Title of Bid: Asphalitic Concrete  
Bid #: 20-011

Dept.: Highway  
Contact Person: John Lyons  
Ext.: 6999

Description (product/service, justification and use):
Asphalt material for in-house overlay projects and pothole patching.

Funding for this material was approved within the 2020 Annual Budget on 12/18/2019. The Department budgeted $255,000.00 from the Asphalt line item (see page 173) and $1,145,000 from Rural Roads & Bridges line item (page 181) for this work. The estimated expenditure is $1,400,000 for 2020.

Award to: All Bidders - See Attached  
Location: See Next Page

Price: $1,400,000.00  
Contract term (if applicable):

Bid opening held on: 1/22/2020  
Opened by: Finance

Account number to be charged for purchase: 201-9020-46611 & 205-9400-47601

If bid was not awarded to lowest bidder, please explain:

We recommend awarding to all bidders. Fred Weber is low bidder and will be given priority when possible. We have seen fluctuations in unit price due to the Asphalt Price Index. On occasion, the low bidder at the start of the season is no longer offering the lowest price by the end of the season. Awarding to all bidders gives us the opportunity to pursue the lowest unit price throughout the season.

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simpson Materials Co.</td>
<td>1053 Headquarters Park Dr., Fenton, MO 63026</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Fred Weber, Inc.</td>
<td>2320 Creve Coeur Mill Rd., Maryland Hts., MO</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>N.B. West Contracting Company</td>
<td>2780 Mary Ave., Brentwood, MO 63144</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

For each vendor that doesn't meet specifications, please explain why:

Vendor: 
Vendor: 

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Department Director/Elected Official Signature: 
Date: 1/18/2026

Approval or Concurrence of Director of Finance: 
Date: 2/5/20

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature: 
Date: 

2
## Asphalitic Concrete

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Bidder wishes to be bound by the API as described in the bid Specifications</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Location of Suppliers Plant:</td>
<td>13570 St. Charles Rock Rd, Bridgeton, Mo 63044</td>
<td>1620 Terra Ln. W. (OF), North-2305 Creve Coeur Mill Rd. (N), Fort Bell-14-203 Lewis &amp; Clark (FB), Moscow Mills-2181 West Outer (MM), St Charles-2000 South River Rd</td>
<td>1591 Thornton Rd., Pacific Mo 63069</td>
</tr>
<tr>
<td>Feature Description</td>
<td>Price per ton (FOB Plant)</td>
<td>Price per ton (FOB Plant)</td>
<td>Price per ton (FOB Plant)</td>
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<tr>
<td>Type BP-1 Mix</td>
<td>$48.50</td>
<td>$47.50</td>
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<td>Type BP-2 Mix</td>
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<tr>
<td>Bituminous Base Mix</td>
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<td>$48.00</td>
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<tr>
<td>The maximum waiting time at the plant during peak hours (estimates)</td>
<td>15 Minutes</td>
<td>30 Minutes</td>
<td>15 Minutes</td>
</tr>
<tr>
<td>PG-64-22</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Polymer Modified PG070-22</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>PG 76-022</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Location of Plants that are set up to prepare PG Grades listed</td>
<td>13570 St. Charles Rock Rd, Bridgeton, Mo 63044</td>
<td>O'Fallon-1620 Terra Ln West (OF)</td>
<td>1591 Thornton Rd., Pacific Mo 63069</td>
</tr>
<tr>
<td></td>
<td></td>
<td>St. Charles-2000 S. River Rd</td>
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<td></td>
<td></td>
<td>North-2305 Creve Coeur Mill Rd (N)</td>
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<td></td>
<td></td>
<td>Fort Bell-14-203 Lewis &amp; Clark (FB)</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Moscow Mills-2181 W. Outer 61 (MM)</td>
<td></td>
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<tr>
<td>Cold Mix (per ton)</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>UPM High Performance Cold Mix or equivalent (per ton)</td>
<td>No Bid</td>
<td>$109.50 (N)</td>
<td>$105.00 Pacific</td>
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<tr>
<td>400 Ton or More - Bulk UPM (per ton)</td>
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<td></td>
<td></td>
<td>$105.00 Pacific only</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Can deliver as well, please call for haul quote</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Will deliver 24 ton plus loads. *Also, pallets of 56, 5016 bags are available at our Brentwood Office for $700.00</td>
</tr>
<tr>
<td>Delivery charges per ton</td>
<td>Bit Base</td>
<td>BP-1 or 2</td>
<td>Bit Base</td>
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<tr>
<td>Zone 1</td>
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<tr>
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</tr>
<tr>
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<td>$10.50</td>
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<tr>
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<tr>
<td>Zone 9 a</td>
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<tr>
<td>Totals</td>
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<td>$171.60</td>
<td>$164.75</td>
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</table>

Exceptions: Haul rates quoted for listed zones (5, 6, 7, 8, 9 only) is based on the highlighted portion (yellow) of the zones only from our plant in Pacific. Haul rates are not valid North of the route FF/44 intersection near Difiance, North of route F as it moves West, and North of Femme Osage Creek as it moves West until it hits Hwy T.
St. Charles County is seeking bids for Asphaltic Concrete. The County reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.
THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: Fred Weber, Inc.

Business Address: 2320 Creve Coeur Mill Rd

Maryland Heights, MO 63043

Business Hours: Main office 8:00 am - 4:30 pm Monday thru Friday

Phone: 314-344-0070 Fax: 314-344-0970

Email address: slbartlett@fredweberinc.com

Contact Person: Stephanie Bartlett

Authorized Signature: (Indicates acceptance of all bid terms and conditions)

Konn Wilson - President Business Development

Date: 01/22/2020

20-011 Asphalatic Concrete
Page 12 of 15
Highway

Proposal Response from (please complete)

Fred Weber, Inc.

Name of Company or individual
BID INSTRUCTIONS

One[1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “20-011 Asphalitic Concrete” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 1/22/2020 at 10:00 AM, in Room 534 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by going to our St Charles County Government website at http://www.sccmo.org/Bids.aspx click on “show Closed/Awarded/Cancelled bids”, select bid and click on “related documents”. No phone calls please. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail to:

Pam Luesse
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
pluesse@sccmo.org

For questions or inquiries concerning the specifications please contact:

John Lyons, Highway Superintendent
St. Charles County Government
301 North Third St
St. Charles, Missouri 63301
Fax: (636)949-7307
jlyons@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than 3:00 PM on 1/16/2020. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.
Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.
TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.

- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.

- All delivery costs or charges must be included in the F.O.B. destination bid price.

- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.

- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.

- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

- Vendors are required to clearly identify any deviations from the specifications in this document.

- An authorized officer of the company submitting the bid must sign all bids, in blue ink.

- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.

- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.

- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.

- The successful bidder is specifically denied the right of using, in any form or medium, the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.

County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.

When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)
As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]
An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]
Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:
- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; OR
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.
These documents will be kept on file. The notarized affidavit will remain current for one year from the date of the notarized affidavit.

** PLEASE NOTE:
Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:
**Open Records**
Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

**Veteran Friendly Employment Policy**

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

X _____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.
BID SPECIFICATIONS

Condition:

- All materials shall conform to the St. Charles County Standard Specifications for Arterial Highway Construction 2006, or latest revision thereof.

- Aggregates shall be crushed limestone and sand. Liquid asphalt shall be paving grades 60-100 as determined in Section 1002 of the Standard Specifications.

- The County shall back charge the Contractor for excessive waiting time at the plant as determined by the St. Charles County Engineer.

- Charges for excessive waiting at the plant shall be in accordance with actual costs of the County trucks and drivers.

- Include laboratory mix design for each type asphalt bid.

Safety and Health Regulations: All Contractors shall provide necessary safety standards at their facilities in accordance with Federal Register Volume 36, Number 75, U.S. Department of Labor. Each Contractor shall supply a copy of the M.S.D.S. sheets for each item bid.

Estimate of Quantity: It is estimated that the County will use approximately 50,000 tons of Type Bit Base, Type BP-1, or Type BP-2 mix. The Contractors’ attention is called to the fact that the quantity of material to be furnished under these specifications is approximate and the right is reserved to increase or diminish quantity as may be necessary.

Asphalt Cement Price Index Specification

1.0 Asphalt Cement Price Index Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT’s monthly bid opening. For clarity, we will use the January 2020 price for the St Charles County opening in February 2020 as the price at the time of bid. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

1.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

Proposal Response from (please complete)

Fred Weber, Inc.

Name of Company or individual
2.0 **Basis of Payment** To determine the adjustment for any material specified in this provision the following formula will be used.

\[ A = (B \times C) \times (D-E) \times T \]

Where:
- \( A \) = Adjustment for mix placed during monthly average index period
- \( B \) = Tons of Mix Placed during the monthly average index period
- \( C \) = % of virgin asphalt binder as listed in the job mix formula in use
- \( D \) = monthly average price at time mix placement
- \( E \) = monthly average price at time of bid (January 2020)
- \( T \) = 1.04225 to account for Missouri State use tax

3.0 The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the Contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the “D” value used for the price adjustment will either be the last “D” value prior to the date that liquidated damage assessment began or the current monthly “D” value, whichever is lower. If the Contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months “D” value results in a deduction, then the current monthly “D” value will be used.

4.0 **Optional** This provision is optional. If the Contractor wishes to be bound by this provision, the Contractor shall acknowledge the acceptance on the Bid form. Failure by the Contractor to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

**Delivery:** The Contractor shall be capable of delivering approximately 1,200 tons per day to any area of St. Charles County. Asphaltic concrete materials shall be delivered at the time specified in the order. Telephone or verbal orders from the Highway Engineer, his duly authorized representative or from his office shall be as binding as written orders. Should the Contractor in any event fail to deliver material at the time specified in the order, the Highway Engineer or his representative shall be entitled to deduct from the payment due the supplier an amount equal to the combined wages of the County employees, or agents, for the period of time lost while awaiting the arrival of such material. The provisions of this paragraph shall be so construed as to require, among other things, concurrent delivery of materials throughout the day, when so requested.

All bids shall be in effect until new bids are let in 2021.
Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder’s offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: 01/22/2020
Signature: [Signature]
Title: Konn Wilson - President Business Development
Company: Fred Weber, Inc.

Proposal Response from (please complete)
Fred Weber, Inc.
Name of Company or individual
BID FORM
20-011
Asphalitic Concrete

Fred Weber, Inc

(Bidder name)

Submits the following bid for this project:
Bidder wishes to be bound by the Asphalt Cement Price Index as described in the bid specifications:

[✓]

Bidder does not wish to be bound by the Asphalt Cement Price Index as described in the bid specifications:


Location of Supplier’s Plant:
O’Fallon- 1620 Terra Lane West (OF), North-2305 Creve Coeur Mill Rd (N), Fort Bell-14203 Lewis & Clark (FB), Moscow Mills-2181 West Outer 61 (MM), St. Charles-2000 South River Rd

The maximum waiting time at the plant during peak hours (estimates)

30 minutes

Description
Bid Price (FOB Plant, per ton)

Type BP-1 Mix (County Spec Section 401.3) $47.50
Type BP-2 Mix (County Spec Section 401.3) $47.50
Type Bit Base Mix (County Spec Section 405.3) $47.50
200 ton minimum to open plant, fees may apply.

SHRP Binder Performance Grades:

Min. Tons Allowed

PG 64-22

Polymer Modified:

PG 70-22

PG 76-22

No Bid

Proposal Response from (please complete)

Fred Weber, Inc.

Name of Company or individual
Location of Plants that are set up to prepare PG Grades listed

- O'Fallon-1620 Terra Lane West (OF)
- St. Charles-2000 South River Rd (SC)
- North-2305 Creve Coeur Mill Rd (N)
- Fort Belle-14203 Lewis & Clark (FB)
- Moscow Mills-2181 West Outer 61 (MM)

Cold Mix (per ton)

UPM High Performance Cold Mix or equivalent (per ton)

400 Ton or More - Bulk UPM (per ton)

<table>
<thead>
<tr>
<th>Zone</th>
<th>Bit Base ($ per ton)</th>
<th>BP-1 or BP-2 ($ per ton)</th>
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<tr>
<td>5A</td>
<td>8.50</td>
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<td>6</td>
<td>9.50</td>
<td>9.50</td>
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<tr>
<td>6A</td>
<td>10.00</td>
<td>10.00</td>
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<tr>
<td>7</td>
<td>9.00</td>
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<tr>
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<td>10.50</td>
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<tr>
<td>9</td>
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<td>10.50</td>
</tr>
<tr>
<td>9A</td>
<td>10.50</td>
<td>10.50</td>
</tr>
</tbody>
</table>

All bids will be in effect until new bids are let in 2021.

Hauls are subject to an 18 minimum haul per load and Waiting Time after 15 minutes on job.

Authorized signature  Konn Wilson- President Business Dev.  01/22/2020  Date
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor 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 L. Shields (Name of Business Entity Authorized Representative) as Sr. VP Human Resources (Position/Title) first being duly sworn on my oath, affirm

                Fred Weber, 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 contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Fred Weber, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), 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

Julie L. Shields

Printed Name

Sr. VP Human Resources

Title

jlshields@fredweberinc.com

E-Mail Address

Subscribed and sworn to before me this 22 (DAY) of January, 2020 (MONTH, YEAR). I am

commissioned as a notary public within the County of St. Louis (NAME OF COUNTY), State of MO (NAME OF STATE), and my commission expires on 4/16/2022 (DATE).

Signature of Notary S Bartlett

Date 01/22/2020
EXHIBIT A

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
Konn Wilson- President Business Development

COMPANY NAME
Fred Weber, Inc.

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME
Company ID Number: 159848

Approved by:

<table>
<thead>
<tr>
<th>Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fred Weber, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sharon A Hettel</td>
<td></td>
</tr>
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</table>

<table>
<thead>
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<th>Signature</th>
<th>Date</th>
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<td>Electronically Signed</td>
<td>10/22/2008</td>
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</table>

<table>
<thead>
<tr>
<th>Department of Homeland Security – Verification Division</th>
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<tbody>
<tr>
<td>Name (Please Type or Print)</td>
</tr>
<tr>
<td>------------------------------</td>
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<tr>
<td>USCIS Verification Division</td>
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<table>
<thead>
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<th>Signature</th>
<th>Date</th>
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</thead>
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<tr>
<td>Electronically Signed</td>
<td>10/22/2008</td>
</tr>
<tr>
<td>Information Required for the E-Verify Program</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Information relating to your Company:</td>
<td></td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Fred Weber, Inc.</td>
<td></td>
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<tr>
<td>Company Facility Address</td>
<td></td>
</tr>
<tr>
<td>2320 Creve Coeur Mill Road</td>
<td></td>
</tr>
<tr>
<td>Maryland Heights, MO 63043-8501</td>
<td></td>
</tr>
<tr>
<td>Company Alternate Address</td>
<td></td>
</tr>
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<td></td>
<td></td>
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<tr>
<td>County or Parish</td>
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<tr>
<td>SAINT LOUIS</td>
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<tr>
<td>Employer Identification Number</td>
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<td>430626545</td>
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<tr>
<td>North American Industry Classification Systems Code</td>
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<tr>
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<tr>
<td>Number of Employees</td>
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</tr>
<tr>
<td>500 to 999</td>
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</tr>
<tr>
<td>Number of Sites Verified for</td>
<td></td>
</tr>
<tr>
<td>15</td>
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</tr>
</tbody>
</table>
Company ID Number: 159848

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

<table>
<thead>
<tr>
<th>State</th>
<th>Number of Sites</th>
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</thead>
<tbody>
<tr>
<td>ILLINOIS</td>
<td>3 site(s)</td>
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<tr>
<td>INDIANA</td>
<td>1 site(s)</td>
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<tr>
<td>MISSOURI</td>
<td>7 site(s)</td>
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<tr>
<td>SOUTH CAROLINA</td>
<td>1 site(s)</td>
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<tr>
<td>TEXAS</td>
<td>2 site(s)</td>
</tr>
<tr>
<td>WISCONSIN</td>
<td>1 site(s)</td>
</tr>
</tbody>
</table>
Company ID Number: 159848

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

Name: Julie L. Shields  
Phone Number: (314) 473 - 3741  
Fax Number: (314) 344 - 1070  
Email Address: jshields@fredweberinc.com

Name: Lara E. Ablar  
Phone Number: (314) 473 - 3420  
Fax Number: (314) 344 - 0970  
Email Address: labler@fredweberinc.com
St. Charles County is seeking bids for **Asphaltic Concrete**. The County reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.
Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name:  
N.P. West Contracting Company

Business Address:  
278 Mary Ave.  
Brentwood, MO 63144

Business Hours:  
6:30am - 4:30pm

Phone:  
314-362-3145  
Fax: 314-362-8620

Email address:  
west@nwestcontracting.com

Contact Person:  
Chris West

Authorized Signature:  
(Indicates acceptance of all bid terms and conditions)

Date:  
1/20/20
BID INSTRUCTIONS

One[1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “20-011 Asphaltic Concrete” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 1/22/2020 at 10:00 AM, in Room 534 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by going to our St Charles County Government website at http://www.sccmo.org/Bids.aspx click on “show Closed/Awarded/Cancelled bids”, select bid and click on “related documents”. No phone calls please. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUERIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail to:

Pam Luesse
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
pluesse@sccmo.org

For questions or inquiries concerning the specifications please contact:

John Lyons, Highway Superintendent
St. Charles County Government
301 North Third St
St. Charles, Missouri 63301
Fax: (636)949-7307
jlyons@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than 3:00 PM on 1/16/2020. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.

Proposal Response from (please complete)

Name of Company or Individual
Prohibited Communication
Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.
Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.
TERMS AND CONDITIONS

➢ St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.

➢ All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.

➢ All delivery costs or charges must be included in the F.O.B. destination bid price.

➢ City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.

➢ The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.

➢ The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

➢ Vendors are required to clearly identify any deviations from the specifications in this document.

➢ An authorized officer of the company submitting the bid must sign all bids, in blue ink.

➢ Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.

➢ All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.

➢ St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

➢ Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.

➢ The successful bidder is specifically denied the right of using, in any form or medium, the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

➢ All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.

County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.

When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; OR
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for one year from the date of the notarized affidavit.

**PLEASE NOTE:**
Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division. The online address to enroll in the E-verify program is:

**Open Records**
Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

**Veteran Friendly Employment Policy**

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

[ ] "YES" our company has a veteran friendly employment policy.

[ ] "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.
BID SPECIFICATIONS

Condition:

- All materials shall conform to the St. Charles County Standard Specifications for Arterial Highway Construction 2006, or latest revision thereof.

- Aggregates shall be crushed limestone and sand. Liquid asphalt shall be paving grades 60-100 as determined in Section 1002 of the Standard Specifications.

- The County shall back charge the Contractor for excessive waiting time at the plant as determined by the St. Charles County Engineer.

- Charges for excessive waiting at the plant shall be in accordance with actual costs of the County trucks and drivers.

- Include laboratory mix design for each type asphalt bid.

Safety and Health Regulations: All Contractors shall provide necessary safety standards at their facilities in accordance with Federal Register Volume 36, Number 75, U.S. Department of Labor. Each Contractor shall supply a copy of the M.S.D.S. sheets for each item bid.

Estimate of Quantity: It is estimated that the County will use approximately 50,000 tons of Type Bit Base, Type BP-1, or Type BP-2 mix. The Contractors' attention is called to the fact that the quantity of material to be furnished under these specifications is approximate and the right is reserved to increase or diminish quantity as may be necessary.

Asphalt Cement Price Index Specification

1.0 Asphalt Cement Price Index Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. For clarity, we will use the January 2020 price for the St Charles County opening in February 2020 as the price at the time of bid. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

1.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.
2.0 Basis of Payment To determine the adjustment for any material specified in this provision the following formula will be used.

\[ A = (B \times C) \times (D-E) \times T \]

Where:
- \( A \) = Adjustment for mix placed during monthly average index period
- \( B \) = Tons of Mix Placed during the monthly average index period
- \( C \) = % of virgin asphalt binder as listed in the job mix formula in use
- \( D \) = monthly average price at time mix placement
- \( E \) = monthly average price at time of bid (January 2020)
- \( T \) = 1.04225 to account for Missouri State use tax

3.0 The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the Contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the “D” value used for the price adjustment will either be the last “D” value prior to the date that liquidated damage assessment began or the current monthly “D” value, whichever is lower. If the Contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months “D” value results in a deduction, then the current monthly “D” value will be used.

4.0 Optional This provision is optional. If the Contractor wishes to be bound by this provision, the Contractor shall acknowledge the acceptance on the Bid form. Failure by the Contractor to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

Delivery: The Contractor shall be capable of delivering approximately 1,200 tons per day to any area of St. Charles County. Asphaltic concrete materials shall be delivered at the time specified in the order. Telephone or verbal orders from the Highway Engineer, his duly authorized representative or from his office shall be as binding as written orders. Should the Contractor in any event fail to deliver material at the time specified in the order, the Highway Engineer or his representative shall be entitled to deduct from the payment due the supplier an amount equal to the combined wages of the County employees, or agents, for the period of time lost while awaiting the arrival of such material. The provisions of this paragraph shall be so construed as to require, among other things, concurrent delivery of materials throughout the day, when so requested.

All bids shall be in effect until new bids are let in 2021.
**Exception Sheet**

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

- Hayd Areas quoted for listed zones (5-6, 7, 8, 9 only) is based on highlighted portion (yellow) of the zones only from our point in Pacific. Hayd Areas are not valid North of the Route F/194 intersection near Defence, North of Route F as it moves West, and North of Femme Osage Creek as it moves West until it hits Highway T.

---

**Date:** 1/20/20  
**Signature:** [Signature]  
**Title:** Vice President  
**Company:** A.M. West Contracting Company
BID FORM 20-011
Asphaltic Concrete

(Bidder name)

Submits the following bid for this project:
Bidder wishes to be bound by the Asphalt Cement Price Index as described in the bid specifications:

[ ]

Bidder does not wish to be bound by the Asphalt Cement Price Index as described in the bid specifications:

☐

Location of Supplier's Plant:

1591 Thornton Road, Pacific MO 63069

The maximum waiting time at the plant during peak hours (estimates)

15 minutes

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price (FOB Plant, per ton)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type BP-1 Mix (County Spec Section 401.3)</td>
<td>$48.00</td>
</tr>
<tr>
<td>Type BP-2 Mix (County Spec Section 401.3)</td>
<td>$48.00</td>
</tr>
<tr>
<td>Type Bit Base Mix (County Spec Section 405.3)</td>
<td>$48.00</td>
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SHRP Binder Performance Grades:

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<th>Min. Tons Allowed</th>
<th>PG 64-22</th>
<th>PG 70-22</th>
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<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposal Response from (please complete)

Name of Company or Individual
Location of Plants that are set up to prepare
PG Grades listed

1500 Thornton Road
Pacific, WA 98061

Cold Mix (per ton)
UPM High Performance Cold Mix or equivalent (per ton)

400 Ton or More - Bulk UPM (per ton)

<table>
<thead>
<tr>
<th>Zone</th>
<th>Bit Base ($ per ton)</th>
<th>BP-1 or BP-2 ($ per ton)</th>
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<tr>
<td></td>
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<td>See attached map</td>
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<td>9A</td>
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</table>

All bids will be in effect until new bids are let in 2021.

Authorized signature: [Signature]

Date: 1/20/20
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now __________________________ (Name of Business Entity Authorized Representative) as __________________________ (Position/Title) first being duly sworn on my oath, affirm ________________________________ (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 contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ________________________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), 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.)

[Signature]

Authorized Representative’s Signature

[Name]

Printed Name

[Date]

Title

[Email]

E-Mail Address

Subscribed and sworn to before me this _______ day of __________, 20___. I am commissioned as a notary public within the County of _________________, State of Missouri, and my commission expires on _______, 20___.

[Signature of Notary]

Signature of Notary

[Notary Stamp]

[Name of Notary]

[License Number]

[Title]

[Issue Date]

[Expiration Date]

20-011 Asphallic Concrete

Page 13 of 15

Highway

Proposal Response from (please complete)

[Name of Company or Individual]
EXHIBIT A

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME:

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
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</table>

SECTION C
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME:

Proposal Response from (please complete)

Name of Company or individual

20-011 Asphaltic Concrete
Page 14 of 15
Highway
MISSOURI DEPARTMENT OF TRANSPORTATION - CONSTRUCTION & MATERIALS DIVISION
Plant Mix Bituminous Pavement (BP-2)

CONTRACTOR = N.B. WEST CONTRACTING

<table>
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<th>MATERIAL IDENT #</th>
<th>IDENTIFIERS</th>
<th>PRODUCER-LOCATION</th>
<th>PI</th>
<th>BULK SP. GR</th>
<th>APP. SP. GR</th>
<th>% ABS</th>
<th>FORMATION / LEDGES</th>
<th>% CHERT</th>
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| 18SLMRH115       | 1015APQG, 5529 | Phillips 55 (Conoco) (Arco Oil), St. Louis, MO | 1.026 | PG58-28 | Mold Temp: 271-281°F |

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<p>| MASTER GAUGE BACK OIL = | A1 = |
| SAMPLE WEIGHT = | A2 = |</p>
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**LABORATORY**
- Mixture Composition
- V.M.A. = 13.1
- % Filled = 73

**MATERIAL IDENT #**
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- 16SLMRH005
- 16SLMRH006
- 16SLMRH007
- 16SLMRH009
- 16SLMRH010
- 16SLMRH052
- 16SLMRH057

**CONTRACTOR**
- N.B. WEST CONTRACTING

**CONTRACTOR GRADE**
- PG64-22
- PG58-28

**MOLD TEMP**
- 271-281°F

**% CHERT**
- 1.0

**% VOID (%)**
- 3.5

**Stability**
- 1884

**Mix Design Input**
- Mineral Aggregate 91.0%
- Virgin Asphalt Content 3.8%
- Total Asphalt Content 3.0%

---

**MISSOURI DEPARTMENT OF TRANSPORTATION - CONSTRUCTION & MATERIALS DIVISION**

**Plant Mix Bituminous Base**

**DATE**
- 12/31/18

**CONTRACTOR**
- N.B. WEST CONTRACTING

**PRODUCER LOCATION**
- Busson #3, Antire Quarry, Eureka, MO
- Busson #3, Antire Quarry, Eureka, MO
- Busson #3, Antire Quarry, Eureka, MO
- Busson #3, Antire Quarry, Eureka, MO
- Busson #3, Antire Quarry, Eureka, MO
- Capital Sand #12, (Farmers), Washington, MO
- N.B. West Asphalt, St. Louis, MO

**MATERIAL CHARACTERISTICS**
- % Filled = 73

**MASTERCALIBRATION NUMBER**
- XXXXXX

**MASTER GAUGE SCHR NO.**
- A1 =
- A2 =

---

**DIGITALLY SIGNED BY DAN OESCH**

**DATE: 2018.12.31**

**11:14:26-06'00'**
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**18MNP18019 4071WARM**
Ingeville, North Charleston, SC
**18SLMRH104 1015ACPG.5828** Buckeye Terminals, LLC (Conoco), St. Louis, MO

**IN-LINE GRADE = PG58-28**

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**LABORATORY CHARACTERISTICS**

| Gmm | 2.451 |
| Gmb | 2.355 |
| Ggb | 2.590 |

**CALIBRATION NUMBER** = XXXXXX

**MASTER GAUGE SER. NO.** = A1

**MASTER GAUGE BACK CNT.** = A2

**SAMPLE WEIGHT** = 11.11:01 - 05'00'
THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

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

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.

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

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

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

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

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

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative
nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
   • If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
   • If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer’s participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

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

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

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking
adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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

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

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the
contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

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

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

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible...
Company ID Number: 177384

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee’s documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take
mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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

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

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

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

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.
Company ID Number: 177384

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

<table>
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<tr>
<th>Employer</th>
<th>N.B. West Contracting Co.</th>
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<tbody>
<tr>
<td>Name</td>
<td>Jim Latta</td>
</tr>
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<td>Title</td>
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<td>Sign</td>
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<tr>
<td>Date</td>
<td>01/08/2009</td>
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<tr>
<td>Department of Homeland Security – Verification Division</td>
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Company ID Number: 177384

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: N.B. West Contracting Co.

Company Facility Address: 2750 Mary Ave
Saint Louis, MO 63144

Company Alternate Address:

County or Parish: SAINT LOUIS

Employer Identification Number: 430784720

North American Industry Classification System Code: 238

Parent Company: N.B. West Contracting Co

Number of Employees: 20 to 99

Number of Sites Verified for: 2

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

- MISSOURI 2 site(s)
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name</th>
<th>Jim R. Letta, Jr.</th>
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</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>(314) 962-3316 ext. 125</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:jlatia@rbwest.com">jlatia@rbwest.com</a></td>
</tr>
<tr>
<td>Fax Number</td>
<td>(314) 962-6650</td>
</tr>
</tbody>
</table>
LEGAL NOTICE

INVITATION FOR FORMAL BID
IFB 20-011

For
Asphaltic Concrete

For
ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking bids for Asphaltic Concrete. The County reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.
Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: Simpson Materials Co. DBA Missouri Product Products

Business Address: 1053 Headquarters Park Dr.
Fenton, MO 63026

Business Hours: 7:00 a.m. - 5:00 p.m. Monday - Friday

Phone: 636-343-444 Fax: 636-343-4192

Email address: mesler@simpons material.com

Contact Person: Joan Mesler

Authorized Signature: 

(Indicates acceptance of all bid terms and conditions)

Date: 1-30-20
BID INSTRUCTIONS

One[1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “20-011 Asphaltic Concrete” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 1/22/2020 at 10:00 AM, in Room 534 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by going to our St Charles County Government website at http://www.sccmo.org/Bids.aspx click on “show Closed/Awarded/Canceled bids”, select bid and click on “related documents”. No phone calls please. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail to:

Pam Luesse
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
pluesse@sccmo.org

For questions or inquiries concerning the specifications please contact:

John Lyons, Highway Superintendent
St. Charles County Government
301 North Third St
St. Charles, Missouri 63301
Fax: (636)949-7307
jlyons@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than 3:00 PM on 1/16/2020. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.

20-011 Asphaltic Concrete
Page 2 of 15
Highway
Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.
TERMS AND CONDITIONS

➢ St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.

➢ All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.

➢ All delivery costs or charges must be included in the F.O.B. destination bid price.

➢ City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.

➢ The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.

➢ The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

➢ Vendors are required to clearly identify any deviations from the specifications in this document.

➢ An authorized officer of the company submitting the bid must sign all bids, in blue ink.

➢ Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.

➢ All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.

➢ St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

➢ Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.

➢ The successful bidder is specifically denied the right of using, in any form or medium, the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

➢ All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.

County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.

When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

** Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; OR
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for one year from the date of the notarized affidavit.

** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

Open Records
Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

☐ "YES" our company has a veteran friendly employment policy.
☐ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.
BID SPECIFICATIONS

Condition:

- All materials shall conform to the St. Charles County Standard Specifications for Arterial Highway Construction 2006, or latest revision thereof.

- Aggregates shall be crushed limestone and sand. Liquid asphalt shall be paving grades 60-100 as determined in Section 1002 of the Standard Specifications.

- The County shall back charge the Contractor for excessive waiting time at the plant as determined by the St. Charles County Engineer.

- Charges for excessive waiting at the plant shall be in accordance with actual costs of the County trucks and drivers.

- Include laboratory mix design for each type asphalt bid.

Safety and Health Regulations: All Contractors shall provide necessary safety standards at their facilities in accordance with Federal Register Volume 36, Number 75, U.S. Department of Labor. Each Contractor shall supply a copy of the M.S.D.S. sheets for each item bid.

Estimate of Quantity: It is estimated that the County will use approximately 50,000 tons of Type Bit Base, Type BP-1, or Type BP-2 mix. The Contractors’ attention is called to the fact that the quantity of material to be furnished under these specifications is approximate and the right is reserved to increase or diminish quantity as may be necessary.

Asphalt Cement Price Index Specification

1.0 Asphalt Cement Price Index Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT’s monthly bid opening. For clarity, we will use the January 2020 price for the St Charles County opening in February 2020 as the price at the time of bid. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

1.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.
2.0 **Basis of Payment** To determine the adjustment for any material specified in this provision the following formula will be used.

\[ A = (B \times C) \times (D-E) \times T \]

Where:
- \( A \): Adjustment for mix placed during monthly average index period
- \( B \): Tons of Mix Placed during the monthly average index period
- \( C \): % of virgin asphalt binder as listed in the job mix formula in use
- \( D \): monthly average price at time mix placement
- \( E \): monthly average price at time of bid (January 2020)
- \( T \): 1.04225 to account for Missouri State use tax

3.0 The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the Contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the “D” value used for the price adjustment will either be the last “D” value prior to the date that liquidated damage assessment began or the current monthly “D” value, whichever is lower. If the Contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months “D” value results in a deduction, then the current monthly “D” value will be used.

4.0 **Optional** This provision is optional. If the Contractor wishes to be bound by this provision, the Contractor shall acknowledge the acceptance on the Bid form. Failure by the Contractor to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

**Delivery:** The Contractor shall be capable of delivering approximately 1,200 tons per day to any area of St. Charles County. Asphalitic concrete materials shall be delivered at the time specified in the order. Telephone or verbal orders from the Highway Engineer, his duly authorized representative or from his office shall be as binding as written orders. Should the Contractor in any event fail to deliver material at the time specified in the order, the Highway Engineer or his representative shall be entitled to deduct from the payment due the supplier an amount equal to the combined wages of the County employees, or agents, for the period of time lost while awaiting the arrival of such material. The provisions of this paragraph shall be so construed as to require, among other things, concurrent delivery of materials throughout the day, when so requested.

All bids shall be in effect until new bids are let in 2021.
Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: 1-21-20
Signature: 
Title: Asphalt Sales
Company: Simpson Materials Co., d/b/a Missouri Asphalt Products
**BID FORM**

**20-011**

**Asphaltic Concrete**

![Bidder Name]

Submits the following bid for this project:

Bidder wishes to be bound by the Asphalt Cement Price Index as described in the bid specifications:

☐

Bidder does not wish to be bound by the Asphalt Cement Price Index as described in the bid specifications:

☐

Location of Supplier's Plant:

13570 St. Charles Rock Rd  Bridgeton, MO. 63044

The maximum waiting time at the plant during peak hours (estimates)

15 Minutes

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<thead>
<tr>
<th>Description</th>
<th>Bid Price (FOB Plant, per ton)</th>
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<tbody>
<tr>
<td>Type BP-1 Mix (County Spec Section 401.3)</td>
<td>$48.50</td>
</tr>
<tr>
<td>Type BP-2 Mix (County Spec Section 401.3)</td>
<td>$48.50</td>
</tr>
<tr>
<td>Type Bit Base Mix (County Spec Section 405.3)</td>
<td>$48.50</td>
</tr>
</tbody>
</table>

**SHRP Blinder Performance Grades:**

<table>
<thead>
<tr>
<th>Min. Tons Allowed</th>
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<tbody>
<tr>
<td>PG 64-22</td>
</tr>
<tr>
<td>No Bid</td>
</tr>
<tr>
<td>PG 70-22</td>
</tr>
<tr>
<td>No Bid</td>
</tr>
<tr>
<td>PG 76-22</td>
</tr>
<tr>
<td>No Bid</td>
</tr>
</tbody>
</table>

---

Proposal Response from (please complete)
Location of Plants that are set up to prepare
PG Grades listed

Cold Mix (per ton)

UPM High Performance Cold Mix or equivalent (per ton)

400 Ton or More - Bulk UPM (per ton)

<table>
<thead>
<tr>
<th>Zone</th>
<th>Bit Base ($ per ton)</th>
<th>BP-1 or BP-2 ($ per ton)</th>
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</thead>
<tbody>
<tr>
<td>See attached map</td>
<td>Delivery charge only</td>
<td>Delivery charge only</td>
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<tr>
<td>1</td>
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<tr>
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<tr>
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<td>$6.70</td>
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<tr>
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<td>$10.20</td>
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<td>$8.20</td>
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<td>9</td>
<td>$11.20</td>
<td>$11.20</td>
</tr>
</tbody>
</table>

All bids will be in effect until new bids are let in 2021.

Authorized signature

Date 1-21-20
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now, [Name of Business Entity Authorized Representative] as [Position/Title], first being duly sworn on my oath, affirm that [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 contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that [Business Entity Name] does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), 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

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this 21st of Jan, 2020, I am commissioned as a notary public within the County of St. Louis, State of Missouri, and my commission expires on 1/21/20.

Signature of Notary

Date

[Notary Seal]
ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME
Waiting Time On Delivered Hot Mix
The county shall be allowed (1) minute per ton to unload hot mix from delivery trucks (e.g., if the truck has 15 tons of asphalt, 15 minutes shall be allowed for unloading (from the time the truck arrives on the job). After the period allowed for unloading trucks has expired, the supplier shall be reimbursed for waiting time at the rate of $1.20 per minute, per truck.

Note: 15 tons minimum per truck for delivered asphalt.

This location is seasonal and plant charges may be assessed for opening the plant for less than 250 tons.

Winter pricing (December thru March) will be in effect. Call for pricing & plant opening information during this time frame.
United States Department of Labor
Office of Federal Contract Compliance Programs
Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended

§ 4212. Veterans’ employment emphasis under Federal contracts

a. Any contract in the amount of $100,000 or more entered into by any department or agency of the United States for the procurement of personal property and nonpersonal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States take affirmative action to employ and advance in employment qualified covered veterans. This section applies to any subcontract in the amount of $100,000 or more entered into by a prime contractor in carrying out any such contract.

b. In addition to requiring affirmative action to employ such qualified covered veterans under such contracts and subcontracts in order to promote the implementation of such requirement, the Secretary of Labor shall prescribe regulations requiring that –

(A) Each such contractor for each such contract shall immediately list all of its employment openings with the appropriate employment service delivery system (as defined in section 4101(7) of this title), and may also list such openings with one-stop career centers under the Workforce Investment Act of 1998, other appropriate service delivery points, or America’s Job Bank (or any additional or subsequent national electronic job bank established by the Department of Labor), except that the contractor may exclude openings for executive and senior management positions and positions which are to be filled from within the contractor’s organization and positions lasting three days or less;

(B) Each such employment service delivery system shall give such qualified covered veterans priority in referral to such employment openings;

(c) Each such employment service delivery system shall provide a list of such employment openings to States, political subdivisions of States, or any private entities or organizations under contract to carry out employment, training, and placement services under chapter 41 of this title.

3. In this section:

(A) The term “covered veteran” means any of the following veterans:

(i) Disabled veterans.

(ii) Veterans who served on active duty in the Armed Forces during a war or in a campaign or expedition for which a campaign badge has been authorized.

(iii) Veterans who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order No. 12985 (61 Fed. Reg. 12985).

(iv) Recently separated veterans.

(B) The term “qualified”, with respect to an employment position, means having the ability to perform the essential functions of the position with or without reasonable accommodation for an individual with a disability.

b. If any veteran covered by the first sentence of subsection (a) believes any contractor of the United States has failed to comply or refuses to comply with the provisions of the contractor’s contract relating to the employment of veterans, the veteran may file a complaint with the Secretary of Labor, who shall promptly investigate such complaint and take appropriate action in accordance with the terms of the contract and applicable laws and regulations.

c. The Secretary of Labor shall include as part of the annual report required by section 4107(c) of this title the number of complaints filed pursuant to subsection (b) of this section, the actions taken thereon and the resolutions thereof. Such report shall also include the number of contractors listing employment openings, the nature, types, and number of positions listed, and the number of veterans receiving priority pursuant to subsection (a)(2)(B).

d. (1) Each contractor to whom subsection (a) applies shall, in accordance with regulations which the Secretary of Labor shall prescribe, report annually to the Secretary of Labor on –

(A) The number of employees in the workforce of such contractor, by job category and hiring location, and the number of such employees, by job category and hiring location, who are qualified covered veterans;

(B) The total number of new employees hired by the contractor during the period covered by the report and the number of such employees who are qualified covered veterans;

(C) The maximum number and the minimum number of employees of such contractor during the period covered by the report.

(2) The Secretary of Labor shall ensure that the administration of the reporting requirement under paragraph (1) is coordinated with respect to any requirement for the contractor to make any other report to the Secretary of Labor.

(3) The Secretary of Labor shall establish and maintain an Internet website on which the Secretary of Labor shall publicly disclose the information reported to the Secretary of Labor by contractors under paragraph (1).

The Federal Acquisition Regulatory Council adjusted the dollar threshold under VEVRAA to $150,000. This adjustment is reflected in the Federal Acquisition Regulation, at 48 CFR 1.109. For more information, please visit OFCCP Jurisdiction.

https://www.dol.gov/ofccp/regs/statutes/4212.htm
Company ID Number: 552791

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

**Employer: Simpson Materials Company**

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Simpson</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Date</th>
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<tbody>
<tr>
<td>05/03/2012</td>
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<table>
<thead>
<tr>
<th>Department of Homeland Security – Verification Division</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Electronically Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/03/2012</td>
<td></td>
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</tbody>
</table>

Information Required for the E-Verify Program

**Information relating to your Company:**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Simpson Materials Company</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Company Facility Address</th>
<th>1053 Headquarters Park Dr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fenton, MO 63026</td>
<td></td>
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<table>
<thead>
<tr>
<th>Company Alternate Address</th>
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</thead>
<tbody>
<tr>
<td>Fenton, MO 63026</td>
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<table>
<thead>
<tr>
<th>County or Parish</th>
<th>SAINT LOUIS</th>
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</thead>
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<table>
<thead>
<tr>
<th>Employer Identification Number</th>
<th>431781843</th>
</tr>
</thead>
</table>

www.dhs.gov/E-Verify
Company ID Number: 662791

North American Industry Classification Systems Code: 212

Administrator:

Number of Employees: 20 to 99

Number of Sites Verified for:

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

- MISSOURI
- ILLINOIS

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

Name: Tam M Simpson
Telephone Number: 636-342-4047
Fax Number: 636-342-4934
Email Address: tsimpson@simpsonmaterial.com
MATERIAL SAFETY DATA SHEET
1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identification
Product Name: Hot Mix Asphalt
Synonyms: Asphalt concrete

Company Identification
Simpson Construction Materials.
890 NW Outer Rd.
Valley Park, MO 63088
636-343-4944 (For product information)

COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENT LISTING:

<table>
<thead>
<tr>
<th>Component Description</th>
<th>min</th>
<th>max</th>
<th>CAS Number</th>
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<tbody>
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<td>Quartz (SiO2)</td>
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(See Section 8 for exposure guidelines)
(See Section 16 for regulatory information)

SCH HSDB Number: 001
February 2, 2009

COMPOSITION COMMENT:
Concentration values are typical and may vary.
Hydrogen sulfide may be a by-product of asphalt processing.

HAZARDS DISCLOSURE
This product contains hazardous materials as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200.
As defined under Parts 311 and 312, this product contains materials that are acute hazards.

MISCELLANEOUS:
This material does not have established exposure limits.

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

* * *

* CAUTION *

* *

* For hot product, immediately immerse in or flush *
* the affected area with large amounts of cold water *
* to dissipate heat. Fumes from heated material may *
* be irritating to eyes and respiratory tract. *

* * *
4. FIRST AID MEASURES

EYE CONTACT FIRST AID:
Burns due to contact with heated material require immediate  medical attention. Hold eyelids apart and flush eyes with plenty of cold water for at least 15 minutes. Get medical attention if irritation develops or persists.

SKIN CONTACT FIRST AID:
For hot product, immediately immerse in or flush the affected area with large amounts of cold water to dissipate heat. For hot material exposure, DO NOT try to remove solidified material from the skin. DO NOT try to dissolve with solvents or thinners. Get medical attention immediately. For exposure to cold material, wash skin with soap and water. Wear protective gloves to minimize skin contamination.

INHALATION FIRST AID:
At elevated temperatures may cause irritation of the eyes and respiratory tract. Although this product is not known to cause respiratory problems, if breathing is difficult, safely remove victim to fresh air and provide oxygen. Get immediate medical attention.

INGESTION FIRST AID:
Ingestion is not considered a potential route of exposure. If vomiting should occur spontaneously, keep airway clear. Contact a physician.

STATEMENT OF PRACTICAL TREATMENT:
Cool exposed area with water to dissipate heat. Get prompt medical attention. No attempt should be made to remove firmly adhering asphaltic material. Only medically approved solvents may be used to remove material from burns, as other solvents could cause further damage.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES

COG Flash Point: >235 C (> 455.9 F)
Autoignition Temperature: N/A

FLAMMABLE LIMITS IN AIR

LEL: N/A
UEL: N/A

FLAMMABLE PROPERTIES:
Product contains heavy oil (asphalt), will not burn unless preheated.

EXTINGUISHING MEDIA:
Carbon dioxide, foam, or dry powder. Do not use water because of violent reaction with hot asphalt. Use water spray to cool fire exposed containers. Exercise extra caution when using water as contact with hot asphalt products may produce steam and violent foaming.

FIRE & EXPLOSION HAZARDS:
Can release vapors that form explosive mixtures at temperatures at or above the flash point.

FIRE FIGHTING INSTRUCTIONS:
As in any fire, wear self-contained breathing apparatus pressure-demand NIOSH approved or equivalent.
and full protective gear. Decomposition may produce fumes, smoke, oxides of sulfur, carbon and hydrocarbons, and possible small quantities of hydrogen sulfide.

**Combustion Products:**
Avoid breathing vapors from heated material. Combustion may produce CO, NOx, SOx and reactive hydrocarbons.

**6. Accidental Release Measures**
**Safeguards (Personnel):**
Observe precautions in Protective Equipment section.
**Initial Containment:**
Contain spilled material. Allow material to solidify, and scrape up.
**Large Spills Procedure:**
Allow material to solidify, and scrape up.
**Small Spills Procedure:**
Allow material to solidify, and scrape up.

**7. Handling and Storage**
**Handling (Personnel):**
When sampling containers use appropriate personal protective equipment. Do not enter storage area unless adequately ventilated. Avoid breathing vapors from heated material. Avoid contact with eyes, skin, and clothing.
Breathing hydrogen sulfide must be avoided.
**Handling (Physical Aspects):**
When handling hot material, use protective clothing impervious to this material.
**Storage Precautions:**
Do not store at temperatures above 165°C. When siphonic products are heated, they may give off small amounts of hydrogen sulfide which may accumulate in the head space of storage containers. Use adequate ventilation.

**8. Exposure Controls / Personal Protection**
**Engineering Controls:**
Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.
**Eye / Face Protection Requirements:**
A NIOSH/MSHA approved air purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. Wear safety glasses.
**Skin Protection Requirements:**
When handling hot material, use protective clothing impervious to this material. Selection of specific items such as gloves, boots, apron or full-body suit will depend on operation.
**Respiratory Protection Requirements:**
Under normal use conditions, with adequate ventilation, no special handling equipment is required. When there is potential for airborne exposure in excess of applicable limits, wear NIOSH/MSHA approved respiratory protection.
EXPOSURE GUIDELINES:
HYDROGEN SULFIDE (H2S)
OSHA TVA: 10 ppm, 14 mg/m³
OSHA STEL: 15 ppm

9. PHYSICAL AND CHEMICAL PROPERTIES

FORM: Solid
COLOR: Brown to Black
ODOR: Asphault Odor
BOILING POINT: N/A
VAPOR PRESSURE: <0.1 mm Hg @ 21°C
VAPOR DENSITY: N/A (Air = 1)
SOLUBILITY IN WATER: N/A
SPECIFIC GRAVITY: 2.3 to 2.9 (Water = 1)
MELTING/FREEZING POINT: N/A
pH: N/A
VISCOITY: N/A

10. STABILITY AND REACTIVITY

STABILITY:
This compound is stable at ambient conditions.

POLYMERIZATION:
Hazardous polymerization will not occur.

INCOMPATIBILITY WITH OTHER MATERIALS:
Incompatible or can react with acids, bases, oxidizers. Incompatible with water when hot.

DECOMPOSITION:
Decomposition will not occur if handled and stored properly. In the case of a fire, oxides of sulfur, carbon, hydrocarbons, fumes, and smoke may be produced.

CONDITIONS TO AVOID:
Avoid extreme temperatures.

11. TOXICOLOGICAL INFORMATION
This material or all of its components are listed on the Inventory of Existing Chemical Substances under the Toxics
Substance Control Act (TSCA).

12. ECOLOGICAL INFORMATION
ENVIRONMENTAL HAZARDS:
None known.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:
Treat or dispose of waste material in accordance with all local, state/provincial, and national
requirements.

CONTAINER DISPOSAL:
Uncleaned empty containers should be disposed of in the same manner as the contents.

14. TRANSPORTATION INFORMATION

PRODUCT LABEL: Hot Mix Asphalt
D.O.T. SHIPPING NAME: N/A
D.O.T. HAZARD CLASS: Non-Hazardous
HMIS Rating –
Health: 1
Flammability: 0
Reactivity: 0
Personal Protection Index: 1

NFPA Rating –
Health: 1
Flammability: 0
Reactivity: 0

POTENTIAL HEALTH EFFECTS

EYE:
Fumes may cause eye irritation. Contact with hot product may produce severe burns to eye.

SKIN:
Contact with product at elevated temperatures can result in thermal burns. Frequent or prolonged contact with cool material may irritate the skin and cause a skin rash (dermatitis).

INHALATION:
Prolonged or excessive inhalation of fumes from hot material may cause respiratory tract irritation, dizziness, and nausea. Hydrogen sulfide can cause respiratory paralysis and death depending on the concentration and duration of exposure.

INGESTION:
Ingestion is not considered a potential route of exposure. Ingestion of large amounts of cold product may cause intestinal distress. Essentially non-toxic.

SIGNS AND SYMPTOMS OF EXPOSURE:
Exposure to hot material may cause thermal burns. Vapors from hot material may have an offensive odor which may cause headaches, nausea, and vomiting. Symptoms of overexposure include: fatigue, tearing of eyes, burning sensation in the throat, cough, chest discomfort and skin irritation.

CHRONIC EFFECTS:
No known hazards in normal industrial use.

CARCINOGENICITY INFORMATION:
IARC has determined that there is inadequate evidence that asphalts are carcinogenic to humans. While brief or intermittent skin contact with this product is not expected to cause harm, those workers who do not practice good personal hygiene and who are exposed repeatedly via skin contact may be at risk.

Suspect cancer hazard (contains material which may cause cancer): IARC has classified crystalline silica as a known human carcinogen. Procedures such as saw cutting or grinding which expose uncoated aggregate may produce significant exposure to crystalline silica.

MEDICAL CONDITIONS AGRAVATED BY EXPOSURE:
Disorders of the kidney, liver, skin and respiratory system.
15. REGULATORY INFORMATION

EEC Symbols and Indications of Danger:

Inhaut (X)

WHMIS Hazard Symbols:

None

HYDROGEN SULFIDE (H2S) (7783-06-4)

8C Toxie Air Pollutants List

HYDROGEN SULFIDE (H2S) (7783-06-4)

16. OTHER INFORMATION

PREPARED BY:....................: IC Webb
APPROVED BY:...................: Steve Simpson
TITLE:............................: Safety Officer
APPROVAL DATE ...............: February 2, 2009
RAG MSDS NUMBER .......: 001 (Official Copy)

This information is furnished without warranty, expressed or implied, except that it is
accurate to the best
knowledge of Simpson Construction Materials, LLC. based on data currently available.
The data on this sheet are provided
solely for the purpose of hazard communication and are related only to the specific
material designated
herein. Simpson Construction Materials, LLC. assumes no legal responsibility for use or
reliance upon these data.
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<th>IDENT NO.</th>
<th>PRODUCT CODE</th>
<th>PRODUCER-LOCATION</th>
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**Contractor:** SIMPSON MATERIALS

**Date:** 10/18/15

**Contract Grade:** PG64-22

**Mod Temp:** B5-30°F

**Laboratory:**

- **Characteristics:** Gmm = 2.473
- **voids:** % Voids = 3.5
- **V.M. A. =** 13.0
- **% Filled =** 73
- **MIX COMPOSITION:** VIRGIN ASPHALT CONTENT 3.9%
- **MIN. AGG. 95.2%**
- **TOTAL AC W/ RAP 4.8%**

**Calibration Number:**

- **Master Gauge Back Cnt. =**
- **Sample Weight =**

**Oakville, MO:**

**Signature:**

Sarah Kleinschmit

**Office:**

email: skleinschmit@modot.org

Phone: 935-6000

Case: 2015-1203 2015-0327 0607
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**LABORATORY CHARACTERISTICS**

- Gmm = 2.464
- Gmb = 2.377
- Filled = 2.511

**MIX PROPORTIONS**

- VMA = 3.5
- % Filled = 13.7
- Mix Composition = 1.3
- Virgin Asphalt Content = 94.9%

**CALIBRATION NUMBER**

- Master Gauge Back Cnt. = 4.3%
- Sample Weight = 5.2%
### Missouri Department of Transportation - Division of Materials

#### Plant Mix Bituminous BP-2

**Contractor:** Simpson Materials

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<th>PRODUCT CODE</th>
<th>PRODUCER-LOCATION</th>
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**In Line Grade:** PG64-22

**Contract Grade:** PG64-22

**Mold Temp:** 205-305°F

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**Laboratory Characteristics**

- **Gmm:** 2.455
- **Gmb:** 2.369
- **Gsb:** 2.912

**AASHTO T-312 35 Gyrations**

- **% Voids:** 3.5
- **VMA:** 14.2
- **% Filled:** 75

**Calibration Number**

**Master Gauge Back Gnt.**

**Sample Weight:**

**MIX COMPOSITION**

- **Min. Agg:** 94.6%
- **Virgin Asphalt Content:** 4.5%

**Total AC w/ RAP:** 5.4%