Title of Bid: Microsurfacing Treatment

Bid #: 20-007

Dept.: Highway

Contact Person: John Lyons

Ext.: 6999

Description (product/service, justification and use):

This project consists of maintenance sealing, alligator crack repair, and microsurfacing overlay of approximately 7 miles of asphalt roadway.

Funding for this project was approved within the 2020 budget (see page 174) on 12/18/2019. The Highway Dept. budgeted approximately $286,400.00 from the Asphalt Overlay line item (see page 174) and $124,800.00 from the Rural Road Transportation Funds (see page 181) for this work. The total estimated expenditure is $293,110.90 for 2020.

Award to: Missouri Petroleum

Location: 1620 Woodson Rd., St. Louis, MO 63114

Price: $293,110.90

Contract term (if applicable):

Bid opening held on: 2/7/2020

Opened by: Finance

Account number to be charged for purchase:

201-9400-46662
205-9400-47601

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

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

**Bid #:** 20-007

#### Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Price</th>
<th>Meets all specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donelson Construction Co., LLC</td>
<td>1075 Wise Hill Rd., Clever, MO 65631</td>
<td>$446,001.60</td>
<td>Yes ☑️ No</td>
</tr>
<tr>
<td>Innovative Roadway Solutions LLC</td>
<td>Thayer, MO</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>National Sealing</td>
<td>Arnold, MO</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Asphallic Maintenance Co., Inc</td>
<td>St. Peters, MO</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Thoele, Asphalt</td>
<td>St. Charles, MO</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Parking Lot Maintenance</td>
<td>Lake St. Louis, MO</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

- Vendor: ____________________________
- Vendor: ____________________________

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

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

**Department Director/Elected Official Signature**

*Date: 2/18/2023*

**Approval or Concurrence of Director of Finance**

*Date: 2/21/23*

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

**Director of Administration Signature**

(Date)
## MICROSURFACE TREATMENT 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Missouri Petroleum Products Co., LLC</th>
<th>Donelson Construction Co., Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approx. Quant.</td>
<td>Unit Price</td>
</tr>
<tr>
<td>Microsurface Treatment</td>
<td>84,470 SY</td>
<td>$3.47</td>
</tr>
<tr>
<td>Microsurface Material/Method</td>
<td>Modified Fiber Microsurfacing to MoDot Spec.</td>
<td>Pressure Pave - MAQS-2</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

Suitable bid security in the amount _______ Dollars ($______) as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the County of St. Charles if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

5% of Bid Total

5% of Bid Total

This is a list of the responses received, and is provided for informational purposes only. This is not a Notice of Award.
INVITATION FOR FORMAL BIDS
IFB 20-007

FOR

Microsurface Treatments

ON COUNTY ROAD

IN

ST. CHARLES COUNTY, MISSOURI

PROJECT MS-20

ST. CHARLES COUNTY HIGHWAY DEPARTMENT
301 NORTH THIRD STREET
ST. CHARLES, MISSOURI 63301
# PROPOSAL for IFB 20-007

TO: St. Charles County Highway Department  
301 North Third Street  
St. Charles, MO 63301

In response to the advertisement inviting proposals for the repair of alligator cracked asphalt roads, surface sealing of asphalt roads, and furnishing and placement of an asphalt surface treatment (along with all incidentals including traffic control measures), in accordance with the specifications and information contained herein, the undersigned proposes to perform the specified work at the following price (suitable bid security is attached):

Manufacturer of microsurfacing system bid: Missouri Petroleum Products Company LLC

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>APPROX. QTY.</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microsurface Treatment</td>
<td>84,470 SY</td>
<td>$3.47</td>
<td>$293,110.90</td>
</tr>
<tr>
<td>Microsurface Material/Method</td>
<td>Modified Fiber Microsurfacing to MoDOT Spec</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL: $293,110.90**

Suitable bid security in the amount of 5% Dollars ($________) as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the County of St. Charles if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

The undersigned has examined the plans and specifications for the project and has satisfied himself as to the work to be done and conditions under which it must be carried out.

The contractor shall not commence work prior to the date of written notice from the County Engineer to begin work and shall fully complete all work under this contract by September 25, 2020, the rate of progress and the time of completion being essential conditions of this contract.

This proposal shall be equally binding to all heirs, administrators, executors, successors, and assigns.

FIRM NAME: Missouri Petroleum Products Company LLC

BY: [Signature]

TITLE: Vice President, Mike Hartman

ADDRESS: 1620 Woodson Rd., St. Louis, MO 63114

TELEPHONE: 314-219-7325

DATE: 1/24/2020

MICROSURFACE TREATMENT  
MS-20  
PROP-1
THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

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

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

Vendor Information

Company Name: Missouri Petroleum Products Company LLC

Business Address: 1620 Woodson Rd., St. Louis, MO 63114

Business Hours: 8:00 am to 5:00 pm

Phone: 314-219-7325 FAX: 314-991-4037

Email address: stevej@missouripetroleum.com

Contact Person: Steve Jeffs

Authorized Signature: [Signature]

(Date) Indicates acceptance of all bid terms and conditions)

Date: 1/24/2020

MICROSURFACE TREATMENT
MS-20
PROP-2
AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now Mike Hartman (Name of Business Entity Authorized Representative) as Vice President (Position/Title) first being duly sworn on my oath, affirm Missouri Petroleum Products Company LLC

Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Missouri Petroleum Products Company LLC

___________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

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

______________________________________________________________
Authorized Representative’s Signature

Vice President

stevej@missouripetroleum.com

E-Mail Address

Subscribed and sworn to before me this 24 of January, 2020. I am

(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of

(NAME OF COUNTY)

Missouri, and my commission expires on 1/27/2020.

(NAME OF STATE) (DATE)

______________________________________________________________
Signature of Notary

______________________________________________________________
Date

MICROSURFACE TREATMENT

MS-20 PROP-3

DEBORAH NOVAK
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 27, 2020
Commission # 16346281
EXHIBIT A

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

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

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

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

SIGNATURE

COMPANY NAME Missouri Petroleum Products Company LLC

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

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

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

SIGNATURE

COMPANY NAME

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

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

SECTION C

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

SIGNATURE

COMPANY NAME

MICROSURFACE TREATMENT
MS-20

PROP-4
CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED:

Contractor: Missouri Petroleum Products Company LLC

By: [Signature]

Date: 1/24/2020
ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF St. Louis

Mike Hartman

being first duly sworn, deposes and says that he is
Vice President

Title of Person Signing of

Missouri Petroleum Products Company LLC

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY

BY

BY

SWORN to before me this 24 day of January 2020.

Deborah Novak
Notary Public

My Commission Expires 12/7/2020

MICROSURFACE TREATMENT
MS-20

PROP-6
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

OWNER:
(Name, legal status and address)
St. Charles County Highway Department
301 North Third Street
St. Charles, MO 63301

BOND AMOUNT: $ 5%
Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
IFB 20-007, Microsurface Treatment on County Roads in St. Charles County, Missouri, Project MS-20

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 thirty (30) 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 7th day of February, 2020

(Witness)

(Witness)

Missouri Petroleum Products Company LLC
(Principal) (Seal)

By: [Signature]
(Title)

Liberty Mutual Insurance Company
(Surety) (Seal)

By: [Signature]
(Title)

Attorney-in-Fact
CC: Stephens Grigs
Surety Phone No. 617-357-9500
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.

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

Certificate No: 6200158

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of Ohio, 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 hereof set forth, does hereby name, constitute and appoint

Christy M. Brown, Laura M. Behmnofer, Megan L. Burns-Istner, Jeffrey C. Carey, Mary T. Flanigan, Tabitha M. Fry, C. Stephen Ortega, Rebecca S. Leal, Charles D. Letour, Patrick T. Pohly, Debra J. Scarbrough, Evan D. Sizemore, Charles R. Teter, III

all of the city of __________ state of _______ 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 ___ day of ___________.

_____________________
[Signature]

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

By: [Signature]

State of PENNSYLVANIA
County of MONTGOMERY

On this ___ day of ___________, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 or 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 King of Prussia, Pennsylvania, on the day and year first above written.

_____________________
[Signature]

Commonwealth of Pennsylvania
Notary Public

By: [Signature]

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 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 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 By-laws 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, whenever 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 effect and as through manually executed.

I, Renee C. Lewellyn, the undersigned, Assistant Secretary, 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 true, full 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 ___________.

_____________________
[Signature]

Renee C. Lewellyn, Assistant Secretary
Addendum #1
January 14, 2020

Microsurface Treatment 2020
IFB 20-007

This Addendum No. 1 is being issued to remove prevailing wage from this project.

This project is considered a maintenance project and is exempt from prevailing wage.

The following shall be removed from the bid instructions:

The successful bidder shall be required to comply with the State Statutory Provisions concerning the payment of prevailing wages on public works, Section 290.210 through 290.340 R.S. MO 1959, as amended 1969 and shall pay to all workmen performing work under this contract not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Relation of the State of Missouri. The wage rates applicable to this project have been predetermined as required by law and are set forth in this document. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-851: 76 Stat. 357) and implementing regulations.

Missouri Annual Wage Order 26 as amended June 26, 2019 shall be in effect for this project.

The following shall be removed from the Table of Contents:

STATE WAGE RATES
Annual Wage Order 26

SWR-1 thru SWR-4

Replace Pages "CA-1 to CA-3" of the Project Specifications with Pages "Addendum 1-CA-1 to Addendum 1-CA-3"

Update is to Article 6 on page CA-2 to remove Wage Rates from Contract Documents. Pages CA-1 and CA-3 are included for continuity.

Remove Pages SWR-1 to SWR-4 of the Project Specifications.

The Bidder shall sign this Addendum acknowledgment and return it with the bid.

BID ADDENDUM

Addendum #1

Dated 1/16/2020

We, the undersigned, acknowledge the receipt of the above addendum(s) as dated.

By:
Title: Project Manager
Date: 1/31/2020
CONTRACT AGREEMENT
MICROSURFACE TREATMENT
IFB 20-007

This Agreement, made between ________________________, hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of _________________________/100 (_________________), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the County Engineer to begin work and shall fully complete all work under this contract by September 25, 2020. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged for failure to complete within the allotted time at the rate of three hundred ($300.00) dollars per day for each calendar day until the job is completed, accepted, and approved by the Engineer.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The County shall pay the contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. A 5% retainage will be held from all invoices submitted to the County for payment until the final lien waivers and other close out paperwork are furnished to the County.

ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the County that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five days after receipt of written notice, then the County shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.
ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the County Engineer within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor along with the final lien waivers. This estimate shall be based on square yards of alligator cracked pavement repair, pavement sealing, and microsurfaced laid, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

ARTICLE 6. THE CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as hereto attached.

ARTICLE 7. SAFETY PROGRAM TRAINING REQUIREMENT:

The contractor to whom the contract is awarded and any subcontractor under such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the County two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.

ARTICLE 8. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)

Examination of Records

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

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

MICROSURFACE TREATMENT
MS-20

ADDENDUM 1-CA-2
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the County this _____ day of __________, 20__.

Executed by the Contractor this _____ day of __________, 20__.

CONTRACTOR______________________________

BY______________________________

TITLE______________________________

ATTEST______________________________

ST. CHARLES COUNTY, MISSOURI

____________________________________

COUNTY EXECUTIVE

ATTEST______________________________

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Robert Schnur, DIRECTOR OF FINANCE

MICROSURFACE TREATMENT
MS-20

ADDENDUM 1-CA-3
materials, cable relocation, needed fiber testing, restoration of all disturbed area, all labor and work incidental thereto, and shall be considered to be completely covered by the contract unit price for the following pay item:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>910-99.03</td>
<td>Linear Ft</td>
<td>MoDOT ITS Assets Relocation</td>
</tr>
</tbody>
</table>

**BB. Lighting Cable-Conduit Relocation**

1.0 **Description.** This work shall consist of relocating lighting cable-conduit which may be in conflict due to the installation of new guardrail along I-44.

2.0 **Construction Requirements.** The Contractor shall be aware there are numerous utilities present along the route in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities, including MoDOT Signals and Lighting, are unknown.

3.1 The contractor shall exercise reasonable care relocating MoDOT Lighting Cable-Conduit Facilities. Damage to any MoDOT facilities within the area of work caused by the contractor will be performed as follows:

   a) **Non-Emergency:** Contractor will have 4 hours to propose a repair plan to the Engineer for a complete repair within 3 business days.

3.2 Prior to any in-ground work, the Contractor shall request for utility locates by contacting Missouri One Call (1-800 DIG-RITE or mo1call.com) for any in-ground installation locations as per plans. If there are any conflicts with MoDOT ITS In-Ground Facilities, the Contractor shall field-verify those locations with the MoDOT Construction Inspector and shall be responsible for relocation to the satisfaction of the Engineer prior to any in-ground work.

3.3 The contractor shall restore those areas disturbed by this work or installation according to specifications herein.

4.0 **Basis of Payment.** Measurement and payment for lighting cable-conduit will be made as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>901-30.03</td>
<td>L.F.</td>
<td>Conduit, 3 In. Rigid, In Trench</td>
</tr>
<tr>
<td>901-50.10</td>
<td>L.F.</td>
<td>Trenching Type I</td>
</tr>
<tr>
<td>901-74.04</td>
<td>L.F.</td>
<td>Cable-Conduit, 1 In., 2 Conductors &amp; 1 BN, 6 AWG</td>
</tr>
<tr>
<td>901-74.07</td>
<td>L.F.</td>
<td>Cable-Conduit, 1 In., 2 Conductors &amp; 1 BN, 8 AWG</td>
</tr>
</tbody>
</table>

**CC. Microsurfacing Requirements**

1.0 **Description.** Modified Type II Microsurfacing shall be in accordance with Sec 413.10, except as modified herein:
2.0 Construction Requirements. Modified Type II Microsurfacing shall be constructed using one of the two options listed below:

2.1 Option 1. Construct the Modified Type II Microsurfacing in two lifts. Each of the two lifts shall be a minimum of 3/8" in thickness, with the total thickness of the Modified Type II Microsurfacing being a minimum of 3/4" thick. Payment area for this option includes both lifts.

2.2 Option 2. Construct the Modified Type II Microsurfacing in one lift using alkali resistant glass reinforcing fibers. The lift and total thickness of the Modified Type II Microsurfacing shall be a minimum of 3/8" in thickness.

2.2.1 Alkali Resistant Glass Reinforcing Fibers. The alkali resistant (AR) glass reinforcing fiber shall be manufactured in compliance with ASTM C1659/C1659M-08 and meet the requirements listed in Table 1.

<table>
<thead>
<tr>
<th>Material Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td>Alkali Resistant Glass</td>
</tr>
<tr>
<td>Zirconium (ZrO₂) Content</td>
<td>16.0% min</td>
</tr>
<tr>
<td>Fiber Length / Form</td>
<td>0.25 in (6 mm) / Pre-chopped strands</td>
</tr>
<tr>
<td>Filament Diameter</td>
<td>0.000546 in (14 µm)</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>250 ksl (1,700 MPa)</td>
</tr>
<tr>
<td>Modulus of Elasticity</td>
<td>10,000 ksl (72 GPa)</td>
</tr>
<tr>
<td>Softening Point</td>
<td>1,580°F (860°C)</td>
</tr>
<tr>
<td>Density</td>
<td>0.097 lb/in² (2.68 g/cm³)</td>
</tr>
</tbody>
</table>

(a) Delivery, Storage, and Handling:
(1) Deliver AR glass reinforcing fiber in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
(2) Store AR glass reinforcing fiber covered and off the ground.
(3) Keep AR glass reinforcing fiber out of sand and dust and do not allow to become wet.

(b) Mixing, Production, and Quality Control:
(1) Add AR glass reinforcing fiber at a dosage rate of 0.20-0.25% by dry weight or 4.0-5.0 lbs/ton per dry weight of aggregate.
(2) The AR glass reinforcing fiber shall be added by a mounted hydraulic seeding system to either a truck mount or continuous paver. The continuous feed system shall automatically dispense fiber into the pugmill at an adjustable feeding rate.
(3) The system shall be powered by the main hydraulic system of the mixer-spreader truck and turn on/off with eh main start of the mixer-spreader truck.
(4) The contractor shall have a system in place to record total AR glass reinforcing fiber added vs. tons of dry aggregate placed to verify accurate dosing in
compliance with the project specs.
(5) Ensure sufficient AR glass reinforcing fiber material is present in the hopper of
the mounted hydraulic feed system and refill material as necessary.
(6) Visually ensure AR glass reinforcing fiber is dispersed and properly mixed in the
weigh hopper.

(c) Placement:
(1) Follow engineer's recommendations for placement of the AR glass fiber
reinforced microsurfacing.

2.3 The contractor shall coldmill as necessary under any existing bridge as to not decrease the
vertical clearance for vehicles. The contractor shall provide a 100:1 transition for coldmilling
pavement under such bridges.

3.0 Edge Drop-Off. The contractor shall construct a maximum drop-off from the edge of
pavement to the adjoining shoulder, concrete lane or curb and gutter of no more than 1/2" to 3/8".
The transition from full depth microsurfacing at a lane line to the maximum microsurfacing edge
drop-off at the edge of shoulder or adjacent concrete shall be applied over an entire lane width
or as determined by the engineer.

4.0 Striping. The contractor shall not install permanent striping on a given section until a
minimum of 14 days has passed since the placement of the microsurfacing. In the 14 days
before installing permanent striping, the contractor shall stripe BL-44 with temporary 4" standard
waterborne paint as specified in Sec 620.10.

5.0 Removal of Existing Pavement Markings. The contractor shall remove all existing
pavement markings in areas where microsurfacing is to be placed in accordance with Sec
620.50.

6.0 Weather Limitations. Sec 413.10.5.4 is to be deleted and instead the following will apply.
Micro-surfacing shall not be placed when either the air temperature or the temperature of the
surface on which the mixture is to be placed is below 60 F, when it is raining, or when there is a
change of temperatures 50 F within 24 hours after placement. Temperatures shall be obtained
in accordance with MoDOT Test Method TM 20.

7.0 Method of Measurement. Final measurement of completed Modified Type II
Microsurfacing will not be made except for authorized changes during construction or where
appreciable errors are found in the contract quantity. Where required, measurement of Modified
Type II Microsurfacing, complete in place, will be made to the nearest square yard. The revision
or correction will be added to or deducted from the contract quantity. Temporary 4" standard
waterborne paint will not be measured for payment.

8.0 Basis of Payment. The accepted quantity of Modified Microsurfacing, Type II will be paid
for at the contract unit price for the following, which shall include all costs for materials,
equipment, labor and any other incidental work required to comply with this provision:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>413-99.05</td>
<td>Square Yard</td>
<td>Modified Microsurfacing, Type II</td>
</tr>
</tbody>
</table>
There will be no direct pay for the temporary 4" standard waterborne paint.

DD. **Modified Shaping Slopes, Class III**

1.0 **Description.** Modified shaping Slopes, Class III shall consist of providing fill material and shaping slopes to construct additional shoulder width for the installation of guardrail and Type A crashworthy end terminals in accordance with the standard plans. Contractor shall use coldmilled material provided from improvements included in the project. If additional material is necessary contractor shall use 4-inch minus aggregate or other granular material approved by the engineer. Any excess material shall be disposed of outside the limits of the right of way.

2.0 **Construction Requirements.** Slope areas to be shaped by the addition of material shall be scarified to allow bonding with the added material. Density shall be obtained by reasonable compactive efforts consisting of no less than three passes with a roller or other methods approved by the engineer. The contractor will not be required to excavate any classified rock excavation under this item.

2.1 Benching of the existing slope may be necessary to provide stability to the additional shoulder width constructed by Shaping Slopes, Class III. All costs for benching shall be included in the cost of Shaping Slopes, Class III.

2.2 Shaping Slopes, Class III will apply only to those sections that have been specifically designated as such on the plans.

3.0 **Method of Measurement.** Final measurement will not be made except where appreciable errors are found in the contract quantity. Where required, measurement will be made in accordance with Sec 215.3. The plan quantity will be reduced in areas where Furnishing and Placing Type 2 Rock Blanket are used in lieu of Modified Shaping Slopes, Class III.

4.0 **Basis of Payment.** The accepted quantity of Modified Shaping Slopes, Class III will be paid for at the contract unit price for the pay item: 215-99.03, Modified Shaping Slopes Class III and shall be considered full compensation to recover the cost of equipment, labor, materials or time required to fulfill the above provision. No direct payment will be made for any additional material required for shaping slopes. No direct payment will be made for any required clearing and grubbing and the cost shall be included in the unit price for Modified Shaping Slopes, Class III.

EE. **Temporary Traffic Control**

1.0 **Description.** All work necessary to maintain safe and efficient traffic flow through the work area shall be provided by the contractor. This will include furnishing, relocating, and removing temporary traffic control devices, truck mounted attenuators and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer.
2.0 Work Requirements. Work shall be in accordance with Sec 612, 616, 619, 620 and the contract plans.

3.0 Method of Measurement. The quantities shown on the plans shall be considered an estimate and may be subject to change based on field conditions. This work will not be measured for payment but will be considered a lump sum unit. Any Value Engineering proposal to the temporary traffic control will not be paid for through value engineering but will be covered under Temporary Traffic Control, lump sum.

4.0 Basis of Payment.

4.1 Partial payments will be made as follows:

(a) The first partial payment will be made when five percent of the original contract amount is earned. This payment will be the lesser of 50 percent of the contract price for the item of temporary traffic control or 5 percent of the original contract price.

(b) The second partial payment will be made when 50 percent of the original contract amount is earned. This payment will be the lesser of 25 percent of the original contract price for the item of temporary traffic control or 2.5 percent of the original contract price.

(c) The third partial payment will be made when 75 percent of the original contract amount is earned. This payment will be lesser of 20 percent of the original contract price for the item of temporary traffic control or 2 percent of the original contract price.

(d) When the engineer has accepted the contract for maintenance in accordance with Sec 105, the remaining contract price for the item of temporary traffic control will be paid.

(e) The above partial payment schedule may be adjusted by the engineer if proof of invoices submitted by the contractor demonstrate additional temporary traffic control costs were incurred earlier than the above proposed schedule. The total payment for temporary traffic control will not exceed the bid amount for Temporary Traffic Control, lump sum, unless covered by a cost change order as referenced in the following Section 4.3.

4.1.1 For the purpose of this provision, the term "original contract price" will be construed as the total dollar value of the construction items (excluding temporary traffic control) of the original contract.

4.2 Temporary traffic control will be paid for at the contract lump sum price for item:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>616-99.01</td>
<td>Lump Sum</td>
<td>Temporary Traffic Control</td>
</tr>
</tbody>
</table>

No direct payment will be made for the following:
(a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

(b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.

(c) Covering and uncovering existing signs and other traffic control devices.

(d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.

(e) Providing channelizers, directional indicator barricades, moveable barricades, drums, signs, lights, flashers, lighting, etc.

(f) Worker apparel.

(g) Flaggers, pilot vehicles, and appurtenances at flagging stations.

(h) Furnishing, installing, operating, maintaining, and removing construction related vehicle, work area, and equipment lighting.

(i) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.

(j) Removing existing pavement markings, installing temporary pavement markings, and removing and relocating temporary markings as necessary for staging operations. Removal of pavement markings shall not mar the surface of the pavement. Existing pavement marking being relocated along BL-44 or within the microsurfacing area on BL-44 will be paid for removal as indicated in the plans.

4.3 Any additional work deemed necessary by the engineer that requires temporary traffic control and is not covered by the contract plans will be included in the cost change order for the additional work. However, if the added work is required in a stage where temporary traffic control is already in place, no additional traffic control pay will be allowed in this case.

FF. NTCIP Compliant Changeable Message Sign, Contractor Furnished / Retained

1.0 Description. All solar powered changeable message signs, hereinafter referred to as a CMS, shall be in accordance with these specifications.

2.0 Material. Each CMS shall consist of an all LED (light emitting diode) matrix message board, solar/battery power supply and a user-operated interface, as specified, all mounted on a heavy duty, towable trailer.

2.1 Each CMS shall be either full matrix or character matrix, and have the following minimum characteristics:
THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

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

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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

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

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

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

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

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.
Company ID Number: 188870

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  Missouri Petroleum Products Company LLC

Michael Drury
Name (Please Type or Print)  Title

Electronically Signed  02/09/2009
Signature  Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)  Title

Signature  Date
Company ID Number: 186670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road
Saint Louis, MO 63114

Company Alternate Address:

County or Parish: SAINT LOUIS

Employer Identification Number: 431845744

North American Industry Classification System Code: 238

Parent Company:

Number of Employees: 100 to 499

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone Number</th>
<th>E-mail Address</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathy M Jasmund</td>
<td>(314) 991 - 2180 ext. 235235</td>
<td><a href="mailto:kjasmund@lionmark.com">kjasmund@lionmark.com</a></td>
<td>(314) 991 - 1553</td>
</tr>
<tr>
<td>Michael E Drury</td>
<td>(314) 991 - 2180 ext. 214</td>
<td><a href="mailto:mike.drury@lionmark.com">mike.drury@lionmark.com</a></td>
<td>(314) 991 - 1553</td>
</tr>
</tbody>
</table>
CONTRACT AGREEMENT
MICROSURFACE TREATMENT
IFB 20-007

This Agreement, made between MISSOURI PETROLEUM, hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of TWO HUNDRED NINETY THREE THOUSAND, ONE HUNDRED TEN DOLLARS AND 90/100 ($293,110.90), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the County Engineer to begin work and shall fully complete all work under this contract by September 25, 2020. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged for failure to complete within the allotted time at the rate of three hundred ($300.00) dollars per day for each calendar day until the job is completed, accepted, and approved by the Engineer.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The County shall pay the contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. A 5% retainage will be held from all invoices submitted to the County for payment until the final lien waivers and other close out paperwork are furnished to the County.

ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the County that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five days after receipt of written notice, then the County shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

MICROSURFACE TREATMENT
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When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the County Engineer within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor along with the final lien waivers. This estimate shall be based on square yards of alligator cracked pavement repair, pavement sealing, and microsurfacing laid, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

**ARTICLE 6. THE CONTRACT DOCUMENTS:**

The Advertisement for Bids, Information for Bidders, Wage Rates, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as if hereto attached.

**ARTICLE 7. SAFETY PROGRAM TRAINING REQUIREMENT:**

The contractor to whom the contract is awarded and any subcontractor under such contract shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the County two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.

**ARTICLE 8. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)**

**Examination of Records**

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

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

MICROSURFACE TREATMENT

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the County this _____ day of __________, 20__.

Executed by the Contractor this 21st day of February, 20__.

CONTRACTOR MISSOURI PETROLEUM

BY ____________________________

Greg McMurtrey
President/CEO

TITLE ____________________________

COUNTY EXECUTIVE

ATTEST ____________________________

John Soller
Asst. Secretary

ATTEST ____________________________

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Robert Schnur, DIRECTOR OF FINANCE

MICROSURFACE TREATMENT
MS-20

CA-3
PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, Missouri Petroleum Products Company LLC, Principal and Address
1620 Woodson Road, St. Louis, MO 63114, as Principal, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116, as Surety and Address

as Surety, are held and firmly bond unto the County of St. Charles, Missouri, hereinafter called Obligee, in
the amount of $293,110.90*, for the payment of which we jointly and severally bind ourselves,
our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

Two Hundred Ninety Three Thousand, One Hundred Ten and 90/100

WHEREAS, the Principal has entered into a contract with Obligee for Microsurfacing Treatment
describe briefly MS-20, IFB 20-007 ; and

WHEREAS, the Obligee requires the Principal enter into a surety bond satisfying the terms of Section
107.170 R.S. Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment, or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety’s liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S. Mo.

Signed and sealed this 27th day of February, 2020.

Greg McMurry
President/CEO

Missouri Petroleum Products Company LLC
BY: [Signature]

Liberty Mutual Insurance Company
BY: [Signature]

Debra J. Scarborough, Attorney-in-Fact
Surety Telephone: (617) 357-8500

MICROSURFACE TREATMENT
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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.

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

Certificate No. 8200158

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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 Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint:

Christy M. Braile, Laura M. Buhmeister, Megan L. Burns-Haaty, Jeffrey C. Carey, Mary T. Flanagan, Tahhtiia M. Fry, C. Stephens Grigg, Rebecca S. Leal, Charissa D. Lecey, Patrick T. Pribyl, Debra J. Sarchborough, Evan D. Szemore, Charles R. Teter, III

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 _19th_ day of _December_ , 2018.

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

By: 
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this _19th_ day of _December_ , 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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:


Any officer or other official of the Corporation 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 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.


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 of 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 any certified copy or any power of attorney issued by the Company in connection with surety bonds, shall be as binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 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 ______, 2018.

By:

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMC OCIC WAC Multi Co_062018
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

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

*a (corporation, duly authorized by law to do business as a construction

contractor in the State of Missouri, and

Liberty Mutual Insurance Company of 175 Berkeley Street, Boston, MA 02116

(hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of
the State of Missouri, are held and firmly bound unto the St. Charles County, (hereinafter called the
"County"), in the penal sum of Two Hundred Ninety Three Thousand, One Hundred Ten and 90/100 Dollars
($ 293,110.90).

lawful money of the United States, for the payment of which to be made unto said County, we bind
ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these
presents as follows:

The conditions of this obligation are such that, whereas on the 27th day of
February, 2020, the said Principal entered into a written Agreement, which Agreement is
hereby made a part hereof, with the said County for the construction of:

Microsurface Treatment, MS-20, IFB 20-007

NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing
Contract according to all the terms thereof, and shall, as soon as the work contemplated by said contract is
completed, pay to the proper parties all amounts due for all labor and material required by this contract in
the construction of such work, and all insurance premiums for both compensation and all other kinds of
insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise,
then this obligation shall be void. Otherwise it shall remain in full force and effect, and may be called on
for the use and benefit by any person furnishing material or performing labor, either as an individual or as
a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed and held, any contractor on the contrary notwithstanding,
to consent without notice.

a) To the extension of time to the contractor in which to perform the contract

MICROSURFACE TREATMENT
MS-20

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b) To changes in the plans, specifications, amount of work or contract.

c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the County at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in Four (4) original counterparts as of the 27th day of February, 2020.

*Line out the inapplicable designation.

ATTEST:

John Soll, Asst. Secretary

SEAL

ATTEST

Tahjila M. Fry, Witness

Missouri Petroleum Products Company LLC

Principal (SEAL)

Greg McMurtrey
President/CEO

Liberty Mutual Insurance Company

Debra J. Scarborough, Attorney-in-Fact
Surety Telephone: (317) 357-9500

MICROSURFACE TREATMENT
MS-20

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**Request for Taxpayer Identification Number and Certification**

> Go to www.irs.gov/FormW9 for instructions and the latest information.

<table>
<thead>
<tr>
<th>Form W-9 (Rev. 10-2018)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of the Treasury Internal Revenue Service</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lionmark Construction Companies LLC</td>
</tr>
<tr>
<td>Missouri Petroleum Products Company LLC</td>
</tr>
<tr>
<td>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
</tr>
<tr>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>C Corporation</td>
</tr>
<tr>
<td>S Corporation</td>
</tr>
<tr>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/estate</td>
</tr>
<tr>
<td>Exempt payee code (if any)</td>
</tr>
<tr>
<td>Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>(Applies to accounts maintained outside the U.S.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5 Address (number, street, and apt. or suite no.) See instructions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1620 Woodson Road</td>
</tr>
<tr>
<td>City, state, and ZIP code</td>
</tr>
<tr>
<td>St. Louis, MO 63114</td>
</tr>
<tr>
<td>List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

**Part I  Taxpayer Identification Number (TIN)**
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>43-18-5744</td>
</tr>
</tbody>
</table>

**Part II  Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<table>
<thead>
<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
# Certificate of Liability Insurance

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 have additional insured provisions or 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 endorsements.

### Producer
- **Name:** McGriff, Seibels & Williams, Inc.
- **Address:** P.O. Box 10265, Birmingham, AL 35202

### Insured
- **Name:** Missouri Petroleum Products Company, LLC
- **Address:** 1620 Woodson Road, St. Louis, MO 63114

### Contact
- **Name:** Martha Lee Hawkins
- **Phone:** 600-476-2211 (Ext.):
- **Fax:** 600-476-2211
- **Email:** mhawkins@mcriff.com

### Insurers Affording Coverage
- **NAIC #**
  - **Insurer A:** American Guarantee and Liability Insurance Company, 26247
  - **Insurer B:** Arch Insurance Company, 11150
  - **Insurer C:**
  - **Insurer D:**
  - **Insurer E:**
  - **Insurer F:**

### Coverages

<table>
<thead>
<tr>
<th>RESR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD/ISSUED</th>
<th>YRWD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Commercial General Liability</td>
<td>Claim Made</td>
<td>Occur</td>
<td>ZAGLB09218903</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>Each Occurrence $2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>Automobile Liability</td>
<td>Any Auto</td>
<td>Own Autos Only</td>
<td>ZACAT0241203</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>Combined Single Limit (Ex. accident) $2,000,000, Bodily Injury (Per Person) $1,000,000, Bodily Injury (Per Accident) $1,000,000, Property Damage (Per Accident) $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Umbrella Liability</td>
<td>Occur</td>
<td>Claims-Made</td>
<td>SX5107133002</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>Each Occurrence $20,000,000, Aggregate $20,000,000</td>
</tr>
<tr>
<td>B</td>
<td>Workers Compensation and Employers' Liability</td>
<td></td>
<td></td>
<td>ZAWCH09380003</td>
<td>Part I WC excludes ND, OH, WA, WY; Part II EL includes ND, OH, WA, WY</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

St. Charles County is included as Additional Insured with respect to General Liability, Automobile Liability, and Excess/Umbrella Liability policies as required per written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

### Certificate Holder

**St. Charles County Highway Department**
301 North Third Street
St. Charles, MO 63301

### Cancellation

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

**Authorized Representative**

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