$ <u>17.91</u>	
24"	\$ <u>23.64</u>	
30"	\$ <u>33.87</u>	
36"	\$ <u>48.07</u>	

### **POLYPROPYLENE PIPE (DOUBLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____

### **POLYPROPYLENE PIPE (TRIPLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
30"	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

### POLYETHYLENE PIPE - CORRUGATED

Diameter	Cost per Foot
15"	\$ <u>8.25</u>
18"	\$ <u>11.35</u>
21"	\$ <u>N/A</u>
24"	\$ <u>18.73</u>
30"	\$ <u>28.73</u>
36"	\$ <u>35.12</u>
42"	\$ <u>48.00</u>
48"	\$ <u>53.90</u>
54"	\$ <u>N/A</u>
60"	\$ <u>N/A</u>

### POLYETHYLENE PIPE - STEEL REINFORCED

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

## REINFORCED CONCRETE PIPE

Reinforced concrete culvert pipe shall be tongue and groove, meeting the specifications of Section 1026 (Reinforced Concrete Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. 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 Section 1032 (Precast Concrete Flared End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES        NO       

If yes, name party to call: \_\_\_\_\_

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

Minimum Delivery Required (Circle One) Yes        No         
If yes, amount \$ \_\_\_\_\_

Additional Supplier Fees \$ \_\_\_\_\_ Comments: \_\_\_\_\_

PIPE DIAMETER	ROUND PIPES					
	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
15"	_____	_____	_____	_____	_____	_____
18"	_____	_____	_____	_____	_____	_____
21"	_____	_____	_____	_____	_____	_____
24"	_____	_____	_____	_____	_____	_____
30"	_____	_____	_____	_____	_____	_____
36"	_____	_____	_____	_____	_____	_____
42"	_____	_____	_____	_____	_____	_____
48"	_____	_____	_____	_____	_____	_____
54"	_____	_____	_____	_____	_____	_____
60"	_____	_____	_____	_____	_____	_____
72"	_____	_____	_____	_____	_____	_____
84"	_____	_____	_____	_____	_____	_____
96"	_____	_____	_____	_____	_____	_____

ROUND DIAMETER EQUIVALENT	ELLIPTICAL PIPES					
	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"	_____	_____	_____	_____	_____	_____
24"	_____	_____	_____	_____	_____	_____
30"	_____	_____	_____	_____	_____	_____
36"	_____	_____	_____	_____	_____	_____
42"	_____	_____	_____	_____	_____	_____
48"	_____	_____	_____	_____	_____	_____
60"	_____	_____	_____	_____	_____	_____
72"	_____	_____	_____	_____	_____	_____
84"	_____	_____	_____	_____	_____	_____
96"	_____	_____	_____	_____	_____	_____

## CORRUGATED METALLIC CULVERT PIPE

Corrugated metal pipe and end sections shall meet the specifications of Section 1020 (Corrugated Metallic-Coated Steel Culvert Pipe, Pipe-Arches and End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off U.S. Hwy. 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES  NO

If yes, name party to call: Mike Hill

Telephone number: 573 380-0719

Minimum Delivery Required (Circle One) Yes  No  
If yes, amount \$ 4,000

Additional Supplier Fees \$ \_\_\_\_\_ Comments: \_\_\_\_\_

Metallic coated corrugated steel pipe shall be coated with either a zinc coating or aluminum coating in accordance with Section 1020.3 of the October 2017 Missouri Standard Specifications for Highway Construction. Please specify in the tables below whether your price is for zinc coated, aluminum coated, or both.

**METALLIC COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
15"	<u>Galv/Alum II</u>	14	\$ <u>12.45</u>	\$ <u>12.45</u>	\$ <u>74.84</u>
18"	<u>Galv/Alum II</u>	14	\$ <u>14.94</u>	\$ <u>14.94</u>	\$ <u>97.64</u>
21"	<u>Galv/Alum II</u>	14	\$ <u>17.43</u>	\$ <u>17.43</u>	\$ <u>116.45</u>
24"	<u>Galv/Alum II</u>	14	\$ <u>19.92</u>	\$ <u>19.92</u>	\$ <u>144.83</u>
30"	<u>Galv/Alum II</u>	14	\$ <u>24.90</u>	\$ <u>24.90</u>	\$ <u>264.35</u>
36"	<u>Galv/Alum II</u>	12	\$ <u>40.67</u>	\$ <u>40.67</u>	\$ <u>426.12</u>
42"	<u>Galv/Alum II</u>	12	\$ <u>47.31</u>	\$ <u>47.31</u>	\$ <u>803.73</u>
48"	<u>Galv/Alum II</u>	12	\$ <u>53.95</u>	\$ <u>53.95</u>	\$ <u>935.34</u>

(12" wide  
Conn Bands)

**METALLIC COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
54"	<u>Galv/Alum II</u>	12	\$ <u>71.38</u>	\$ <u>71.38</u>	\$ <u>1,108.54</u>
60"	<u>Galv/Alum II</u>	12	\$ <u>79.12</u>	\$ <u>79.12</u>	\$ <u>1,662.82</u>
66"	<u>Galv/Alum II</u>	12	\$ <u>86.86</u>	\$ <u>86.86</u>	\$ <u>1,787.52</u>
72"	<u>Galv/Alum II</u>	12	\$ <u>94.60</u>	\$ <u>94.60</u>	\$ <u>1,981.54</u>
84"	<u>Galv/Alum II</u>	12	\$ <u>110.08</u>	\$ <u>110.08</u>	\$ <u>2,341.80</u>
96"	<u>Galv/Alum II</u>	12	\$ <u>126.42</u>	\$ <u>126.42</u>	\$ <u>3,106.70</u>
108"	<u>Galv/Alum II</u>	10	\$ <u>181.46</u>	\$ <u>181.46</u>	\$ <u>N/A</u>
120"	<u>Galv/Alum II</u>	10	\$ <u>201.24</u>	\$ <u>201.24</u>	\$ <u>N/A</u>

**METALLIC COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13	<u>Galv/Alum/Alum</u>	14	\$ <u>13.05</u>	\$ <u>13.05</u>	\$ <u>75.28</u>
21x15	<u>Galv/Alum/Alum</u>	14	\$ <u>15.60</u>	\$ <u>15.60</u>	\$ <u>88.28</u>
24x18	<u>Galv/Alum/Alum</u>	14	\$ <u>18.27</u>	\$ <u>18.27</u>	\$ <u>107.41</u>
28x20	<u>Galv/Alum/Alum</u>	14	\$ <u>20.88</u>	\$ <u>20.88</u>	\$ <u>126.54</u>
35x24	<u>Galv/Alum/Alum</u>	12	\$ <u>35.67</u>	\$ <u>35.67</u>	\$ <u>212.02</u>
42x29	<u>Galv/Alum/Alum</u>	12	\$ <u>42.63</u>	\$ <u>42.63</u>	\$ <u>335.35</u>
49x33	<u>Galv/Alum/Alum</u>	12	\$ <u>49.59</u>	\$ <u>49.59</u>	\$ <u>577.83</u>
57x38	<u>Galv/Alum/Alum</u>	12	\$ <u>56.55</u>	\$ <u>56.55</u>	\$ <u>720.54</u>

**METALLIC COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46	<u>Galv/Alum/Alum</u>	12	\$ <u>73.87</u>	\$ <u>73.87</u>	\$ <u>1,028.15</u>
66x51	<u>Galv/Alum/Alum</u>	12	\$ <u>81.88</u>	\$ <u>81.88</u>	\$ <u>1,357.96</u>
73x55	<u>Galv/Alum/Alum</u>	12	\$ <u>89.89</u>	\$ <u>89.89</u>	\$ <u>1,822.19</u>
81x59	<u>Galv/Alum/Alum</u>	12	\$ <u>97.90</u>	\$ <u>97.90</u>	\$ <u>1,919.19</u>
95x67	<u>Galv/Alum/Alum</u>	12	\$ <u>113.92</u>	\$ <u>113.92</u>	\$ <u>2,147.83</u>
112x75	<u>Galv/Alum/Alum</u>	12	\$ <u>130.83</u>	\$ <u>130.83</u>	\$ <u>2,782.44</u>
128x83	<u>Galv/Alum/Alum</u>	10	\$ <u>187.79</u>	\$ <u>187.79</u>	\$ <u>N/A</u>
142x91	<u>Galv/Alum/Alum</u>	10	\$ <u>208.26</u>	\$ <u>208.26</u>	\$ <u>N/A</u>

Polymer coated corrugated steel pipe shall be coated on both sides with a protective polymer coating conforming to ASTM A 742 and AASHTO M 245. The polymer coating shall be a minimum 10 mils thick. The polymer shall be composed of polyethylene and acrylic acid copolymer - TRENCHCOAT protective film.

**POLYMER COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA) <i>Galv</i>
15"	14	\$ <u>16.35</u>	\$ <u>16.35</u>	\$ <u>74.84</u>
18"	14	\$ <u>19.62</u>	\$ <u>19.62</u>	\$ <u>97.04</u>
21"	14	\$ <u>22.89</u>	\$ <u>22.89</u>	\$ <u>116.45</u>
24"	14	\$ <u>26.16</u>	\$ <u>26.16</u>	\$ <u>144.83</u>
30"	14	\$ <u>32.70</u>	\$ <u>32.70</u>	\$ <u>264.35</u>
36"	12	\$ <u>53.41</u>	\$ <u>53.41</u>	\$ <u>426.12</u>
42"	12	\$ <u>62.13</u>	\$ <u>62.13</u>	\$ <u>803.73</u>
48"	12	\$ <u>70.85</u>	\$ <u>70.85</u>	\$ <u>935.34</u>

**POLYMER COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA) <i>Galv</i>
54"	12	\$ <u>102.92</u>	\$ <u>102.92</u>	\$ <u>1,108.54</u>
60"	12	\$ <u>114.08</u>	\$ <u>114.08</u>	\$ <u>1,602.82</u>
66"	12	\$ <u>125.24</u>	\$ <u>125.24</u>	\$ <u>1,787.52</u>
72"	12	\$ <u>136.40</u>	\$ <u>136.40</u>	\$ <u>1,981.54</u>
84"	12	\$ <u>158.72</u>	\$ <u>158.72</u>	\$ <u>2,341.80</u>
96"	12	\$ <u>182.28</u>	\$ <u>182.28</u>	\$ <u>3,106.70</u>
108"	10	\$ <u>263.75</u>	\$ <u>263.75</u>	\$ <u>N/A</u>
120"	10	\$ <u>292.50</u>	\$ <u>292.50</u>	\$ <u>N/A</u>

**POLYMER COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13	14	\$ <u>16.80</u>	\$ <u>16.80</u>	\$ <u>75.28</u>
21x15	14	\$ <u>20.16</u>	\$ <u>20.16</u>	\$ <u>88.28</u>
24x18	14	\$ <u>23.52</u>	\$ <u>23.52</u>	\$ <u>107.41</u>
28x20	14	\$ <u>26.88</u>	\$ <u>26.88</u>	\$ <u>126.54</u>
35x24	12	\$ <u>45.92</u>	\$ <u>45.92</u>	\$ <u>212.02</u>
42x29	12	\$ <u>54.88</u>	\$ <u>54.88</u>	\$ <u>335.35</u>
49x33	12	\$ <u>63.84</u>	\$ <u>63.84</u>	\$ <u>577.83</u>
57x38	12	\$ <u>72.80</u>	\$ <u>72.80</u>	\$ <u>720.54</u>

**POLYMER COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46	12	\$ <u>106.24</u>	\$ <u>106.24</u>	\$ <u>1028.15</u>
66x51	12	\$ <u>117.76</u>	\$ <u>117.76</u>	\$ <u>1,357.96</u>
73x55	12	\$ <u>129.28</u>	\$ <u>129.28</u>	\$ <u>1,822.19</u>
81x59	12	\$ <u>140.80</u>	\$ <u>140.80</u>	\$ <u>1,919.19</u>
95x67	12	\$ <u>163.84</u>	\$ <u>163.84</u>	\$ <u>2,147.83</u>
112x75	12	\$ <u>188.16</u>	\$ <u>188.16</u>	\$ <u>2,782.44</u>
128x83	10	\$ <u>270.08</u>	\$ <u>270.08</u>	\$ <u>N/A</u>
142x91	10	\$ <u>299.52</u>	\$ <u>299.52</u>	\$ <u>N/A</u>

The Contract term will be for two years with the renewal option for one additional two-year term.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018:

ConTech Engineered Solutions  
Company Name

Mike Hill  
Signature  
Mike Hill

Print

County of Jefferson, State of Missouri

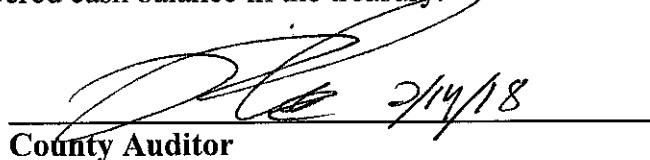
Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address:

140 Airport Industrial Drive  
Sikeston Mo. 63801

Phone: 573-380-0719

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.

  
2/14/18  
County Auditor

APPROVED AS TO FORM

  
County Counselor

## COOPERATIVE BID FORM

Bid Name: ConTech Engineered Solutions

**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  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: \$ \_\_\_\_\_

BY: M. D. Hill

TITLE: Regional Sales Engineer

COMPANY: ConTech Engineered Solutions

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 573-380-0719 E-mail mhill@contecs.com

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



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

PENGAD 800-631-6999

**EXHIBIT**

A4

**BID #:** 18-0002

**Invitation for Bid: ROADWAY DRAINAGE PIPE 2018**

**Date Issued: 12-7-2017**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 9, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**KURT WENGERT**

Department of Public Works  
636-797-5427  
[kwengert@jeffcomo.org](mailto:kwengert@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 two-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:**

**METAL CULVERTS, INC.**

**GREG BRAUNER**

**Company Name**

**Authorized Agent (Print)**

**P.O. BOX 330**

*Greg Brauner*  
**Signature**

**Address**

**JEFFERSON CITY, MO 65102**

**SALES REPRESENTATIVE**

**City/State/Zip Code**

**Title**

**(573) 636-7312**

**01/02/2018**

**43-0916928**

**Telephone #**

**Date**

**Tax ID #**

**[sales@metalculverts.com](mailto:sales@metalculverts.com)**

**(573) 634-8729**

**E-mail**

**Fax #**

## TABLE OF CONTENTS:

<b>Legal Notice and Invitation for Bid</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Bid Requirements</b>	<b>Page 3</b>
<b>Bid Response and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

### **\*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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 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. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

**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 original (one original) and two (two copies) with all 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) 797-5380, 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.

**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.

**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 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 two-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: [X] 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 SHEILA BAILEY (Name of Business Entity Authorized Representative) as HUMAN RESOURCES ASSISTANT (Position/Title) first being duly sworn on my oath, affirm METAL CULVERTS, 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 THIS BID (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 METAL CULVERTS, 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 THIS BID (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.)*

Sheila Bailey  
Authorized Representative's Signature

SHEILA BAILEY  
Printed Name

HUMAN RESOURCES ASSISTANT JANUARY 2, 2018  
Title Date

Subscribed and sworn to before me this 2 of JANUARY, 2018. I am

(DAY)

(MONTH, YEAR)

commissioned as a notary public within the County of OSAGE, State of

(NAME OF COUNTY)

MISSOURI and my commission expires on JULY 23, 2021.

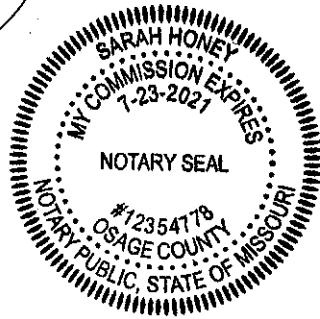
(NAME OF STATE)

(DATE)

SARAH HONEY  
Signature of Notary

JANUARY 2, 2018

Date



**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that METAL CULVERTS, 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.

SHEILA BAILEY  
Authorized Business Entity  
Representative's Name  
(Please Print)

*Sheila Bailey*  
Authorized Business Entity  
Representative's Signature

METAL CULVERTS, INC.  
Business Entity Name

JANUARY 2, 2018  
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).

## SPECIFICATIONS

### ROADWAY DRAINAGE PIPE

The County of Jefferson wishes to purchase pipes of various materials for use in maintaining and improving storm drainage along our roadways. The intent of this specification is to allow the County flexibility in using pipes of different materials to suit a variety of needs and conditions. The vendors do not need to submit prices for materials they do not typically provide. The County maintains the right to select multiple vendors for each of the different pipe materials as necessary. The general specifications and price lists for each type of pipe material will be listed below in groups.

### THERMOPLASTIC CULVERT PIPE

Thermoplastic culvert pipe shall meet the specifications of either Section 1028 (Corrugated Polyvinyl Chloride Culvert Pipe), Section 1041 (Polypropylene Culvert Pipe) or Section 1047 (Corrugated Polyethylene Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. Material will be specified during ordering by the County.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES  NO

If yes, name party to call: \_\_\_\_\_

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

### **POLYVINYL CHLORIDE (PVC)**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____

**POLYPROPYLENE PIPE (DOUBLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____

**POLYPROPYLENE PIPE (TRIPLE WALLED)**

<u>Diameter</u>	<u>Cost per Foot</u>
30"	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

### **POLYETHYLENE PIPE – CORRUGATED**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

### **POLYETHYLENE PIPE – STEEL REINFORCED**

Diameter	Cost per Foot
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____

## **REINFORCED CONCRETE PIPE**

Reinforced concrete culvert pipe shall be tongue and groove, meeting the specifications of Section 1026 (Reinforced Concrete Culvert Pipe) of the October 2017 Missouri Standard Specifications for Highway Construction. 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 Section 1032 (Precast Concrete Flared End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off of U.S. Highway 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES        NO       

If yes, name party to call: \_\_\_\_\_

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

Minimum Delivery Required (Circle One) Yes        No         
If yes, amount \$ \_\_\_\_\_

Additional Supplier Fees \$ \_\_\_\_\_ Comments: \_\_\_\_\_

PIPE DIAMETER	ROUND PIPES					
	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
15"	_____	_____	_____	_____	_____	_____
18"	_____	_____	_____	_____	_____	_____
21"	_____	_____	_____	_____	_____	_____
24"	_____	_____	_____	_____	_____	_____
30"	_____	_____	_____	_____	_____	_____
36"	_____	_____	_____	_____	_____	_____
42"	_____	_____	_____	_____	_____	_____
48"	_____	_____	_____	_____	_____	_____
54"	_____	_____	_____	_____	_____	_____
60"	_____	_____	_____	_____	_____	_____
72"	_____	_____	_____	_____	_____	_____
84"	_____	_____	_____	_____	_____	_____
96"	_____	_____	_____	_____	_____	_____

ROUND DIAMETER EQUIVALENT	ELLIPTICAL PIPES					
	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"	_____	_____	_____	_____	_____	_____
24"	_____	_____	_____	_____	_____	_____
30"	_____	_____	_____	_____	_____	_____
36"	_____	_____	_____	_____	_____	_____
42"	_____	_____	_____	_____	_____	_____
48"	_____	_____	_____	_____	_____	_____
60"	_____	_____	_____	_____	_____	_____
72"	_____	_____	_____	_____	_____	_____
84"	_____	_____	_____	_____	_____	_____
96"	_____	_____	_____	_____	_____	_____

## **CORRUGATED METALLIC CULVERT PIPE**

Corrugated metal pipe and end sections shall meet the specifications of Section 1020 (Corrugated Metallic-Coated Steel Culvert Pipe, Pipe-Arches and End Sections) of the October 2017 Missouri Standard Specifications for Highway Construction.

Material will be ordered as needed.

Prices to be for truck load quantity delivered to each of the three maintenance sheds. Price will include all costs for shipping, handling, delivery, and assembly to locations specified by the County.

De Soto Building	2960 Lee Pyle Road, off U.S. Hwy. 67
Hillsboro Building	5275 State Highway B at Butcher Branch Road
House Springs Building	6460 State Highway MM

In emergency, can we call you after regular hours? YES X NO \_\_\_\_\_

If yes, name party to call: GREG BRAUNER

Telephone number: (573) 690-1533

Minimum Delivery Required (Circle One) Yes    No     
If yes, amount \$ \_\_\_\_\_

Additional Supplier Fees \$ \_\_\_\_\_ Comments: \_\_\_\_\_

Metallic coated corrugated steel pipe shall be coated with either a zinc coating or aluminum coating in accordance with Section 1020.3 of the October 2017 Missouri Standard Specifications for Highway Construction. Please specify in the tables below whether your price is for zinc coated, aluminum coated, or both.

**METALLIC COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
15"	<u>GALVANIZED</u>	14	\$ 11.57	\$ 11.57	\$ 53.55
18"	<u>GALVANIZED</u>	14	\$ 13.69	\$ 13.69	\$ 69.40
21"	<u>GALVANIZED</u>	14	\$ 16.30	\$ 16.30	\$ 83.50
24"	<u>GALVANIZED</u>	14	\$ 18.26	\$ 18.26	\$ 103.55
30"	<u>GALVANIZED</u>	14	\$ 22.41	\$ 33.62	\$ 174.70
36"	<u>GALVANIZED</u>	12	\$ 36.80	\$ 55.20	\$ 281.55
42"	<u>GALVANIZED</u>	12	\$ 43.12	\$ 64.68	\$ 666.00
48"	<u>GALVANIZED</u>	12	\$ 49.12	\$ 73.68	\$ 760.70

**METALLIC COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
54"	<u>GALVANIZED</u>	12	\$ 66.48	\$ 132.96	\$ 935.55
60"	<u>GALVANIZED</u>	12	\$ 72.79	\$ 145.58	\$ 1,403.40
66"	<u>GALVANIZED</u>	12	\$ 79.43	\$ 158.86	\$ 1,508.65
72"	<u>GALVANIZED</u>	12	\$ 86.49	\$ 172.98	\$ 1,672.40
84"	<u>GALVANIZED</u>	12	\$ 100.68	\$ 201.36	\$ 1,976.45
96"	<u>GALVANIZED</u>	12	\$ 114.87	\$ 229.74	\$ 2,622.00
108"	<u>GALVANIZED</u>	10	\$ 164.51	\$ 329.02	\$ N/A
120"	<u>GALVANIZED</u>	10	\$ 182.60	\$ 365.20	\$ N/A

**METALLIC COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13	<u>GALVANIZED</u>	14	\$ 12.31	\$ 12.31	\$ 50.85
21x15	<u>GALVANIZED</u>	14	\$ 14.43	\$ 14.43	\$ 59.60
24x18	<u>GALVANIZED</u>	14	\$ 17.12	\$ 17.12	\$ 72.55
28x20	<u>GALVANIZED</u>	14	\$ 19.23	\$ 19.23	\$ 85.45
35x24	<u>GALVANIZED</u>	12	\$ 31.92	\$ 47.88	\$ 159.45
42x29	<u>GALVANIZED</u>	12	\$ 37.92	\$ 56.88	\$ 236.75
49x33	<u>GALVANIZED</u>	12	\$ 44.40	\$ 66.60	\$ 425.60
57x38	<u>GALVANIZED</u>	12	\$ 50.48	\$ 75.72	\$ 608.15

**METALLIC COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46	<u>GALVANIZED</u>	12	\$ 68.31	\$ 136.62	\$ 867.75
66x51	<u>GALVANIZED</u>	12	\$ 74.87	\$ 149.74	\$ 1,146.10
73x55	<u>GALVANIZED</u>	12	\$ 81.76	\$ 163.52	\$ 1,537.90
81x59	<u>GALVANIZED</u>	12	\$ 89.23	\$ 178.46	\$ 1,619.75
95x67	<u>GALVANIZED</u>	12	\$ 104.83	\$ 209.66	\$ 1,812.75
112x75	<u>GALVANIZED</u>	12	\$ 120.43	\$ 240.86	\$ 2,348.35
128x83	<u>GALVANIZED</u>	10	\$ 171.64	\$ 343.28	\$ N/A
142x91	<u>GALVANIZED</u>	10	\$ 194.64	\$ 389.28	\$ N/A

Metallic coated corrugated steel pipe shall be coated with either a zinc coating or aluminum coating in accordance with Section 1020.3 of the October 2017 Missouri Standard Specifications for Highway Construction. Please specify in the tables below whether your price is for zinc coated, aluminum coated, or both.

**METALLIC COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
15"	<u>ALUMINIZED</u>	14	\$ 12.28	\$ 12.28	\$ 95.10
18"	<u>ALUMINIZED</u>	14	\$ 14.53	\$ 14.53	\$ 123.25
21"	<u>ALUMINIZED</u>	14	\$ 17.30	\$ 17.30	\$ 148.30
24"	<u>ALUMINIZED</u>	14	\$ 19.38	\$ 19.38	\$ 184.00
30"	<u>ALUMINIZED</u>	14	\$ 23.79	\$ 35.84	\$ 335.85
36"	<u>ALUMINIZED</u>	12	\$ 39.10	\$ 58.65	\$ 541.40
42"	<u>ALUMINIZED</u>	12	\$ 45.82	\$ 68.73	\$ 1,021.20
48"	<u>ALUMINIZED</u>	12	\$ 52.19	\$ 78.29	\$ 1,188.45

**METALLIC COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
54"	<u>ALUMINIZED</u>	12	\$ 70.49	\$ 140.98	\$ 1,408.50
60"	<u>ALUMINIZED</u>	12	\$ 77.18	\$ 154.36	\$ 2,112.75
66"	<u>ALUMINIZED</u>	12	\$ 84.22	\$ 168.44	\$ 2,271.20
72"	<u>ALUMINIZED</u>	12	\$ 91.70	\$ 183.40	\$ 2,517.70
84"	<u>ALUMINIZED</u>	12	\$ 106.74	\$ 213.48	\$ 2,975.45
96"	<u>ALUMINIZED</u>	12	\$ 121.79	\$ 243.58	\$ 3,947.30
108"	<u>ALUMINIZED</u>	10	\$ 174.42	\$ 348.84	\$ N/A
120"	<u>ALUMINIZED</u>	10	\$ 193.60	\$ 387.20	\$ N/A

**METALLIC COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands (EA)	Flared End Sections (EA)
17x13	<u>ALUMINIZED</u>	14	\$ 13.06	\$ 13.06	\$ 95.65
21x15	<u>ALUMINIZED</u>	14	\$ 15.31	\$ 15.31	\$ 112.20
24x18	<u>ALUMINIZED</u>	14	\$ 18.17	\$ 18.17	\$ 136.50
28x20	<u>ALUMINIZED</u>	14	\$ 20.41	\$ 20.41	\$ 160.75
35x24	<u>ALUMINIZED</u>	12	\$ 33.92	\$ 50.88	\$ 269.40
42x29	<u>ALUMINIZED</u>	12	\$ 40.29	\$ 60.44	\$ 426.10
49x33	<u>ALUMINIZED</u>	12	\$ 47.18	\$ 70.77	\$ 734.20
57x38	<u>ALUMINIZED</u>	12	\$ 53.64	\$ 80.46	\$ 915.50

**METALLIC COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Coating Type	Pipe Gauge	Cost per Foot	Connecting Bands	Flared End Sections
60x46	<u>ALUMINIZED</u>	12	\$ 72.42	\$ 144.84	\$ 1,306.35
66x51	<u>ALUMINIZED</u>	12	\$ 79.38	\$ 158.76	\$ 1,725.40
73x55	<u>ALUMINIZED</u>	12	\$ 86.68	\$ 173.36	\$ 2,315.25
81x59	<u>ALUMINIZED</u>	12	\$ 94.60	\$ 189.20	\$ 2,438.50
95x67	<u>ALUMINIZED</u>	12	\$ 111.14	\$ 222.28	\$ 2,729.00
112x75	<u>ALUMINIZED</u>	12	\$ 127.69	\$ 255.38	\$ 3,535.35
128x83	<u>ALUMINIZED</u>	10	\$ 181.98	\$ 363.96	\$ N/A
142x91	<u>ALUMINIZED</u>	10	\$ 206.36	\$ 412.72	\$ N/A

Polymer coated corrugated steel pipe shall be coated on both sides with a protective polymer coating conforming to ASTM A 742 and AASHTO M 245. The polymer coating shall be a minimum 10 mils thick. The polymer shall be composed of polyethylene and acrylic acid copolymer - TRENCHCOAT protective film.

**POLYMER COATED RIVETED PIPE**  
**2 2/3" x 1/2" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	GALVANIZED	
			Connecting Bands (EA)	Flared End Sections (EA)
15"	14	\$ 14.27	\$ 14.27	\$ 53.55
18"	14	\$ 16.88	\$ 16.88	\$ 69.40
21"	14	\$ 20.10	\$ 20.10	\$ 83.50
24"	14	\$ 22.51	\$ 22.51	\$ 103.5
30"	14	\$ 27.64	\$ 41.46	\$ 174.70
36"	12	\$ 43.70	\$ 65.55	\$ 281.55
42"	12	\$ 51.21	\$ 76.82	\$ 666.00
48"	12	\$ 58.33	\$ 87.50	\$ 760.70

**POLYMER COATED RIVETED PIPE**  
**3" x 1" Corrugation**

Diameter	Pipe Gauge	Cost per Foot	GALVANIZED	
			Connecting Bands (EA)	Flared End Sections (EA)
54"	12	\$ 78.50	\$ 157.00	\$ 935.55
60"	12	\$ 85.95	\$ 171.90	\$ 1,403.40
66"	12	\$ 93.79	\$ 187.58	\$ 1,508.65
72"	12	\$ 102.12	\$ 204.24	\$ 1,672.40
84"	12	\$ 118.87	\$ 237.74	\$ 1,976.45
96"	12	\$ 135.63	\$ 271.26	\$ 2,622.00
108"	10	\$ 194.24	\$ 388.48	\$ N/A
120"	10	\$ 215.60	\$ 431.20	\$ N/A

**POLYMER COATED RIVETED PIPE ARCH**  
**2 2/3" x 1/2" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	<b>GALVANIZED</b>	
			Connecting Bands (EA)	Flared End Sections (EA)
17x13	14	\$ 15.18	\$ 15.18	\$ 50.85
21x15	14	\$ 17.79	\$ 17.79	\$ 59.60
24x18	14	\$ 21.11	\$ 21.11	\$ 72.55
28x20	14	\$ 23.72	\$ 23.72	\$ 85.45
35x24	12	\$ 37.91	\$ 56.87	\$ 159.45
42x29	12	\$ 45.03	\$ 67.55	\$ 236.75
49x33	12	\$ 52.73	\$ 79.10	\$ 425.60
57x38	12	\$ 59.95	\$ 89.93	\$ 608.15

**POLYMER COATED RIVETED PIPE ARCH**  
**3" x 1" Corrugation**

Size (Inches)	Pipe Gauge	Cost per Foot	Connecting Bands	<b>GALVANIZED</b>	
				Flared End Sections	
60x46	12	\$ 80.65	\$ 161.30	\$ 867.75	
66x51	12	\$ 88.40	\$ 176.80	\$ 1,146.10	
73x55	12	\$ 96.53	\$ 193.06	\$ 1,537.90	
81x59	12	\$ 105.35	\$ 210.70	\$ 1,619.75	
95x67	12	\$ 123.77	\$ 247.54	\$ 1,812.75	
112x75	12	\$ 142.20	\$ 284.40	\$ 2,348.35	
128x83	10	\$ 202.66	\$ 405.32	\$ N/A	
142x91	10	\$ 229.81	\$ 459.62	\$ N/A	

The Contract term will be for two years with the renewal option for one additional two-year term.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 2 day of JANUARY 2018:

METAL CULVERS, INC.  
Company Name

Greg Brauner  
Signature  
GRBG BRAUNER

Print

Company Address: P.O. BOX 330

JEFFERSON CITY, MO 65102

Phone: (573) 636-7312

County of Jefferson, State of Missouri

Kenneth B. Waller  
Kenneth B. Waller County Executive

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.

2/19/18  
County Auditor

APPROVED AS TO FORM

Tony Dent  
County Counselor

## COOPERATIVE BID FORM

Bid Name: ROADWAY DRAINAGE PIPE 2018

**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 XX 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:** \$ 3,000.00

**BY:** GREG BRAUNER

**TITLE:** SALES REPRESENTATIVE

**COMPANY:** METAL CULVERTS, INC.

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

Phone (573) 636-7312 E-mail sales@metalculverts.com

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