

BILL NO.: 16-0638

ORDINANCE NO.: 16- 0343

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1                   **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2                   **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3                   **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4                   **PROPOSALS FOR 2016 PAVEMENT PRESERVATION PROGRAM NO.**  
5                   **PW16CHIPSEAL; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE**  
6                   **TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO**  
7                   **EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.**

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

11                  BID NAME

12                  2016 Pavement Preservation Program No. PW16CHIPSEAL

13                  NUMBER OF BIDS RECEIVED

14                  3

15                  DATE OF BID OPENING

16                  6-21-16

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

**FILED**

JUL 05 2016

Page 1 of 5

WES WAGNER  
COUNTY CLERK OF JEFFERSON COUNTY, MO

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

3           **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4        of the County to award the bids and proposals to Missouri Petroleum Products Co. LLC  
5        and N.B. West Contracting Company for a term from 06-27-16 to 06-26-17 upon approval  
6        by the County Council and County Executive for Group 2 of \$246,604.44 with Missouri  
7        Petroleum Products Co. LLC and for Group 1 of \$228,617.60 and Group 3 for \$289,740.50  
8        with N.B. West Contracting Company for the total amount not to exceed **\$765,000.00**  
9        subject to budgetary limitations.

10       **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

11       **AS FOLLOWS:**

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

15 BID NAME

16 2016 Pavement Preservation Program No. PW16CHIPSEAL

17 TERM

18 06-27-16 to 06-26-17

19 Upon approval by the County Council and County Executive

20 AMOUNT

21 Group 2 of \$246,604.44

22 with Missouri Petroleum Products Co., LLC

1 Group 1 of \$228,617.60 and Group 3 for \$289,740.50

2 with N.B. West Contracting Company

3 For total amount not to exceed \$765,000.00

4 subject to budgetary limitations

## AWARDED BIDDERS

6 Missouri Petroleum Products Co. LLC (A1)

7 N.B. West Contracting Company (A2)

8           Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
9     County Executive to execute the agreement incorporated by Reference as Exhibit "A1  
10    through A2" and any agreements or contracts necessary to effectuate the award of the bids  
11    and proposals set forth in this Ordinance. The County Executive is further authorized to  
12    take any and all actions necessary to carry out the intent of this Ordinance. An unexecuted  
13    copy of the Agreement is attached hereto as Exhibit "A1 through A2" and incorporated  
14    herein, by reference.

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

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

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

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

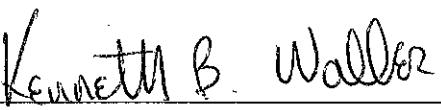
THE ABOVE BILL ON THIS 27<sup>th</sup> DAY OF June, 2016:

PASSED  FAILED

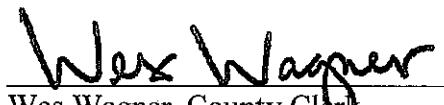
  
Renee Reuter, County Council Chair  
Pat Schlette, Council Administrative Assistant

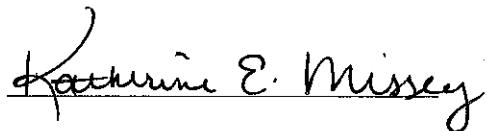
THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 3<sup>rd</sup> DAY OF JUNE, 2016.

THIS BILL WAS        VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS        DAY OF       , 2016.

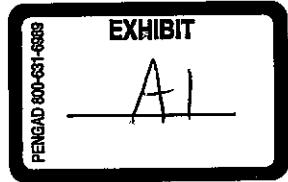
  
Kenneth B. Waller  
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

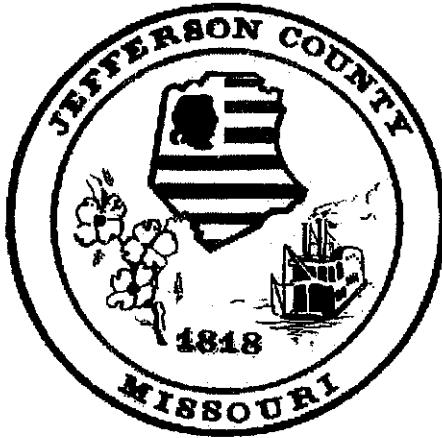
  
Wes Wagner  
Wes Wagner, County Clerk

BY: 

First Reading: 06-24-2016



PROJECT SPECIFICATIONS  
FOR  
2016 Pavement Preservation Program



County of Jefferson, Missouri  
P.O. BOX 100  
HILLSBORO, MO 63050  
June 21, 2016

REQUEST FOR BID  
BID OF

Bidder Name: Missouri Petroleum Products Co., LLC

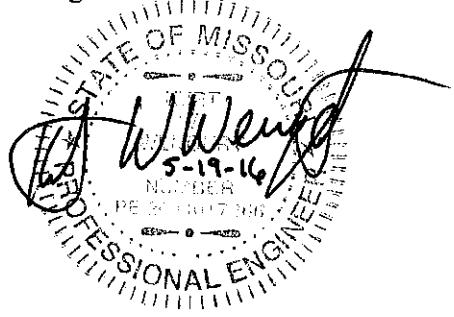
Bidder Address: 1620 Woodson Road, St. Louis, MO 63114

**APPROVED FOR CONSTRUCTION**

BY:

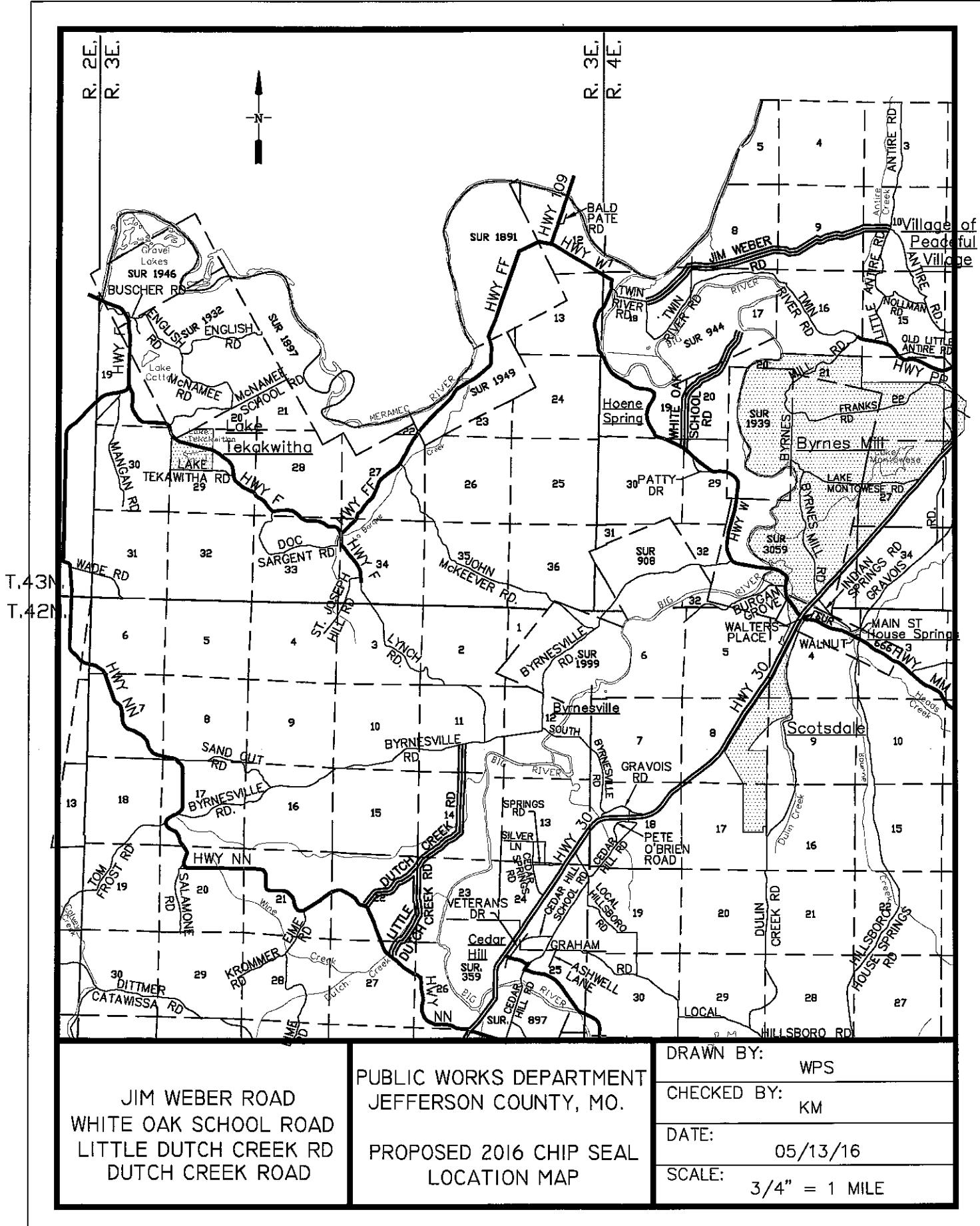
DATE: 5/19/2016

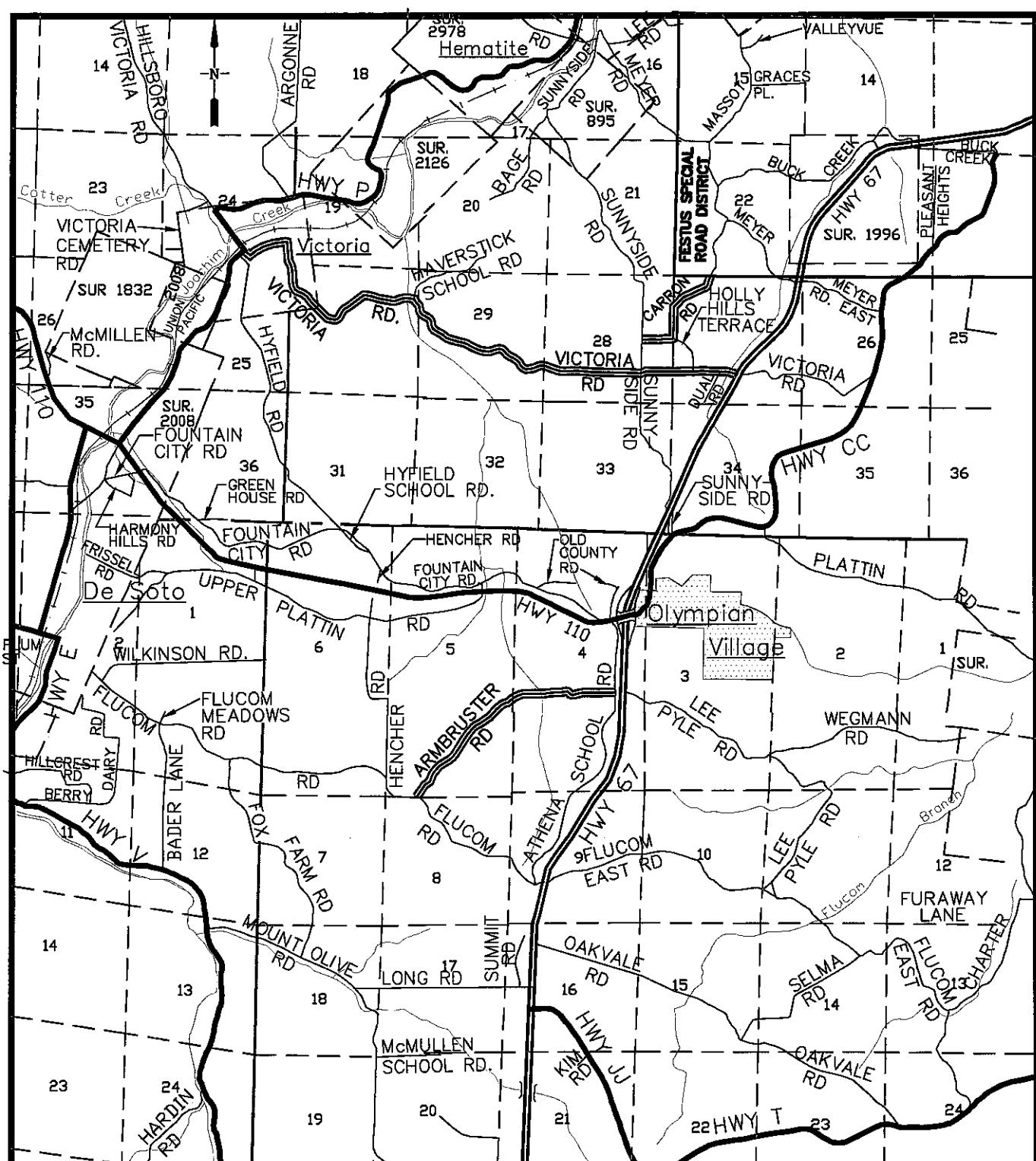
Engineer Seal



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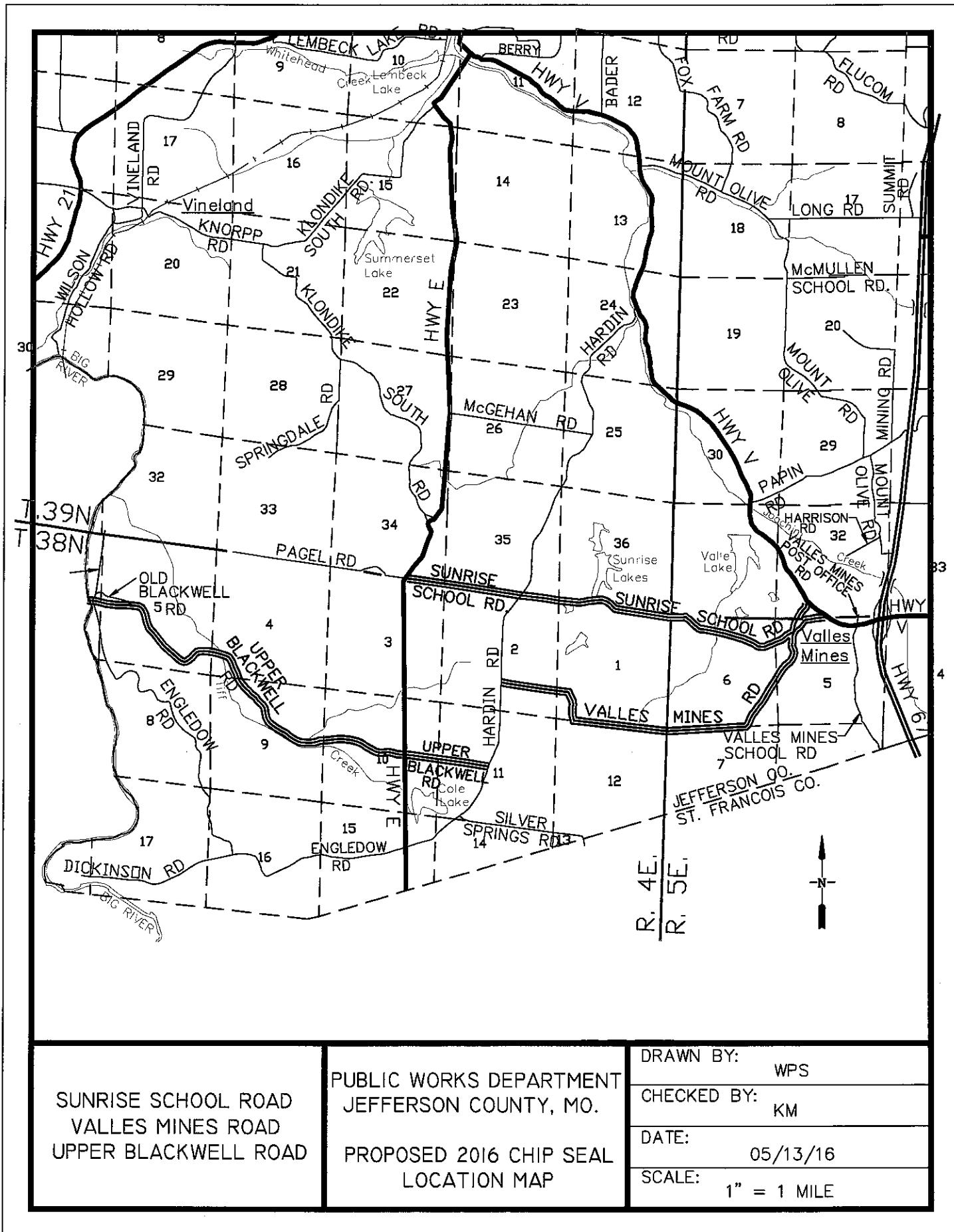




CARRON ROAD  
VICTORIA ROAD  
ARMBRUSTER ROAD

PUBLIC WORKS DEPARTMENT  
JEFFERSON COUNTY, MO.

DRAWN BY: WPS  
CHECKED BY: KM  
DATE: 05/13/16  
SCALE: 1" = 1 MILE



## BID NOTICE

Sealed bids for **2016 PAVEMENT PRESERVATION PROGRAM, PROJECT NO. PW16CHIPSEAL**, will be received at the office of The County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until 2:00 o'clock P.M. (CST) on the **21st day of June, 2016**, and at that time will be publicly opened and read. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the project title, name and address of the bidder, and accompanied by the other required documents. Bids submitted via fax or electronically will be rejected. Late bids will not be accepted and will be returned to the sender, unopened.

The proposed work includes: Asphalt pavement preservation resurfacing of various roads in Jefferson County with oil and trap rock surface and the placement of temporary pavement markings. The various roads are grouped into three areas. Group 1 area totals 8.888 miles of roadway and is comprised of Jim Weber Road (3.456 miles), White Oak School Road (1.742 miles), Little Dutch Creek (1.163 miles), and Dutch Creek (2.527 miles). Group 2 area totals 8.688 miles of roadway and includes Carron Road (0.894 miles), Victoria Road (5.847 miles), and Armbruster Road (1.947 miles). Group 3 totals 11.9 miles of roadway and is comprised of Sunrise School Road (3.866 miles), Valles Mines Road (3.722 miles), and Upper Blackwell Road (0.695 miles and 3.661 miles).

A Pre-Bid Conference will be held on Tuesday June 7th, 2016 at 10:00 AM, to address questions and concerns regarding the bid specifications and bid documents and view the sites, if needed. Attendance at the pre-bid conference is strongly encouraged but not mandatory. Meeting Place: 2nd Floor Training Conference Room #206, Jefferson County Annex Building, 725 Maple Street, Hillsboro, MO.

Work shall be in accordance with these Specifications and Job Special Provisions. Where not specifically covered by the Specifications or Job Special Provisions, the Contractor shall adhere to the 2011 Edition of the "Missouri Standard Specifications for Highway Construction."

Plans and specifications for this project will be available, at no cost, as a downloadable file from the Jefferson County website (<http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>), beginning **Friday, May 27, 2016**. The bidder will be responsible to check the County's website for addendum (s) regarding this project prior to bid opening. All potential bidders must complete the "Plan Holder Contact Information" form and submit this form to Public Works at [pwprojects@jeffcomo.org](mailto:pwprojects@jeffcomo.org) and request placement on the bidder's list.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Missouri Division of Labor Standards.

Contractors and sub-contractors who sign a contract to work on public works projects must provide a 10- hour OSHA construction safety program, or similar program, approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal. A certificate of insurance shall be submitted with each proposal.

All bids shall be made on the forms provided. The County of Jefferson, Missouri reserves the right to reject any or all bids, to waive any informality in the bids received, and to award the contract to the lowest, responsive, responsible bidder.

END BID NOTICE

# INSTRUCTIONS TO BIDDERS

## 1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders, which are defined in the General Conditions of this Construction Contract, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the County (on the basis of the County evaluation as hereinafter provided) makes an award.

## 2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the Jefferson County website <http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>.

2.2 Complete sets of the Bidding Documents shall be used in preparing Bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The County in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## 3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the work, each Bidder must submit **with the bid** written evidence of previous experience and evidence of authority to conduct business in the jurisdiction where the project is located. Each bid must contain evidence of Bidder's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract.

## 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Before submitting this bid each Bidder will, at their own expense, make such investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3 On request, the County will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of their bid.

4.4 The lands upon which the work is to be performed, rights – of - way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the General Conditions, General Requirements, Special Provisions or Drawings.

## 5. INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the County Engineer. Replies will be issued by Addenda mailed or electronically delivered to all parties recorded by the County Engineer as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect.

## 6. CONTRACT TIME

6.1 The number of days within which, or the date by which, the work is to be completed and the bid price is to remain in effect is set forth in the Bid Form and will be included in the Agreement.

## 7. SUBSTITUTE MATERIALS AND EQUIPMENT

7.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the County Engineer, application for such acceptance will not be considered by County Engineer until after the "effective date of the Agreement".

## 8. SUBCONTRACTORS, ETC.

8.1 No subcontract may be awarded by Contractor under this Contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall **submit with the bid the Name and Address** of the proposed subcontractor for verification. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:

1. Copy of any subcontracts;
2. Certification by proposed subcontractor regarding equal employment opportunity;
3. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
4. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject.
5. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors

The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

## 9. BID FORM

9.1 The Bid Form is attached hereto; additional copies may be obtained from the County Engineer.

9.2 Bid Forms must be completed in ink or by typewriter. The Bidder shall indicate, in figures, a unit price for each item on the form, the product of the respective quantities and unit prices in the column provided, and the gross sum (Total Bid).

9.3 In case of discrepancy between the gross sum shown on the bid and that obtained by adding the products of the quantities of work and the unit prices, the bidder agrees that the unit prices shall govern, and any errors found in said products and gross sum may be corrected by the County.

9.4 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by a witness. The corporate address and state of incorporation shall be shown below the signature.

9.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.6 All names must be typed or printed below the signature.

9.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

9.8 The address to which communications regarding the Bid are to be directed must be shown.

## 10. BID SECURITY

10.1 Bid Security shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.

10.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" (which is the date when the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

## 11. SUBMISSION OF BIDS

11.1 **Bids shall be submitted, in triplicate**, at time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

## 12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

## 13. OPENING OF BIDS

13.1 Bids will be opened publicly.

13.2 When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

## 14. BIDS TO REMAIN OPEN

14.1 All Bids shall remain open for sixty days after the day of the Bid opening, but the County may at their sole discretion, release any Bid and return the Bid Security prior to that date.

## 15. BID SUBMITTAL REQUIREMENTS

15.1 Failure to submit the following required documents prior to the bid opening will make the bid non-responsive and not eligible for award consideration:

- Notice to Contractors
- Certification Regarding Anti-collusion
- Certification Regarding Use of Contract Funds for Lobbying
- Certification Regarding Debarment and Suspension
- Certification Regarding Affirmative Action and Equal Opportunity
- Bid Guaranty
- Acknowledgement of Addenda, if applicable
- Bid to be submitted in ink with proper signatures with no white out or initialed changes
- Balanced Bid

## 16. AWARD OF CONTRACT

16.1 This project will be awarded to the lowest, responsive, responsible bidder. Per Section 130.060, Part A(3) of the Jefferson County Code of Ordinances, the County Council reserves the right to give preference and award the contract to a contractor based within Jefferson County when the difference in the delivered price is negligible. The Public Works Department defines the term "negligible" in this section of the Code of Ordinances to mean less than a one-percent (1%) difference in the total bidding price. The County reserves the right to reject any and all bids, to waive any and all informalities, and the right to reject non-responsive bids.

16.2 The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County.

16.3 The County may conduct such investigations as they deem necessary to assist in the evaluation of whether any Bid is responsive in accordance with the Contract Documents to the County's satisfaction within the prescribed time.

16.4 If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening.

## 17. LIQUIDATED DAMAGES

17.1 Provisions for liquidated damages, if any, are set forth in the agreement.

## 18. PERFORMANCE AND OTHER BONDS

18.1 Section 32 of the General Conditions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security.

## 19. SIGNING OF AGREEMENT

19.1 When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract Documents attached. The County will return one executed Contract Agreement to the Contractor.

## 20. FAILURE TO EXECUTE AGREEMENT

20.1 Failure to execute the agreement and to file the acceptable contract bonds within 15 days after the unexecuted agreement has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid or contract bond from an approved surety or failing to execute the agreement within the time provided, resulting in a cancellation of the award to that bidder, disqualifies that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the County project or projects which are the subject of that bid, as a prime contractor, a subcontractor or a supplier.

END OF INSTRUCTIONS TO BIDDERS

## NOTICE TO CONTRACTORS

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on June 21, 2016, and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late bids will not be accepted and will be returned to the sender, unopened.

A Pre-Bid Conference will be held on Tuesday, June 7, 2016 at 10:00 AM, to address questions and concerns regarding the bid specifications and bid documents and view the site, if needed. Attendance at the pre-bid conference is strongly encouraged but not mandatory. Meeting Place: 2nd Floor Training Conference Room #206, Jefferson County Annex Building, 725 Maple Street, Hillsboro, MO.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Asphalt pavement preservation resurfacing of various roads in Jefferson County with oil and trap rock surface and the placement of pavement markings. The various roads are grouped into three areas. Group 1 area totals 8.888 miles of roadway and is comprised of Jim Weber Road ( 3.456 miles), White Oak School Road ( 1.742 miles), Little Dutch Creek ( 1.163 miles), and Dutch Creek (2.527 miles). Group 2 area totals 8.688 miles of roadway and includes Carron Road (0.894 miles), Victoria Road (5.847 miles), and Armbruster Road (1.947 miles). Group 3 totals 11.9 miles of roadway and is comprised of Sunrise School Road (3.866 miles), Valles Mines Road (3.722 miles), Upper Blackwell (0.695 miles and 3.661 miles).

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and "Missouri Standard Plans for Highway Construction, 2009" and Supplemental Revisions (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications Supplemental Plans to October 2009 Missouri Std. Plans For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "County of Jefferson", and the term "Engineer" is a reference to the County Director of Public Works/Highway Engineer.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Group 1 Working Days: 15

Group 2 Working Days: 15

Group 3 Working Days: 20

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Group 1 Liquidated damages per day \$ 700  
Group 2 Liquidated damages per day \$ 700  
Group 3 Liquidated damages per day \$ 700

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

Paper Bid Bond  
 Cashier's Check

(6) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(7) **PREVAILING WAGE (STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 23" that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(8) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. **The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted with the bid.**

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(9) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(10) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(11) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(12) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Missouri Petroleum Products Co., LLC \_\_\_\_\_, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual

partnership

joint venture

corporation, incorporated under laws of state of Missouri \_\_\_\_\_.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name \_\_\_\_\_.

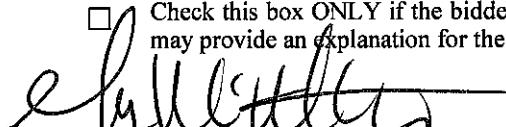
Executed by bidder this 3rd day of June 2016.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

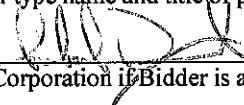
THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Greg McMurtrey, President

Please print or type name and title of person signing here Attest:

  
Secretary of Corporation if Bidder is a Corporation Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(13) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(14) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder(s).

(15) **MATERIALS INSPECTION:** All technicians who perform, or are required by the County to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(16) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(17) **SALES AND USE TAX EXEMPTION:** County of Jefferson, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

## BID FORM

TO: JEFFERSON COUNTY, MISSOURI  
BID FOR: 2016 PAVEMENT PRESERVATION PROGRAM

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and
  - (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. Bidder will complete project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Public Works Department and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job: and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

**BID ITEMS:**

<b>PROJECT PAVEMENT PRESERVATION - GROUP 1</b>					
<b>ROADWAY ITEMS- GROUP 1</b>					
<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Special 1-1	Jim Weber - Asphalt Pavement Preservation	SY	49,465	\$1.68	\$83,101.20
	White Oak School - Asphalt Pavement Preservation	SY	22,030	\$1.68	\$37,010.40
	Little Dutch Creek - Asphalt Pavement Preservation	SY	15,257	\$1.68	\$25,631.76
	Dutch Creek - Asphalt Pavement Preservation	SY	32,479	\$1.68	\$54,564.72
618-10.00	Mobilization	LS	1	\$22,000.00	\$22,000.00
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	1,174	\$1.00	\$1,174.00
Special 1-2	Traffic Control	LS	1	\$10,000.00	\$10,000.00
<b>PROJECT TOTAL - GROUP 1</b>					\$223,482.08

<b>PROJECT PAVEMENT PRESERVATION - GROUP 2</b>					
<b>ROADWAY ITEMS- GROUP 2</b>					
<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Special 1-1	Carron - Asphalt Pavement Preservation	SY	14,447	\$1.68	\$24,270.96
	Victoria - Asphalt Pavement Preservation	SY	87,741	\$1.68	\$147,404.88
	Armbruster - Asphalt Pavement Preservation	SY	24,870	\$1.68	\$41,781.60
618-10.00	Mobilization	LS	1	\$22,000.00	\$22,000.00
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	1,147	\$1.00	\$1,147.00
Special 1-2	Traffic Control	LS	1	\$10,000.00	\$10,000.00
<b>PROJECT TOTAL - GROUP 2</b>					<b>\$246,604.44</b>

<b>PROJECT PAVEMENT PRESERVATION - GROUP 3</b>					
<b>ROADWAY ITEMS- GROUP 3</b>					
<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Special 1-1	Sunrise School Road - Asphalt Pavement Preservation	SY	54,944	\$1.68	\$92,305.92
	Valles Mines - Asphalt Pavement Preservation	SY	49,985	\$1.68	\$83,974.80
	Upper Blackwell (1) - Asphalt Pavement Preservation	SY	10,121	\$1.68	\$17,003.28
	Upper Blackwell (2) - Asphalt Pavement Preservation	SY	50,005	\$1.68	\$84,008.40
618-10.00	Mobilization	LS	1	\$24,000.00	\$24,000.00
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	1,579	\$1.00	\$1,174.00
Special 1-2	Traffic Control	LS	1	\$10,000.00	\$10,000.00
<b>PROJECT TOTAL - GROUP 3</b>					<b>\$312,466.40</b>

NOTICE TO BIDDER: Bidders MUST complete the entire "Group" of roads in its entirety. Bidders do have the option to omit bids for whole "Groups", however, any partial "Group" omission will void the bid for all components of that "Group". Bidders may be awarded from zero to three of the Groups above.

5. BIDDER agrees that the work will be completed within the **Working Days** listed for each group or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to Seven Hundred Dollars (\$700.00) for each working or calendar day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

6. Communications concerning this Bid shall be addressed to the following address:

1620 Woodson Road, St. Louis, MO 63114

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

8. **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

9. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date:

Number:

6/17/16

1

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

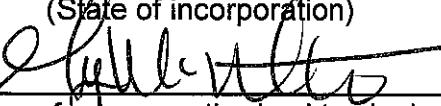
SUBMITTED on June 21, 20 16

By Missouri Petroleum Products Co., LLC

(Corporation Name)

Missouri

(State of incorporation)

By 

Greg McMurtrey

(Name of person authorized to sign)

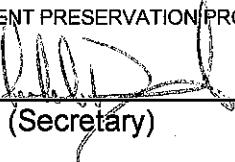
(Signature and typed)

President

(Title)

(Corporate Seal)

Attest



Michael Drury

(Secretary)

(Signature and typed)

Business address: 1620 Woodson Road

St. Louis, MO 63114

Phone No.: 314-219-7305

ADDENDUM NO. 1  
TO  
2016 PAVEMENT PRESERVATION PROGRAM  
PW16CHIPSEAL

COUNTY OF JEFFERSON, MISSOURI

JUNE 17, 2016

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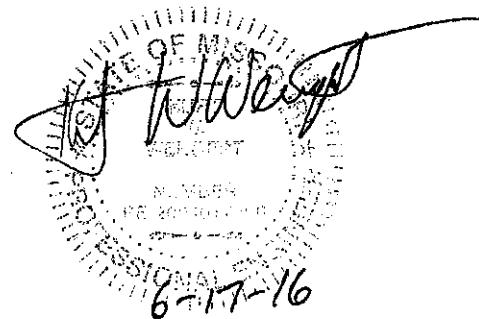
This addendum forms a part of the bidding and contract documents and modifies the original bidding documents. Acknowledge receipt of this addendum in the space provided on the bid form. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

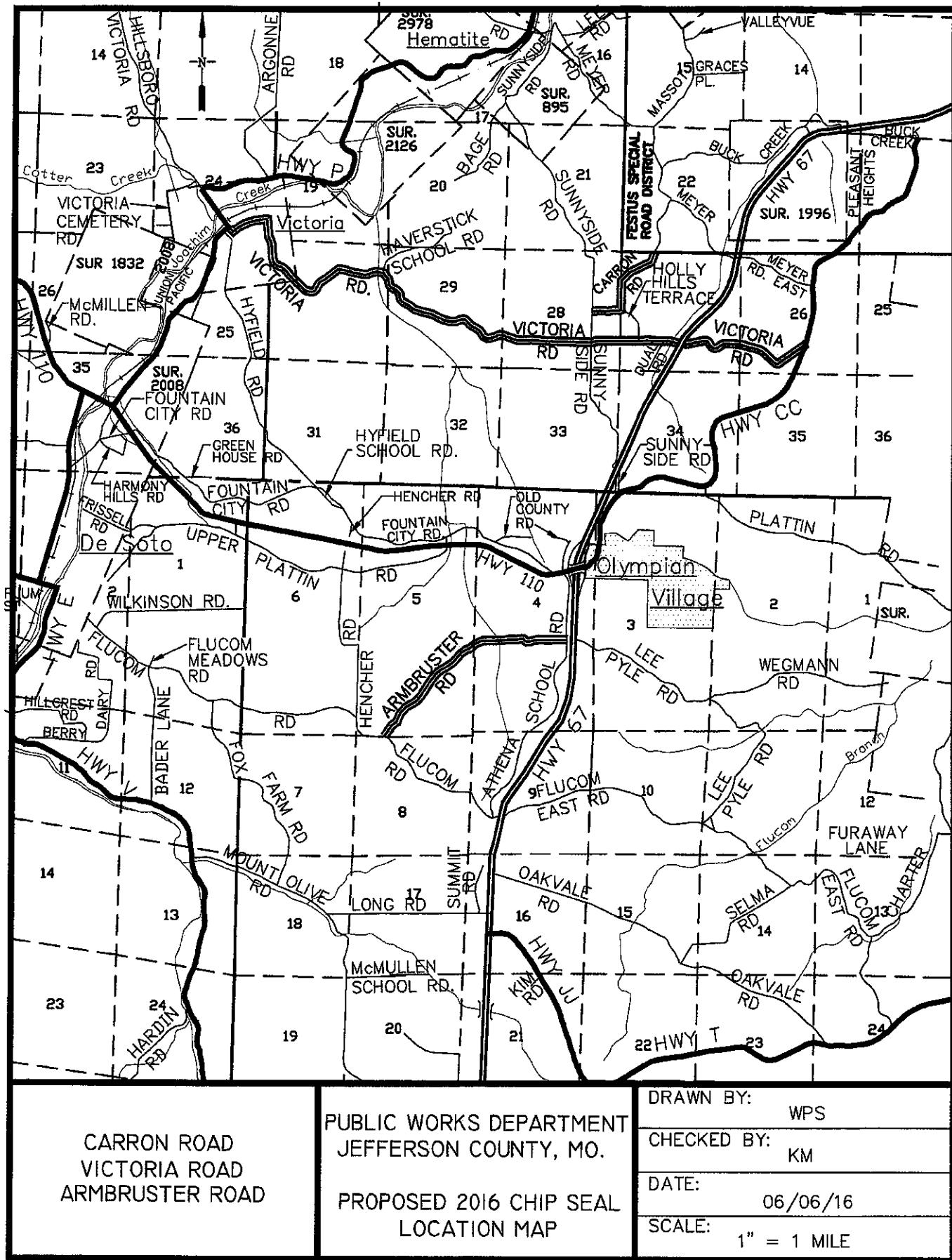
**PW16CHIPSEAL PROJECT LOCATION MAP:**

Remove Project Location Map sheet 3 (Carron Road, Victoria Road, Armbruster Road) dated 05/13/16 and replace with revised Project Location Map sheet 06/06/16. REASON: Corrected project limits.

**PW16CHIPSEAL NOTICE TO CONTRACTORS:** Remove page 11 and replace with revised page 11. REASON: Added overall completion date.

END OF ADDENDUM NO. 1





## NOTICE TO CONTRACTORS

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on June 14, 2016, and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late bids will not be accepted and will be returned to the sender, unopened.

A Pre-Bid Conference will be held on Wednesday, June 1<sup>st</sup>, 2016 at 10:00 AM, to address questions and concerns regarding the bid specifications and bid documents and view the site, if needed. Attendance at the pre-bid conference is strongly encouraged but not mandatory. Meeting Place: 2nd Floor Training Conference Room #206, Jefferson County Annex Building, 725 Maple Street, Hillsboro, MO.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Asphalt pavement preservation resurfacing of various roads in Jefferson County with oil and trap rock surface and the placement of pavement markings. The various roads are grouped into three areas. Group 1 area totals 8.888 miles of roadway and is comprised of Jim Weber Road ( 3.456 miles), White Oak School Road ( 1.742 miles), Little Dutch Creek ( 1.163 miles), and Dutch Creek (2.527 miles). Group 2 area totals 8.688 miles of roadway and includes Carron Road (0.894 miles), Victoria Road (5.847 miles), and Armbruster Road (1.947 miles). Group 3 totals 11.9 miles of roadway and is comprised of Sunrise School Road (3.866 miles), Valles Mines Road (3.722 miles), Upper Blackwell (0.695 miles and 3.661 miles).

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and "Missouri Standard Plans for Highway Construction, 2009" and Supplemental Revisions (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications Supplemental Plans to October 2009 Missouri Std. Plans For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "County of Jefferson", and the term "Engineer" is a reference to the County Director of Public Works/Highway Engineer.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Group 1 Working Days: 15

Group 2 Working Days: 15

Group 3 Working Days: 20

**ALL WORK TO BE COMPLETED BY SEPTEMBER 30, 2016.**

## PLAN HOLDER CONTACT INFORMATION

All potential bidders must complete this form and submit it to the Jefferson County email address listed below in order to provide contact information as required. All other plan holders may submit this form at their own option. Addendums will be posted on the county website. In the event of disruption of website services, all such information will be communicated to all registered plan holders.

Project:	<b>2016 Pavement Preservation Program</b>
Plans & Specifications:	<b>\$0.00 AVAILABLE ONLINE</b>
Bid Opening Date:	<b>Tuesday, June 21, 2016</b>
Estimate:	<b>Group 1 - \$323,000.00, Group 2 - \$342,000, Group 3 - \$438,000</b>

Company Name*:	Missouri Petroleum Products Co., LLC
Contact Name*:	Greg McMurtrey
Address*:	1620 Woodson Road
	St. Louis, MO 63114
Phone*:	314-219-7305
Email*:	<a href="mailto:gmcmtrey@missouripetroleum.com">gmcmtrey@missouripetroleum.com</a>

\*required information

Email this completed form to:	<a href="mailto:pwprojects@jeffcomo.org">pwprojects@jeffcomo.org</a>
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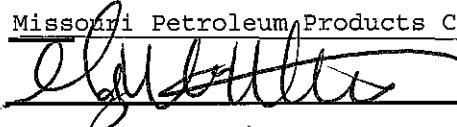
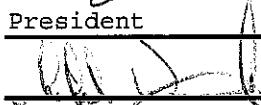
## BID BOND

Suitable bid security in the amount of:

One million dollars and no cents

(\$1,000,000.00) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME	<u>Missouri Petroleum Products Co., LLC</u>
BY	
TITLE	<u>President</u>
ATTEST	
TITLE	<u>Secretary</u>
ADDRESS	<u>1620 Woodson Road</u>
	<u>St. Louis, MO 63114</u>
TELEPHONE	<u>314-219-7305</u>

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Missouri Petroleum Products Company LLC  
1620 Woodson Road  
St. Louis, MO 63114

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Jefferson County  
P.O. Box 100  
Hillsboro, MO 63050

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2016 Pavement Preservation Program, Project No. PW16CHIPSEAL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of June, 2016

Debbie Newark  
(Witness)

Missouri Petroleum Products Company LLC

(Principal)

(Seal)

By: Debra J. Scarborough  
(Title) President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

Debra J. Scarborough Attorney-in-Fact

Surety Phone No. 617-357-9500



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

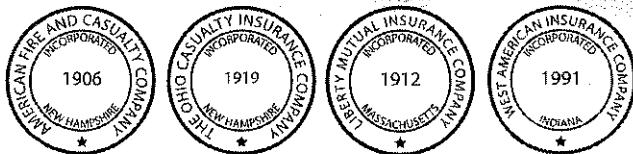
Certificate No. 7286192

American Fire and Casualty Company  
The Ohio Casualty Insurance CompanyLiberty Mutual Insurance Company  
West American Insurance Company**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braile; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhmester; Mary T. Flanigan; Patrick T. Pribyl; Rebecca S. Gross; Tahitia M. Fry

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of March, 2016.



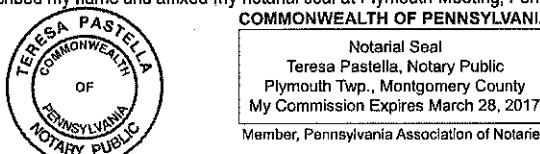
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF MONTGOMERY

On this 9th day of March, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

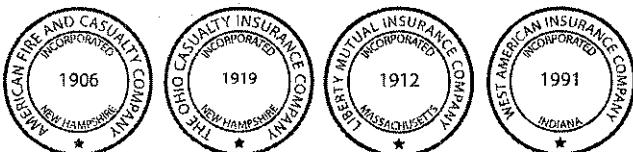
**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of **JUN 21 2016**, 2016.

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



## **BIDDER'S ACKNOWLEDGEMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF Missouri )  
COUNTY OF St. Louis ) SS.

On this 3rd day of June 2016, before me

appeared Greg McMurtrey to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the \_\_\_\_\_ President  
(President or other agent)

of Missouri Petroleum Products Co., LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Overland, Missouri  
The day and year first above written.



My commission expires January 27 2020

## ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

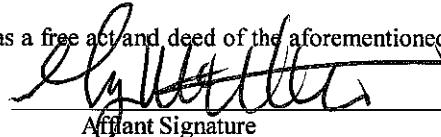
STATE OF Missouri)

) ss

COUNTY OF St. Louis)On the 3rd day of June, 20 16, before me appeared Greg McMutrey,

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the President of Missouri Petroleum Products Co., LLC, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.


  
Affiant Signature
Subscribed and sworn to before me in Overland, MO, the day and year first above-written.  
city (or county) state

  
Notary Public

My commission expires: January 27, 2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/02/2016

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

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

PRODUCER  
MCGRIFF, SEIBELS & WILLIAMS, INC.  
P.O. Box 10265  
Birmingham, AL 35202

INSURED  
Missouri Petroleum Products Company, LLC  
1620 Woodson Road  
St. Louis, MO 63114

CONTACT NAME:	
PHONE (A/C, No. Ext):	800-476-2211
FAX (A/C, No.):	
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :National Fire & Marine Insurance Company	20079
INSURER B :Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

## COVERAGE

CERTIFICATE NUMBER:H8GUHPDE

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		31PKG8897203	03/31/2016	03/31/2017	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
						MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					\$		
B	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		31PKG8897203	03/31/2016	03/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
						\$		
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		42UMO10018503	03/31/2016	03/31/2017	EACH OCCURRENCE	\$ 5,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$10,000					AGGREGATE	\$ 5,000,000	
						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	3IWC8897103 Part I WC excludes ND,OH,WA, WY; Part II EL includes ND,OH,WA, WY.	03/31/2016	03/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
						E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
						\$		
						\$		
						\$		
						\$		
						\$		

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

Re: BID for 2016 Pavement Preservation Program, Project No. PW16CHIPSEAL

## CERTIFICATE HOLDER

## CANCELLATION

County of Jefferson, Missouri P.O. Box 100 Hillsboro, MO 63050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**REFERENCES:****2011 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	31,258
City of Jennings	2120 Hord Avenue Jennings, MO 63136	Shirley Pecararo (314) 388-1164	27,000
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	John Gingrich (573) 687-3321	7,200

**REFERENCES:****2012 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	235,000
MODOT	105 W. Capital Jefferson City, MO 65102	Various	2,000,000

**REFERENCES:****2013 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	350,000
MODOT	105 W. Capital Jefferson City, MO 65102	Various	835,855
Boone County	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	218,420
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	John Gingrich (573) 687-3321	23,775

**REFERENCES:****2014 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone County Various Streets	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	400,000
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	225,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,000
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	John Gingrich 573-687-3321	20,000

**REFERENCES:****2015 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	558,000
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	228,000
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	200,000
Elsberry Special	711 East Broadway Elsberry, MO 63343	Brendan O'Brien (573) 898-5823	114,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,000

## NOTICE TO CONTRACTORS

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on June 21, 2016, and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late bids will not be accepted and will be returned to the sender, unopened.

A Pre-Bid Conference will be held on Tuesday, June 7, 2016 at 10:00 AM, to address questions and concerns regarding the bid specifications and bid documents and view the site, if needed. Attendance at the pre-bid conference is strongly encouraged but not mandatory. Meeting Place: 2nd Floor Training Conference Room #206, Jefferson County Annex Building, 725 Maple Street, Hillsboro, MO.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Asphalt pavement preservation resurfacing of various roads in Jefferson County with oil and trap rock surface and the placement of pavement markings. The various roads are grouped into three areas. Group 1 area totals 8.888 miles of roadway and is comprised of Jim Weber Road ( 3.456 miles), White Oak School Road ( 1.742 miles), Little Dutch Creek ( 1.163 miles), and Dutch Creek ( 2.527 miles). Group 2 area totals 8.688 miles of roadway and includes Carron Road ( 0.894 miles), Victoria Road ( 5.847 miles), and Armbruster Road ( 1.947 miles). Group 3 totals 11.9 miles of roadway and is comprised of Sunrise School Road ( 3.866 miles), Valles Mines Road ( 3.722 miles), Upper Blackwell ( 0.695 miles and 3.661 miles).

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and "Missouri Standard Plans for Highway Construction, 2009" and Supplemental Revisions (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications Supplemental Plans to October 2009 Missouri Std. Plans For Highway Construction (if applicable)

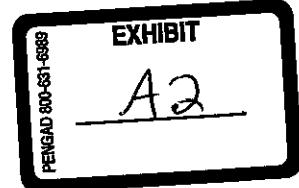
These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "County of Jefferson", and the term "Engineer" is a reference to the County Director of Public Works/Highway Engineer.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Group 1 Working Days: 15  
 Group 2 Working Days: 15  
 Group 3 Working Days: 20

**N. B. WEST CONTRACTING CO.  
 2780 MARY AVE.  
 ST. LOUIS, MO. 63144**



(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Group 1 Liquidated damages per day \$ 700  
Group 2 Liquidated damages per day \$ 700  
Group 3 Liquidated damages per day \$ 700

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

Paper Bid Bond  
 Cashier's Check

(6) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(7) **PREVAILING WAGE (STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 23" that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(8) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted with the bid.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtml](http://www.dhs.gov/files/programs/gc_1185221678150.shtml)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(9) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(10) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.ofm>

(11) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(12) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

**N B. West Contracting Co.**, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual

partnership

joint venture

corporation, incorporated under laws of state of MO

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 20 day of June 2016.

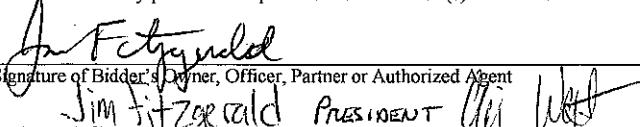
THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

  
Jim Fitzgerald PRESIDENT

Please print or type name and title of person signing here Attest:

Secretary of Corporation if Bidder is a Corporation Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(13) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(14) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder(s).

(15) **MATERIALS INSPECTION:** All technicians who perform, or are required by the County to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(16) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(17) **SALES AND USE TAX EXEMPTION:** County of Jefferson, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

## BID FORM

TO: JEFFERSON COUNTY, MISSOURI  
BID FOR: 2016 PAVEMENT PRESERVATION PROGRAM

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and
  - (b) This Bid is genuine and not made in the interest of or on behalf on any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. Bidder will complete project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Public Works Department and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job: and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

**BID ITEMS:**

<b>PROJECT PAVEMENT PRESERVATION - GROUP 1</b>					
<b>ROADWAY ITEMS- GROUP 1</b>					
<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Special 1-1	Jim Weber - Asphalt Pavement Preservation	SY	49,465	\$ 1.60	\$ 79,144.00
	White Oak School - Asphalt Pavement Preservation	SY	22,030	\$ 1.60	\$ 35,248.00
	Little Dutch Creek - Asphalt Pavement Preservation	SY	15,257	\$ 1.60	\$ 24,411.20
	Dutch Creek - Asphalt Pavement Preservation	SY	32,479	\$ 1.60	\$ 51,966.40
618-10.00	Mobilization	LS	1	\$ 18,500.00	\$ 18,500.00
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	1,174	\$ 2.00	\$ 2,348.00
Special 1-2	Traffic Control	LS	1	\$ 17,000.00	\$ 17,000.00
<b>PROJECT TOTAL - GROUP 1</b>					\$ 228,617.60

**PROJECT PAVEMENT PRESERVATION - GROUP 2****ROADWAY ITEMS- GROUP 2**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Special 1-1	Carron - Asphalt Pavement Preservation	SY	14,447	\$ 1,68	24,270.96
	Victoria - Asphalt Pavement Preservation	SY	87,741	\$ 1,68	147,404.88
	Armbruster - Asphalt Pavement Preservation	SY	24,870	\$ 1,68	41,781.60
618-10.00	Mobilization	LS	1	\$ 17,000.00	17,000.00
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	1,147	\$ 2.00	2,294.00
Special 1-2	Traffic Control	LS	1	\$ 17,000.00	17,000.00
<b>PROJECT TOTAL - GROUP 2</b>					\$ 249,751.44

<b>PROJECT PAVEMENT PRESERVATION - GROUP 3</b>					
<b>ROADWAY ITEMS- GROUP 3</b>					
<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Special 1-1	Sunrise School Road - Asphalt Pavement Preservation	SY	54,944	\$ 1.50	\$ 82,416.00
	Valles Mines - Asphalt Pavement Preservation	SY	49,985	\$ 1.50	\$ 74,977.50
	Upper Blackwell (1) - Asphalt Pavement Preservation	SY	10,121	\$ 1.50	\$ 15,181.50
	Upper Blackwell (2) - Asphalt Pavement Preservation	SY	50,005	\$ 1.50	\$ 75,007.50
618-10.00	Mobilization	LS	1	\$ 21,000.00	\$ 21,000.00
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	1,579	\$ 2.00	\$ 3,158.00
Special 1-2	Traffic Control	LS	1	\$ 18,000.00	\$ 18,000.00
<b>PROJECT TOTAL - GROUP 3</b>					\$ 289,740.50

**NOTICE TO BIDDER:** Bidders MUST complete the entire "Group" of roads in its entirety. Bidders do have the option to omit bids for whole "Groups", however, any partial "Group" omission will void the bid for all components of that "Group". Bidders may be awarded from zero to three of the Groups above.

5. BIDDER agrees that the work will be completed within the **Working Days** listed for each group or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to Seven Hundred Dollars (\$700.00) for each working or calendar day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

6. Communications concerning this Bid shall be addressed to the following address:

**N. B. WEST CONTRACTING CO.**

2780 MARY AVE.

**ST. LOUIS, MO. 63144**

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

8. **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

9. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date:

Number:

6/17/2016

NO. 1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

SUBMITTED on June 21st, 2016

By N B. West Contracting Co.  
(Corporation Name)

Missouri  
(State of incorporation)

By James P. Fitzgerald  
(Name of person authorized to sign) JAMES P FITZGERALD  
PRESIDENT  
(Signature and typed)  
(Title)

(Corporate Seal)

Attest

Shari Simmons

(Secretary)

Shari Simmons

(Signature and typed)

Business address: 2780 May AveSt. Louis MO 63144Phone No.: 314-962-3145

## BID BOND

Suitable bid security in the amount of:

Five Percent

(\$       ) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME	<u>N. B. WEST CONTRACTING CO</u>
BY	<u>JAMES P FITZGERALD</u> <u>Jan P Fitzgerald</u>
TITLE	<u>PRESIDENT</u>
ATTEST	<u>James Fitzgerald</u>
TITLE	<u>Secretary</u>
ADDRESS	<u>2780 MARY AVE</u>
	<u>St. Louis MO 63144</u>
TELEPHONE	<u>314-962-3145</u>

## BIDDER'S ACKNOWLEDGEMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF Missouri)  
COUNTY OF St. Louis) SS.

On this 16th day of June 2014, before me appeared Justin Zimpfer to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

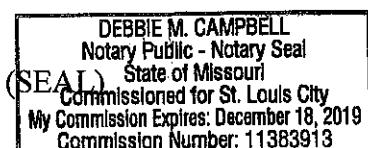
(if a corporation) that he is the Project Manager  
(President or other agent)

of NB West Contracting; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

2780 MARY AVENUE

ST. LOUIS, MO 63144

Witness my hand and seal at \_\_\_\_\_  
The day and year first above written.



Debbie M. Campbell

Notary Public

My commission expires 12/18 2019

## ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

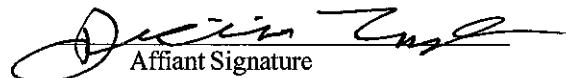
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)  
 COUNTY OF St. Louis) ss

On the 10th day of June, 2016, before me appeared Justin Zimmerman,

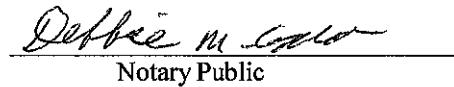
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the Project Manager of MB West Contracting, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

  
Affiant Signature

Subscribed and sworn to before me in St. Louis, Mo, the day and year first above-written.  
 city (or county) state

My commission expires December 18, 2019  
 DEBBIE M. CAMPBELL  
 Notary Public - Notary Seal  
 State of Missouri  
 Commissioned for St. Louis City  
 My Commission Expires: December 18, 2019  
 Commission Number: 11383913

  
Notary Public

ADDENDUM NO. 1  
TO  
2016 PAVEMENT PRESERVATION PROGRAM  
PW16CHIPSEAL

COUNTY OF JEFFERSON, MISSOURI

JUNE 17, 2016

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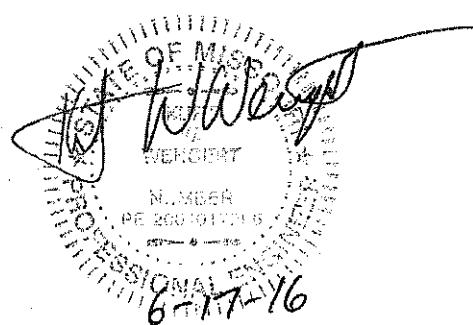
This addendum forms a part of the bidding and contract documents and modifies the original bidding documents. Acknowledge receipt of this addendum in the space provided on the bid form. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

**PW16CHIPSEAL PROJECT LOCATION MAP:**

Remove Project Location Map sheet 3 (Caron Road, Victoria Road, Armbruster Road) dated 05/13/16 and replace with revised Project Location Map sheet 06/06/16. REASON: Corrected project limits.

**PW16CHIPSEAL NOTICE TO CONTRACTORS:** Remove page 11 and replace with revised page 11.  
REASON: Added overall completion date.

END OF ADDENDUM NO. 1



ADD. 1-1



Company ID Number: 189650

**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** West Contracting - St Louis

**James Latta**

Name (Please Type or Print)

Title

*Electronically Signed*

02/11/2009

Signature

Date

**Department of Homeland Security - Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

02/11/2009

Signature

Date



Company ID Number: 189650

### Information Required for the E-Verify Program

#### Information relating to your Company:

**Company Name:** West Contracting - St Louis

**Company Facility Address:** 2780 Mary Ave

St Louis, MO 63144

**Company Alternate  
Address:**

**County or Parish:** SAINT LOUIS

**Employer Identification**

Number: 430794720

**North American Industry**

**Classification Systems**

Code: 237

**Parent Company:** N.B. West Contracting Co

**Number of Employees:** 20 to 99

**Number of Sites Verified**

for: 1

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

• MISSOURI

1 site(s)



Company ID Number: 189650

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

Name:	Jim R Latta	Fax Number:	(314) 982 - 8650
Telephone Number:	(314) 982 - 3145 ext. 125		
E-mail Address:	jlatta@nbwest.com		



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
N.B. West Contracting Co.  
2780 Mary  
Brentwood, MO 63144

### OWNER:

(Name, legal status and address)  
Jefferson County  
P. O. Box 100  
Hillsboro, MO 63050

### SURETY:

(Name, legal status and principal place of business)  
Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

Liberty Mutual Insurance Company  
Attention: Surety Claims Department  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

This document has important legal consequences.  
Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% of Bid Amount    Five Percent of Bid Amount

### PROJECT:

(Name, location or address, and Project number, if any)

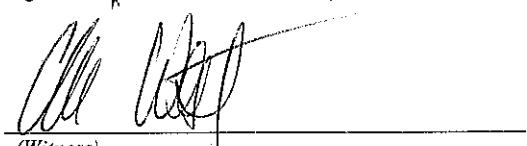
2016 Pavement Preservation Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

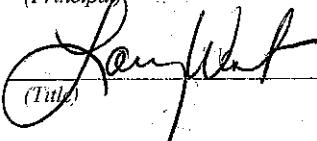
Signed and sealed this 21st day of June , 2016

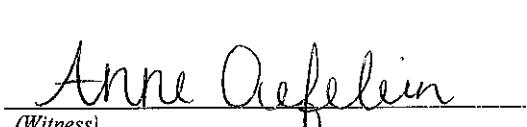
  
(Witness)

N.B. West Contracting Co.

(Principal)

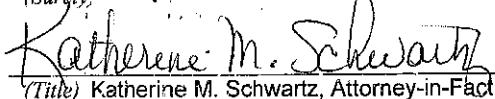
(Seal)

  
(Title)

  
(Witness)

Liberty Mutual Insurance Company

(Surety)

  
(Title) Katherine M. Schwartz, Attorney-in-Fact



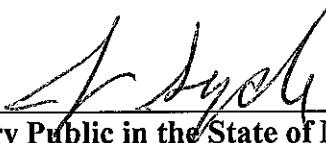
## ACKNOWLEDGMENT BY SURETY

**STATE OF MISSOURI**

**County of St. Charles**

On this 21st day of June, 2016, before me personally appeared  
Katherine M. Schwartz known to me to be the Attorney - In - Fact of  
LIBERTY MUTUAL INSURANCE COMPANY,  
the corporation that executed the within instrument, and acknowledged to me that  
such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,  
at my office in the aforesaid County, and the day and year in this certificate first  
above written.



\_\_\_\_\_  
Notary Public in the State of Missouri  
St. Charles County

January 29, 2017  
My Commission Expires

Jessica Gryder Notary Public - Notary Seal State of Missouri St. Charles County Commission # 13441011 Expiration Date 1/29/2017
--

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7071821

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

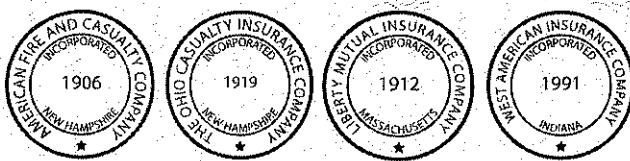
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chase H. Butler; Jessica Gryder; Katherine M. Schwartz; Michael C. Behan; Shelley R. Thompson; Stephen J. Hall

all of the city of St. Louis, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of July 2015



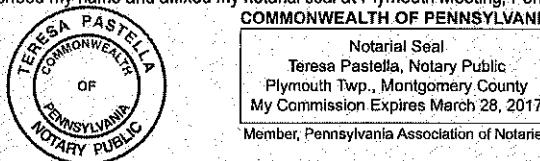
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 29th day of July, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings**: Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June, 2016

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.