Title of Bid: Asphalt Surface Treatment

Bid #: 20-003

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

Description (product/service, justification and use):

This project consists of maintenance sealing of a portion of the asphalt roadways overlaid in 2019.

This year we intend to treat approximately 16 miles.

Funding for this project was approved within the 2020 budget on 12/18/2019. The Department budgeted $375,000.00 from the Rural Roads and Bridges portion of the Transportation Fund (see page 181) for this work. The estimated expenditure is $373,781.52 for 2020.

We received one bid this year, similar to last year. It is unclear why other previous bidders did not respond. In past years, all bidders have been able to meet our specifications and the specifications continue to remain unchanged.

Award to: Innovative Roadway, LLC
Location: 493 Dr. M. Roper Parkway N., Bullard, TX 75757

Price: $373,781.52
Contract term (if applicable):

Bid opening held on: 4/19/19
Opened by: Finance

Account number to be charged for purchase: 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 #: 20-003

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalteic Maintenance</td>
<td>St. Charles, MO</td>
<td></td>
<td>No</td>
<td>Response</td>
</tr>
<tr>
<td>Ford Asphalt</td>
<td></td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>NuCoat Sealing</td>
<td>St. Louis, MO</td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Pace Construction</td>
<td>Arnold, MO</td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Musselman &amp; Hall</td>
<td>Pacific, MO</td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Parking Lot Maintenance</td>
<td>Lake St. Louis, MO</td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Thoenle Asphalt</td>
<td>St. Charles, MO</td>
<td></td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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

Vendor: 
Vendor: 

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

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

[Signature]

Date: 2/12/2020

Approval or Concurrence of Director of Finance

[Signature]

Date: 2/14/2020

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
## Asphalt Surface Treatment 2020

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Innovative Roadway Solutions, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td><strong>Approx. Quant.</strong></td>
</tr>
<tr>
<td>Asphalt Surface Treatment</td>
<td>222,489 SY</td>
</tr>
<tr>
<td><strong>Unit Price</strong></td>
<td><strong>Cost</strong></td>
</tr>
<tr>
<td>$1.68</td>
<td>$373,781.52</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$373,781.52</strong></td>
</tr>
</tbody>
</table>

Suitable bid security in the amount $__________

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.

$11,124.45

This is a list of the responses received, and is provided for informational purposes only. This is not a Notice of Award.
ST. CHARLES COUNTY

INVITATION FOR FORMAL BIDS
IFB 20-003

FOR
Asphalt Surface Treatment

ON COUNTY ROADS

IN
ST. CHARLES COUNTY, MISSOURI

PROJECT AS-20

ST. CHARLES COUNTY HIGHWAY DEPARTMENT
301 NORTH THIRD STREET
ST. CHARLES, MISSOURI 63301

ROAD WORK
NOTICE TO CONTRACTORS
Invitation for Formal Bid 20-003

Notice is hereby given that the St. Charles County Highway Department will receive sealed bids for asphalt surface treatment on various County roads at the office of the Finance Director in the County Administration Building, 201 North Second Street, Room 541, St. Charles, Missouri, until 10:00 a.m. on the 7th day of February, 2020, at which time all bids will be publicly opened and read in Conference Room 334 of the County Administration Building.

The project shall include all work incidental to the supply and placement of approximately 222,489 square yards of asphalt surface treatment, to be paid for by the square yard.

The bid proposal shall be made on a form provided by the County, delivered in a sealed envelope, and deposited in the office of the Finance Director on or before the time specified above. The proposal shall be accompanied by bid bond, cashier's check or certified check for an amount not less than five percent of the bid amount. The amount of the check or bid bond shall be forfeited to the County upon failure or refusal of the successful bidder to enter into a contract or to furnish bond after his proposal has been accepted.

The County reserves the right to require the successful bidder to file proof of his ability to properly execute the project together with his record of successful completion of similar projects. The County reserves the right to reject any and all bids or proposals submitted, or to advertise for new bids. The County reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding forty-five (45) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign and return the contract and other required certificates and documents in quadruplicate within ten (10) days after the date of the receipt of the award of the contract. The successful bidder shall file certificates with the County that he has obtained and will continue to carry workmen's compensation insurance, public and private liability and property damage insurance and builders risk insurance in the specified amounts for the duration of the contract.

The contractor shall not commence work prior to the date of written notice from the County Engineer to begin work and shall complete all work by calendar day September 25, 2020. Full Notice to Proceed is expected to be on or about April 27, 2020. The County and the contractor may mutually agree to begin work on certain streets prior to the full NTP.

Special Needs: If you have special needs addressed by the Americans with Disability Act, please notify Purchasing Manager at (636)949-7465 at least five (5) working days prior to the bid opening.

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

Craig Tajkowski, P.E.
County Engineer
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<tr>
<td>Payment and Material Bond</td>
<td>PMB-1</td>
</tr>
</tbody>
</table>
INFORMATION FOR BIDDERS FOR
THE PLACEMENT OF ASPHALT SURFACE TREATMENT
ON COUNTY ROADS IN ST. CHARLES COUNTY, MISSOURI

1. RECEIPT AND OPENING OF BIDS:

The County of St. Charles (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Finance Department, in the County Administration Building, 201 North Second Street, Room 541, St. Charles, Missouri, until 10:00 am on February 7, 2020 at which time, in Room 534, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the County Highway Department c/o Finance Department, and designated as:

"IFB 20-003: Bid for Asphalt Surface Treatment – Project AS-20"

The County may consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bids received after the time and date specified will be considered as “No Bid” and “Void” and will not be opened.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed, in ink or typewritten. Mistakes must be crossed out, corrections typed or written in ink, and must be initialed by the person signing the bid. An original signature by an authorized officer of the company in BLUE ink is required on the submitted bid. All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, the name of the project for which the bid is submitted, and the date and time of bid opening noted in the lower left corner. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County. The bidder is also specifically advised that no second-tier subcontracting will be permitted on this project. The successful bidder must provide a list of proposed suppliers and subcontractors which must be accepted prior to commencing work.

4. EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign four copies of the contract, performance bond, and payment and material bond and return them to the County within ten (10) days after receipt of the contract. Failure to execute the contract and bonds and return them to the County within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the County.
St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

5. **QUALIFICATIONS OF BIDDER:**

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

6. **BID SECURITY:**

Each bid must be accompanied by cash, certified check of the bidder, cashier's check or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the County, in the amount of 5 percent of the bid. Such cash, check or bid bond will be returned to all except the three lowest bidders within fifteen (15) days after the opening of bids, and the remaining cash, checks, or bond bonds will be returned promptly after the County and the accepted bidder have executed the contract, or, if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. **LIQUIDATED DAMAGES:**

a. **FAILURE TO ENTER INTO CONTRACT:**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the County as liquidated damages for such failure or refusal, the security deposited with his bid.

b. **TIME OF COMPLETION:**

Bidder must agree to not commence work prior to the date to be specified in written "Notice to Proceed" from the County and to fully complete the project by September 25, 2020. Full Notice to Proceed is expected to be on or about April 27, 2020. The County and the contractor may mutually agree to begin work on certain streets prior to the full NTP.

If the contract work is not fully completed according to the terms of the contract within the time limit specified, the contractor shall pay to the County, as liquidated damages, a sum equal to three hundred ($300.00) dollars per day for each calendar day until the job is 100% completed, accepted, and approved by the Engineer. The job is not considered 100% complete until ALL ITEMS of work, including clearance of deficiencies, are finished.

8. **CONDITIONS OF WORK:**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as ASPHALT SURFACE TREATMENT AS-20
possible, the contractor in carrying out his work must employ such methods or means so as to not cause any interruption of or interference with the work of any other contractor.

9. **ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing, addressed to:

St. Charles County Highway Department  
Attn: John Lyons  
301 North Third Street  
St. Charles, Missouri, 63301

or by e-mail to John Lyons at jlyons@scemo.org

To be given consideration request must be received at least one (1) week prior to the date fixed for the opening of bids.

Any and all such interpretations to the specifications which, if issued, will be faxed, delivered by courier, or mailed by certified mail with return receipt to all prospective bidders (at the respective addresses furnished for such purposes), not later than four (4) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. The contractor shall sign all addenda acknowledgments issued by the County and return it with the bid proposal.

General questions about County bidding procedures should be emailed to Pam Luesse at pluesse@scemo.org.

10. **POWER OF ATTORNEY:**

Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. **LAWS AND REGULATIONS:**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

12. **METHOD OF AWARD-LOWEST RESPONSIVE, RESPONSIBLE BIDDER:**

The contract will be awarded to the lowest responsive, responsible bidder, however the County reserves the right to reject any or all bids.

13. **OBLIGATION OF BIDDER:**

At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda).

**ASPHALT SURFACE TREATMENT**
**AS-20**
The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

14. **TAXES:**

Bidders shall include in their proposals any sales or use taxes, which they are required by law to pay. The County shall supply the Contractor with a Missouri Project Exemption Certificate. The certificate authorizes the Contractor and any subcontractors to purchase, without sales tax, tangible personal property to be incorporated or consumed in the construction of the project pursuant to Section 144.062 RSMo.

15. **RIGHT-OF-WAYS:**

The County will provide all right-of-ways upon which work is to be done.

16. **INSURANCE:**

The contractor, including any sub-contractor(s), shall carry adequate liability, property damage, workers compensation and other such insurance coverages as may be deemed necessary by the County in the performance of the Contract. All insurance(s) shall be written by a company licensed to do business in the State of Missouri and satisfactory to the County in amounts no less than those specified below.

The insurance must include blanket underground coverage including, but not limited to, accident or injury to the destruction of wires, conduit, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury or accident is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating burrowing, tunneling or drilling. The policy’s must provide coverage for accident, injury (or death) to or destruction of any property arising from blasting or explosion or the collapse of or structural damage to any buildings or structures due to grading of land, excavating, burrowing, backfilling or tunneling.

The cost of the insurance shall be included in the price bid for the various items or work and no additional payments will be made therefor.

The County shall have the right to require contractor (and/or sub-contractor) to increase any or all such insurance policy limits while the contract work is in progress in the event the County Engineer, or his designee, determines that unusual or special risks revealed by the work so required and in such amounts as the County may determine to be appropriate.

Certificates of Insurance evidencing such coverage, must be furnished, prior to the signing of the contract with the County. The County shall be named as an Additional Insured on each of the respective policies and include a provision for at least thirty (30) days written notice to the County of any material change or cancellation.

Workers’ Compensation: Statutory limits and Employer’s Liability with limits no less than $500,000.

Automobile, General Liability and Property Damage: Minimum coverage to be maintained by Contractor and each sub-contractor in the amount of $1,500,000 for bodily injury or death to any one person and $3,000,000 per occurrence. Property Damage of at least $1,000,000. In the alternative, a Combined Single Limit policy in the minimum amount of $3,000,000. Automobile coverage must include non-owned vehicles.

**ASPHALT SURFACE TREATMENT**

AS-20  IB- 4
17. **PERFORMANCE BOND:**

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the County, conditioned for the faithful performance of this contract and the guarantee of the work. Both contract and bond shall be executed in quadruplicate and in a form acceptable to the County. The cost of the performance bond shall be incidental to the price bid for other items.

18. **PAYMENT AND MATERIALS BOND:**

A bond will be required for the full amount (100 percent Labor and Material) of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the County, conditions for the faithful payment of this Contract. The bond shall be executed in quadruplicate and in a form acceptable to the County. The cost of the payment and materials bond shall be incidental to the price bid for other items.

19. **BID RESULTS:**

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

20. **USE OF ST. CHARLES COUNTY IN ADVERTISING:**

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

21. **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars ($25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met. If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

22. **GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES**

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be the St. Charles County Standard Specifications for Arterial Highway Construction, 2006 (hereinafter referred to as the Standard Specifications) for the roadway and insurance ASPHALT SURFACE TREATMENT AS-20

IB- 5
requirements together with the General and Job Special Provisions and other County and State
requirements contained in the contract documents.

Special attention is called to the following sections:

A. The contractor shall comply with all the provisions of Section 806 in regards Temporary
Water Pollution and the Storm Water Pollution Prevention Plan.

B. The contractor shall comply Section 106.9 in regards to the Buy America Policy.

C. The contractor shall be familiar with Sections 104.2 Differing Site Conditions, 104.3 Changes
in the Work, 104.4 Notification of Differing Site Conditions and Changes in the Work, 105.1.2
Suspension of Work, 108.6 Temporary Suspension of Work, 108.15 Suspension of Work
Directed by the Engineer, 109.4 Differing Site Conditions and Changes in the Work, and
109.12 Change Orders.

23. **SCOPE CHANGES**

The County reserves the right to remove a portion of the work if insufficient funds are available
to cover the entire amount of the bid.

24. **SAFETY PROGRAM TRAINING REQUIREMENT:**

All contractors and subcontractors are subject to and must comply with the requirements of section
292.675 of the Revised Statutes of Missouri, which are included in the Job Specifications.

25. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED** (Missouri Revised Statutes
Section 285.530)

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

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

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

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

- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation
response.

ASPHALT SURFACE TREATMENT
AS-20

IB - 6
These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for one year from the date of the notarized affidavit.

** PLEASE NOTE: 
Acceptable enrollment and participation documentation consists of a valid copy of the signature page (page 11) of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:


25. OPEN RECORDS

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

26. VETERAN FRIENDLY EMPLOYMENT POLICY

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

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

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

Please include a copy of your veteran friendly employment policy with your submission.
**PROPOSAL for IFB 20-003**

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

In response to the advertisement inviting proposals for the 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):

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>APPROX. QUAN.</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Surface Treatment</td>
<td>222,489 SY</td>
<td>$1.68</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**  
$373,781.82

Suitable bid security in the amount of five percent of bid ($5% of bid) 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: Innovative Roadway Solutions, LLC  
BY: Kevin King, President  
TITLE:  
ADDRESS: 493 Doctor M. Roper Parkway, Bullard, TX 75757  
TELEPHONE: 903-894-4520  
DATE: 02/07/20

---

**LIMITED LIABILITY COMPANY**

**2018**  
**TAS**  
**BULL**  
**CE**

**ASPHALT SURFACE TREATMENT**  
**AS-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: Innovative Roadway Solutions, LLC

Business Address: 493 Doctor M. Roper Parkway, Bullard, TX 75757

Business Hours 7AM-5PM Monday - Friday

Phone: 903-894-4520 FAX: 903-894-4620

Email address: kking@innovativeroaddwaysolutions.com

Contact Person: Kevin King

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

Date: 02/07/20

ASPHALT SURFACE TREATMENT
AS-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 Kevin King ___________________________ (Name of Business Entity Authorized Representative) as President ___________________________ (Position/Title) first being duly sworn on my oath, affirm Innovative Roadway Solutions, 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 Innovative Roadway Solutions, 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.)

[Signature]
Authorized Representative’s Signature

President ___________________________
Title ___________________________

kking@innovativeroadwaysolutions.com
E-Mail Address

Subscribed and sworn to before me this 7th of February, 2020, I am commissioned as a notary public within the County of St. Charles, State of Missouri, and my commission expires on 03/08/2021.

[Signature]
Signature of Notary

ASPHALT SURFACE TREATMENT
AS-20

PROP- 3

CH 303444
JAMES FINN
Notary Public Notary Seal
STATE OF MISSOURI
Commissioned for St. Charles County
My Commission Expires: March 8, 2021
Commission # 17904614
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 Favord 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
Innovative Roadway Solutions, LLC

Kevin King, President

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>
</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

ASPHALT SURFACE TREATMENT
AS-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: Innovative Roadway Solutions, LLC

By: [Signature] Kevin King, President

Date: 02/07/20

ASPHALT SURFACE TREATMENT
AS-20

PROP- 5
ANTI-COLLUSION STATEMENT

STATE OF MISSOURI  TEXAS

CITY/COUNTY OF Smirri

Kevin King

being first duly sworn, deposes and says that he is

President

Title of Person Signing of

Innovative Roadway Solutions, 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

Kevin King, President

BY

BY

BY

SWORN to before me this 7th day of February 20

Notary Public

My Commission Expires

CHRISTOPHER JAMES FINN
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Charles County
Commission Expires 2/29/21
Commission # 1, 2018-4

ASPHALT SURFACE TREATMENT
AS-20

PROP- 6
## Estimated Quantity Breakdown
### Asphalt Surface Treatment
#### AS-20

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>STREET NAME</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH (FT)</th>
<th>WIDTH (FT)</th>
<th>PROJECTED AREA (SQ)</th>
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</thead>
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<tr>
<td>EASTERN</td>
<td>BETHMAN RD</td>
<td>SEEBURGER RD</td>
<td>HUSTER RD</td>
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<td>SNEAK RD</td>
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<td>HWY T</td>
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<td>WESTERN</td>
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<td></td>
<td></td>
<td></td>
<td><strong>TOTAL:</strong> 222,489</td>
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</table>
Bid Bond

CONTRACTOR:
(Name, legal status and address)
Innovative Roadway Solutions, LLC
493 Dr. M. Roper Pkwy. N.
Bullard, TX 75757

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
301 North Third Street
St. Charles, MO 63301

BOND AMOUNT: $50,000
Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Asphalt Surface Treatment on County Roads, Project AS-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 sixty (60) days.

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

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

Signed and sealed this 7th day of February, 2020

(Witness)

[Signature]

By:

[Signature]

Innovative Roadway Solutions, LLC
(Principal)

Liberty Mutual Insurance Company
(Surety)

[Signature]
(Surety)

By:

[Signature]

Liberty Mutual Insurance Company
(Principal)

[Signature]
(Surety)

By:

[Signature]

Liberty Mutual Insurance Company
(Surety)

Surety Phone No. 617-357-9500
KNOW 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 New Jersey, and that West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and that the undersigned, 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 herein 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 By-laws and Authorization 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 limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


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

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

Authorization - By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, 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 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, 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 7th day of February, 2020. 

[Signature]

Renee C. Llewellyn, Assistant Secretary
January 1, 2020

NOTICE

TO:  All Managers, Superintendents and Supervisory Personnel

As a Federal Contractor, Innovative Roadway Solutions will maintain a working environment free of harassment, intimidation and coercion for all employees, with specific attention to minority and females, at all projects sites and facilities.

Discrimination means to treat an individual or group differently because of race, creed, color, religion, gender, age, national origin or disability.

Harassment includes sexual harassment or harassment based on race, creed, color, religion, gender, age, national origin or disability.

A. Sexual harassment is unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature.

B. Harassment includes, but is not limited to, verbally or physically abusive, insulting, hostile or intimidating behavior or conduct toward another individual on the basis of race, creed, color, religion, gender, age, national origin or disability.

As Supervisors, it is your responsibility to insure that all locations have such a work environment.

Joe Reichmuth, E.E.O. Officer
January 1, 2020

CERTIFICATION OF NON-SEGREGATED FACILITIES

Innovative Roadway Solutions, a Federal Contractor, hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. Innovative Roadway Solutions further certifies that it does not permit employees to perform their services, at any location under its control, where segregated facilities are maintained.

The term "segregated facilities" means waiting rooms, work areas, restrooms and washrooms, 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, age, religion, sex, disability, color, national origin, being a disabled veteran, or a veteran of the Vietnam Era, because of habit, local custom, or otherwise.

Joe Reichmuth, E.E.O. Officer

Pace Construction Company, LLC is proud to be an equal opportunity and affirmative action employer regardless of race, color, gender, age, sexual orientation, gender identity, religious belief, marital status, genetic information, national origin, disability or protected veteran status.
January 1, 2020

TO ALL EMPLOYEES

NOTICE

Innovative Roadway Solutions is committed to nondiscrimination in employment. Any person applying for employment with this company will not be discriminated against because of race, age, religion, sex, disability, color, national origin, being a disabled veteran, or a veteran of the Vietnam Era.

If you know of a minority or female interested in working with this company, please ask them to contact the project Superintendent for an employment application.

Joe Reichmuth
E.E.O. Officer
January 1, 2020

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Innovative Roadway Solutions to assure that applicants are employed, and the employees are treated during employment, without regard to race, age, religion, sex, disability, color, national origin, being a disabled veteran, or a veteran of the Vietnam Era. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

It is the responsibility of the Equal Employment Opportunity Officer, Joe Reichmuth, to see that Innovative Roadway Solution’s Equal Employment Opportunity Policy and Affirmative Action Plan are maintained in compliance with established guidelines. It is his duty to actively seek out minority and/or female employees and subcontractors, make sure their employees and supervisors are familiar with this company’s EEO policies, conduct periodic job site inspections to see that discrimination does not exist and that training programs are being carried out properly and review certified payrolls to see that wages are being paid in accordance with State, Federal and Union guidelines.

As an employee, if you believe you are covered by the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and/or the Americans with Disabilities Act of 1990, and wish to volunteer this information, please contact Joe Reichmuth, EEO Officer. All information will be held in confidence, except as stated in the Affirmative Action Plan.

Should you wish to review the Affirmative Action Plan of Innovative Roadway Solutions, please contact Joe Reichmuth at (314) 524-7223, Monday through Friday, 8:00 A.M. to 4:30 P.M., or he may be reached at the address listed below.

Kevin King, President

Innovative Roadway Solutions, LLC is proud to be an equal opportunity and affirmative action employer regardless of race, color, gender, age, sexual orientation, gender identity, religious beliefs, marital status, genetic information, national origin, disability or protected veteran status
January 1, 2020

TO WHOM IT MAY CONCERN:

Please be advised that Joe Reichmuth is the Equal Employment Opportunity Officer (EEO Officer) for Innovative Roadway Solutions.

His mailing address is: Joe Reichmuth, EEO Officer
Innovative Roadway Solutions
1620 Woodson Road
St. Louis, MO 63114

His phone number is: (314) 524-7223 Ext.204

He may be reached from 8:00 A.M. to 4:30 P.M., Monday through Friday.

It is his responsibility to see that Innovative Roadway Solution’s EEO policies are maintained in compliance with established guidelines. It is his duty to actively seek out minority and/or female employees and subcontractors; make sure their employees and supervisors are familiar with this company's EEO policies, conduct periodic jobsite inspections to see that discrimination does not exist and that training programs are being carried out properly; and review certified payrolls to see that wages are being paid in accordance with State, Federal and Union guidelines.

If you have any questions on the matter, please contact Joe Reichmuth.

Sincerely,

Innovative Roadway Solutions

[Signature]

Kevin King, President

---

Innovative Roadway Solutions, LLC is proud to be an equal opportunity and affirmative action employer regardless of race, color, gender, age, sexual orientation, gender identity, religious beliefs, marital status, genetic information, national origin, disability or protected veteran status.
THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Innovative Roadway LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.


ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following 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:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. 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(f)) 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, 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.
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 prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it 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 participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, 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). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. 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 verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin 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.
Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

b. The Employer agrees not 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 based on this Article.

3. 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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA’s database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA’s database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4216.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and
case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight 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.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the
B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer’s participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/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 the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.

3. 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 cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, 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.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. 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.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. 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.

E. The Employer understands that 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.
Company ID Number: 1279579

Approved by:

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Department of Homeland Security – Verification Division

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