Title of Bid: 2021 Concrete Removal and Replacement A  
Bid #: 21-020  

Dept.: Highway    Contact Person: John Lyons    Ext.: 8999

Description (product/service, justification and use):

This project consists of our annual repairs for County maintained, small City owned concrete streets.

The Cities have selected approximately 28,000 square yards of damaged concrete street pads for removal and replacement. This contract will cover those repairs along with all incidentals.

Funding for this project was approved within the 2021 Annual Budget on 12/22/2020. The Department budgeted $1,286,000.00 from the Concrete Slab Replacement line item (see page 172) for small city roads. The entirety of the contract will be reimbursed by the participating small cities. Estimated expenditure is $1,281,680 for 2021.

Award to: M&H Concrete Contractors, Inc.    Location: 3151 Industrial Park Place W., St. Peters, MO 63376

Price: $1,281,680.00  Contract term (if applicable):

Bid opening held on: 1/21/2021  Opened by: Finance

Account number to be charged for purchase: 201-9020-46661

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:
| Item No. | Description | Vendor | Unit of Measure | Est. Quan. | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost |
|---------|-------------|--------|-----------------|-----------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|
|         | Concrete Replacement | M & H Concrete Contractors, Inc. | Amoron Municipal Concrete, LLC | Spencer Contracting Co. | Sweetens Concrete Services | Pavement Solutions, LLC | Reineri Construction, LLC | E.Meier Contracting |
| 1       | Mobilization | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2       | Saw Cutting | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3a      | Concrete Replacement, 6-inch thick | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3b      | - with EMPC concrete mix | SY | 23,000 | $48.72 | $1,120,560.00 | $51.60 | $1,186,500.00 | $53.30 | $1,229,500.00 | $53.35 | $1,227,050.00 | $63.35 | $1,457,050.00 | $57.25 | $1,316,750.00 | $63.00 | $1,449,000.00 |
| 4a      | Concrete Replacement, 7-inch thick | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4b      | - with EMPC concrete mix | SY | 800 | $50.20 | $40,160.00 | $56.00 | $44,800.00 | $56.30 | $45,040.00 | $57.45 | $45,960.00 | $64.79 | $51,832.00 | $68.00 | $54,400.00 | $69.00 | $55,200.00 |
| 5a      | Concrete Replacement, 8-inch thick | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5b      | - with EMPC concrete mix | SY | 200 | $54.80 | $10,960.00 | $60.00 | $12,000.00 | $58.80 | $11,760.00 | $64.30 | $19,290.00 | $72.72 | $21,816.00 | $75.00 | $22,500.00 | $74.00 | $22,200.00 |
| 6       | Remove Unsuitable Subgrade | CY | 60 | $35.00 | $2,100.00 | $10.00 | $600.00 | $25.00 | $1,500.00 | $18.00 | $1,080.00 | $16.24 | $3,374.40 | $32.00 | $1,920.00 | $45.00 | $2,700.00 |
| 7       | Replace Unsuitable Material with 1-inch minus Base Rock | CY | 30 | $28.00 | $840.00 | $15.00 | $450.00 | $25.00 | $750.00 | $20.85 | $625.50 | $45.06 | $1,351.80 | $25.00 | $750.00 | $66.00 | $1,980.00 |
| 8       | Replace Unsuitable Material with 2-inch minus Base Rock | CY | 30 | $28.00 | $840.00 | $15.00 | $450.00 | $25.00 | $750.00 | $20.85 | $625.50 | $45.06 | $1,351.80 | $35.00 | $1,050.00 | $66.00 | $1,980.00 |
| 9       | Breaking of Concrete Pavement Lugs | HR | 10 | $140.00 | $1,400.00 | $150.00 | $1,500.00 | $150.00 | $1,500.00 | $150.00 | $1,500.00 | $168.88 | $1,688.80 | $160.00 | $1,500.00 | $150.00 | $1,500.00 |
| 10      | Sidewalk Replacement, including ramp | SF | 1,000 | $9.80 | $9,800.00 | $10.50 | $10,500.00 | $11.00 | $11,000.00 | $13.00 | $13,000.00 | $8.58 | $8,580.00 | $10.00 | $10,000.00 | $13.00 | $13,000.00 |
| 11      | Detectable warning pad (truncated dome) | SF | 150 | $14.00 | $2,100.00 | $20.00 | $3,000.00 | $15.00 | $2,250.00 | $15.00 | $2,250.00 | $22.16 | $3,324.00 | $20.00 | $3,000.00 | $20.00 | $3,000.00 |
| 12      | Vertical curb replacement | LF | 250 | $32.00 | $3,000.00 | $10.00 | $2,500.00 | $17.00 | $4,250.00 | $12.00 | $3,000.00 | $14.59 | $3,647.50 | $30.00 | $7,500.00 | $15.00 | $5,750.00 |
| 13      | Ceramix Expansion Joint Material 2" thick x 8" deep | LF | 400 | $6.00 | $2,400.00 | $8.50 | $3,400.00 | $5.00 | $2,000.00 | $5.00 | $2,000.00 | $3.73 | $1,492.00 | $5.50 | $2,200.00 | $6.00 | $2,400.00 |
| 14      | Joint Repair | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15a     | Concrete Replacement | SY | 100 | $78.60 | $7,860.00 | $80.00 | $8,000.00 | $84.00 | $8,400.00 | $95.00 | $9,500.00 | $103.86 | $10,386.00 | $90.00 | $9,000.00 | $90.00 | $9,000.00 |
| 15b     | - with EMPC concrete mix | SY | 50 | $82.00 | $4,100.00 | $90.00 | $4,500.00 | $89.00 | $4,450.00 | $96.00 | $4,950.00 | $115.00 | $5,750.00 | $125.00 | $6,250.00 | $100.00 | $5,000.00 |
| TOTAL   | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Security Amount | | | | | | | | | | | | | | | | | | | | | | | | | | |

This is a list of the responses received, and is provided for informational purposes only. This is not a Notice of Award.
FORMAL BID – REQUEST FOR APPROVAL

Bid #: 21-020

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>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amcon Municipal Concrete LLC</td>
<td>850 Lonestar Dr., O'Fallon, MO 63366</td>
<td>$1,363,650.00</td>
<td>True</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Sweetens Concrete Services, LLC</td>
<td>207 East Koenig Ave, Wentzville, MO 63385</td>
<td>$1,413,125.50</td>
<td>True</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Spencer Contracting Co.</td>
<td>3073 Arnold Tenbrook Rd, Arnold MO 63010</td>
<td>$1,402,210.00</td>
<td>True</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Pavement Solutions, LLC</td>
<td>20 Mid Rivers Trade Ct, Ste 110, St. Peters, MO</td>
<td>$1,664,569.30</td>
<td>True</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Raineri Construction, LLC</td>
<td>1300 Hampton Ave, Ste 200, St. Louis, MO</td>
<td>$1,634,820.00</td>
<td>True</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>E. Meier Contracting</td>
<td>860 Westwood Ind. Ct, Weldon Spring, MO</td>
<td>$1,668,110.00</td>
<td>True</td>
<td>Yes</td>
<td>No</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: 1/27/21

Approval or Concurrence of Director of Finance

[Signature]

Date: 2/3/21

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.
CONTRACT AGREEMENT
CONCRETE REMOVAL AND REPLACEMENT: PROJECT CR-21A
IFB 21-020

This Agreement, made between M & H CONCRETE CONTRACTORS, INC., hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of ONE MILLION TWO HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS 00/100 ($1,281,680.00), 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 prior to July 10, 2021. 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 line items provided in the contract, 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, 2020 is a part of this contract as fully as if hereto attached.

**ARTICLE 7. RATES OF PAY:**

The Contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Contractor shall forfeit to the County one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place.

**ARTICLE 8. 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 9. 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.
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 2nd day of February, 2021.

CONTRACTOR: M & H Concrete Contractors, Inc.  
ST. CHARLES COUNTY, MISSOURI

BY ____________________________  
Mark Rubinstein  
TITLE Vice-President  
COUNTY EXECUTIVE

ATTEST ____________________________  
Janel Foerstel  
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
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned M & H Concrete Contractors, Inc. of 3151 Industrial Park Place West, St. Peters, MO 63376

*Corporation, duly authorized by law to do business as a construction contractor in the State of Missouri, and Fidelity and Deposit Company of Maryland of 1299 Zurich Way, Schaumburg, IL 60196

(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 One Million Two Hundred Eighty-One Thousand Six Hundred Eighty and No/100 Dollars ($1,281,680.00).

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 2nd day of February 2021, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said County for the construction of:

Concrete Removal and Replacement: Project CR-21A

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
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 One (1) original counterparts as of the 2nd day of February, 2021.

*Line out the inapplicable designation.

ATTEST: [Signature]

M & H Concrete Contractors, Inc.
PRINCIPAL
BY: [Signature] SEAL
Mark Rubinstein, Vice-President
Fidelity and Deposit Company of Maryland
SURETY
BY: [Signature] SEAL
Gregory L. Stanley, Attorney-in-Fact

CONCRETE REMOVAL AND REPLACEMENT
CR-21A
PB - 2
PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, M & H Concrete Contractors, Inc., as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, as Surety, are held and firmly bond unto the County of St. Charles, Missouri, hereinafter called Obligee, in the amount of $1,281,680.00, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for Concrete Removal and Replacement: Project CR-21A; 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 2nd day of February, 2021.

M & H Concrete Contractors, Inc.

BY: Mark Rubinstein, Vice-President

Fidelity and Deposit Company of Maryland

BY: Gregory L. Stanley, Attorney-in-Fact
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Cindy ROHR, Joel KARSTEN, Karen SPECKHALS, Christopher J. O'HAGAN, Brandi L. BULLOCK, Don K. ARDOLINO and Kimberly Ann CONNELL, all of St. Louis, Missouri, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of October, A.D. 2018.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of October, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and sworn, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of February, 2021.

Michael C. Fey, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577
STATE OF Missouri

COUNTY OF St. Louis

On 2/2/2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Gregory L Stanley known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 07-14-2022

Notary Public
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: M & H Concrete Contractors, Inc.

Business Address: 3151 Industrial Park Place West
St. Peters, MO 63376

Business Hours 8:30am - 4:30pm

Phone: 636-379-9682 FAX: 636-379-9684

Email address: office@mandhconcrete.com

Contact Person: Janel Foerstel

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

Date: January 21, 2021
**PROPOSAL for IFB 21-020**

In response to the advertisement inviting proposals for the removal and replacement of concrete street and in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>EST. QUAN</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>INCIDENTAL: No Direct Payment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Saw Cutting</td>
<td>INCIDENTAL: No Direct Payment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3a</td>
<td>Concrete Replacement, 6-inch thick</td>
<td>SY</td>
<td>23,000</td>
<td>48.72</td>
<td>1,120,560.00</td>
</tr>
<tr>
<td>3b</td>
<td>- with EMPC concrete mix</td>
<td>SY</td>
<td>500</td>
<td>50.72</td>
<td>25,360.00</td>
</tr>
<tr>
<td>3c</td>
<td>Concrete Replacement, 7-inch thick</td>
<td>SY</td>
<td>800</td>
<td>50.20</td>
<td>40,160.00</td>
</tr>
<tr>
<td>4a</td>
<td>- with EMPC concrete mix</td>
<td>SY</td>
<td>100</td>
<td>52.40</td>
<td>5,240.00</td>
</tr>
<tr>
<td>4b</td>
<td>- with 8.25 sack concrete mix</td>
<td>SY</td>
<td>100</td>
<td>52.40</td>
<td>5,240.00</td>
</tr>
<tr>
<td>5a</td>
<td>Concrete Replacement, 8-inch thick</td>
<td>SY</td>
<td>300</td>
<td>54.80</td>
<td>16,440.00</td>
</tr>
<tr>
<td>5b</td>
<td>- with EMPC concrete mix</td>
<td>SY</td>
<td>700</td>
<td>56.40</td>
<td>39,480.00</td>
</tr>
<tr>
<td>6</td>
<td>Remove Unsuitable Subgrade</td>
<td>CY</td>
<td>60</td>
<td>35.00</td>
<td>2,100.00</td>
</tr>
<tr>
<td>7</td>
<td>Replace Unsuitable Material with 1-inch minus Base Rock</td>
<td>CY</td>
<td>30</td>
<td>28.00</td>
<td>840.00</td>
</tr>
<tr>
<td>8</td>
<td>Replace Unsuitable Material with 2-inch minus Base Rock</td>
<td>CY</td>
<td>30</td>
<td>28.00</td>
<td>840.00</td>
</tr>
<tr>
<td>9</td>
<td>Breaking of Concrete Pavement Lugs</td>
<td>HR</td>
<td>10</td>
<td>140.00</td>
<td>1,400.00</td>
</tr>
<tr>
<td>10</td>
<td>Sidewalk Replacement, including ramp</td>
<td>SF</td>
<td>1,000</td>
<td>9.80</td>
<td>9,800.00</td>
</tr>
<tr>
<td>11</td>
<td>Detectable warning pad (truncated dome)</td>
<td>SF</td>
<td>150</td>
<td>14.00</td>
<td>2,100.00</td>
</tr>
<tr>
<td>12</td>
<td>Vertical curb replacement</td>
<td>LF</td>
<td>250</td>
<td>12.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Ceramor Expansion Joint Material 2&quot; thick x 8&quot; deep</td>
<td>LF</td>
<td>400</td>
<td>6.00</td>
<td>2,400.00</td>
</tr>
<tr>
<td>14</td>
<td>Joint Repair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15a</td>
<td>Remove and replace joint from 4-foot to 8-foot wide</td>
<td>SY</td>
<td>100</td>
<td>78.60</td>
<td>7,860.00</td>
</tr>
<tr>
<td>15b</td>
<td>- with EMPC concrete mix</td>
<td>SY</td>
<td>50</td>
<td>82.00</td>
<td>4,100.00</td>
</tr>
</tbody>
</table>

**TOTAL** $1,281,680.00
Suitable bid security in the amount of Sixty Four Thousand Eighty Four and 00/100 Dollars ($64,084.00) 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 July 10, 2021, 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    M & H Concrete Contractors, Inc.
BY            Mark Rubinstein
TITLE         Vice-President
ADDRESS       3151 Industrial Park Place West
              St. Peters, MO 63376
TELEPHONE     636-379-9682
DATE          January 21, 2021
ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF St. Charles

Mark Rubinstein

being first duly sworn, deposes and says that he is

Vice-President

Title of Person Signing

of M & H Concrete Contractors, Inc.

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 21 day of January 2021.

[Signature]

Notary Public

My Commission Expires March 21, 2023

A GRECO
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 15161297
My Commission Expires 03-21-2023

CONCRETE REMOVAL AND REPLACEMENT
CR-21A

PROP - 4
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 Mark Rubinstein __________________________ (Name of Business Entity Authorized
Representative) as Vice-President __________________________ (Position/Title) first being duly
sworn on my oath, affirm M & H Concrete Contractors, Inc.

Business Entity Name) is enrolled and will continue to participate in the E-Verify federal
work authorization program with respect to employees hired after enrollment in the
program who are proposed to work in connection with the services related to contract(s)
with the County for the duration of the contract(s), if awarded in accordance with
subsection 2 of section 285.530, RSMo. I also affirm that M & H Concrete Contractors, Inc.
____________________________ (Business Entity Name) does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted
services provided to the contract(s) for the duration of the contract(s), if awarded.

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

Authorized Representative’s Signature: __________________________
Mark Rubinstein
Printed Name: __________________________

Vice-President: __________________________
Title: __________________________
Date: __________________________

office@mandhconcrete.com
E-Mail Address: __________________________

Subscribed and sworn to before me this 21 of January, 2021, I am
(DAY) (MONTH, YEAR)

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

(NAME OF STATE), and my commission expires on 3-21-2023.

Signature of Notary: __________________________
Date: __________________________

CONCRETE REMOVAL AND REPLACEMENT
CR-21A PROP - 5
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: ___________________________
Mark Rubinstein

COMPANY NAME: M & H Concrete Contractors, Inc.

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

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

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

SIGNATURE: ___________________________

COMPANY NAME: ___________________________

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

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

CONCRETE REMOVAL AND REPLACEMENT
CR-21A

PROP - 6
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: M & H Concrete Contractors, Inc.

By: Mark Rubinstein

Date: January 21, 2021
Company ID Number: 208202

Approved by:

<table>
<thead>
<tr>
<th>Employer</th>
<th>M &amp; H Concrete Contractors, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Please Type or Print)</td>
<td>Title</td>
</tr>
<tr>
<td>Ronald L Matteson</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Electronically Signed</td>
<td>04/22/2009</td>
</tr>
</tbody>
</table>

Department of Homeland Security - Verification Division

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>USCIS Verification Division</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Electronically Signed</td>
<td>04/22/2009</td>
</tr>
<tr>
<td>Information Required for the E-Verify Program</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Information relating to your Company:</td>
<td></td>
</tr>
<tr>
<td>Company Name</td>
<td>M &amp; H Concrete Contractors, Inc.</td>
</tr>
<tr>
<td>Company Facility Address</td>
<td>3151 Industrial Park Place West</td>
</tr>
<tr>
<td></td>
<td>Saint Peters, MO 63376</td>
</tr>
<tr>
<td>Company Alternate Address</td>
<td></td>
</tr>
<tr>
<td>County or Parish</td>
<td>SAINT CHARLES</td>
</tr>
<tr>
<td>Employer Identification Number</td>
<td>430989785</td>
</tr>
<tr>
<td>North American Industry Classification</td>
<td>237</td>
</tr>
<tr>
<td>Classification Systems Code</td>
<td></td>
</tr>
<tr>
<td>Parent Company</td>
<td></td>
</tr>
<tr>
<td>Number of Employees</td>
<td>20 to 99</td>
</tr>
<tr>
<td>Number of Sites Verified for</td>
<td>1</td>
</tr>
</tbody>
</table>
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>Janel S Foerslel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(636) 379 - 9682</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(636) 379 - 9684</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:office@mandhconcrete.com">office@mandhconcrete.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Ronald L Matteon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(636) 379 - 9682</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(636) 379 - 9684</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:mhconcret@aol.com">mhconcret@aol.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Amanda M Greco</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(636) 379 - 9682</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(636) 379 - 9684</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:mhconcret@aol.com">mhconcret@aol.com</a></td>
</tr>
</tbody>
</table>
Bid Bond

CONTRACTOR:
(Name, legal status and address)
M & H Concrete Contractors Inc.
3151 Industrial Park Place West
Saint Peters, MO 63376

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1295 Zurich Way
Schaumburg, IL 60196-1056

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

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Project No. IFB 21-020, Concrete Removal and Replacement-Project CR-21 A

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

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

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

Signed and sealed this 21st day of January, 2021

[Signatures]

(Witness)

[Signatures]

(Witness)

M & H Concrete Contractors Inc.

(Principal)

(Surety)

Mark Rubinstein, Vice-President

Fidelity and Deposit Company of Maryland

(Surety)

Gregory L. Stanley, Attorney-in-Fact
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Cindy ROHR, Joel KARSTEN, Karen SPECKHALS, Christopher J. O'HAGAN, Branli L. BULLOCK, Don K. ARDOLONO and Kimberly Ann CONNELL, all of St. Louis, Missouri, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice- President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of October, A.D. 2018.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of October, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposes and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of January, 2021.

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsiclaims@zurichna.com
800-626-4577
STATE OF Missouri

COUNTY OF St. Louis

On 1/21/2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Gregory L Stanley known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: Patti S. Bruce Smith Notary Public

State of Missouri
St. Louis City
Commission # 140828857
My Commission Expires 07-14-2022

Patti S. Bruce Smith
Notary Public
Bid Bond

CONTRACTOR:
(Name, legal status and address)
M & H Concrete Contractors Inc.
3151 Industrial Park Place West
St. Peters, MO 63376

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

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

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Project No. IFB 21-020, Concrete Removal and Replacement-Project CR-21 A

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

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

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

Signed and sealed this 21st day of January 2021

M & H Concrete Contractors Inc.

(Principal) (Seal)

(Title)

Fidelity and Deposit Company of Maryland

(Surety) (Seal)

(Title)

Gregory L. Stanley, Attorney-in-Fact
INVITATION FOR FORMAL BIDS
IFB 21-020

FOR

CONCRETE REMOVAL AND REPLACEMENT
PROJECT CR-21 A

ON COUNTY ROADS

IN

ST. CHARLES COUNTY, MISSOURI

ST. CHARLES COUNTY HIGHWAY DEPARTMENT
301 NORTH THIRD STREET
ST. CHARLES, MISSOURI 63301
ROAD WORK
NOTICE TO CONTRACTORS
Invitation for Formal Bid 21-020

Notice is hereby given that the St. Charles County Highway Department will receive sealed bids for concrete pavement removal and replacement 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 2:00 p.m. on Thursday January 21, 2021, at which time all bids will be publicly opened and read in Room 116 of the County Administration Building.

Due to the Coronavirus, all St Charles County bids will be received and opened on the first floor of the St Charles County Administrative Building, 201 North Second Street, Room 116, St. Charles, Missouri 63301. Sealed Bids for IFB 21-020 Concrete Removal and Replacement 2021-A on County Roads will be received until 2:00 P.M. (prevailing Central Time) on Thursday, January 21, 2021. The bid will be opened publicly at 2:00 PM in Room 116. It is highly recommended that you mail or have your bid delivered via UPS, FedEx, courier, etc., with plenty of time to arrive prior to the day of the bid opening. If you are delivering your bid the day of the opening and intend to stay, you will be screened for temperature in the lobby on the first floor prior to admittance of the bid opening. If your bid is dropped off prior to the opening there will be someone in the lobby to receive it.

The project shall include all work incidental to removal and replacement of approximately 25,400 square yards of concrete slabs and repair of approximately 150 square yards of joints in various subdivisions throughout the County, to be paid for by the square yard. Method of payment will be per cubic yard for removal and replacement of unsuitable material, per hour for removal of pavement lugs, per square foot for removal and replacement of sidewalk, and per square foot for placement of detectable warning panels. Mobilization and ALL saw cutting will be considered incidental to the project, no direct payment will be made.

Please draw special attention in the Job Specifications to Concrete Pavement Section 4.6.7.

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.

Missouri Annual Wage Order 27 as amended July 1, 2020 shall be in effect for this project.

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 before July 10, 2021. Notice to Proceed is expected to be on or about March 8, 2021.

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
# Project CR-21A

*IFB 21-020*

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INFORMATION FOR BIDDERS FOR

CONCRETE REMOVAL AND REPLACEMENT

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 2:00 p.m. on Thursday January 21, 2021 at which time, in Room 116, 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 21-020: Bid for Concrete Removal and Replacement– Project CR-21A."

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.

One [1] signed original, marked as such, and one [1] signed copy 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 bid 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 July 10, 2021. The County plans to issue the Notice to Proceed on or about March 8, 2021. 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 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@sccmo.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 in the St. Charles County Purchasing Department at PLonguee@sccmo.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). 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 therefore.

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 $1,000,000.00.

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

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 at [http://www.sccmo.org/Bids.aspx](http://www.sccmo.org/Bids.aspx) click on “show Closed/Awarded/Cancelled bids”, select bid and click on “related documents”. **No phone calls please.** The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

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, 2020* (hereinafter referred to as the Standard Specifications) for the roadway and insurance 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.

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:

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26. **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.

27. **VETERAN FRIENDLY EMPLOYMENT POLICY**

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

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

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

Please include a copy of your veteran friendly employment policy with your submission.
**PROPOSAL for IFB 21-020**

In response to the advertisement inviting proposals for the removal and replacement of concrete street and in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

<table>
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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>EST. QUAN</th>
<th>UNIT PRICE</th>
<th>COST</th>
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<tr>
<td>1</td>
<td>Mobilization</td>
<td>INCIDENTAL: No Direct Payment</td>
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<tr>
<td>2</td>
<td>Saw Cutting</td>
<td>INCIDENTAL: No Direct Payment</td>
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<tr>
<td>3a</td>
<td>Concrete Replacement, 6-inch thick with EMPC concrete mix</td>
<td>SY</td>
<td>23,000</td>
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<tr>
<td>3b</td>
<td>- with 8.25 sack concrete mix</td>
<td>SY</td>
<td>500</td>
<td></td>
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<tr>
<td>4a</td>
<td>Concrete Replacement, 7-inch thick with EMPC concrete mix</td>
<td>SY</td>
<td>800</td>
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<tr>
<td>4b</td>
<td>- with 8.25 sack concrete mix</td>
<td>SY</td>
<td>100</td>
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<td>5a</td>
<td>Concrete Replacement, 8-inch thick with EMPC concrete mix</td>
<td>SY</td>
<td>300</td>
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<tr>
<td>5b</td>
<td>- with 8.25 sack concrete mix</td>
<td>SY</td>
<td>700</td>
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<td>6</td>
<td>Remove Unsuitable Subgrade</td>
<td>CY</td>
<td>60</td>
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<tr>
<td>7</td>
<td>Replace Unsuitable Material with 1-inch minus Base Rock</td>
<td>CY</td>
<td>30</td>
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<tr>
<td>8</td>
<td>Replace Unsuitable Material with 2-inch minus Base Rock</td>
<td>CY</td>
<td>30</td>
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<tr>
<td>9</td>
<td>Breaking of Concrete Pavement Lugs</td>
<td>HR</td>
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<tr>
<td>10</td>
<td>Sidewalk Replacement, including ramp</td>
<td>SF</td>
<td>1,000</td>
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<td>11</td>
<td>Detectable warning pad (truncated dome)</td>
<td>SF</td>
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<td>12</td>
<td>Vertical curb replacement</td>
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<tr>
<td>13</td>
<td>Ceramar Expansion Joint Material 2” thick x 8” deep</td>
<td>LF</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Joint Repair</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Remove and replace joint from 4-foot to 8-foot wide</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>15a</td>
<td>- with EMPC concrete mix</td>
<td>SY</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15b</td>
<td>- with 8.25 sack concrete mix</td>
<td>SY</td>
<td>50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** $__________________
Suitable bid security in the amount of _______________________________ Dollars ($__________________) 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 July 10, 2021, 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 ______________________________________________________

BY ____________________________________________________________

TITLE __________________________________________________________

ADDRESS ______________________________________________________

_______________________________________________________________

TELEPHONE _____________________________________________________

DATE __________________________________________________________
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: ____________________________________________________

Business Address: _____________________________________________________

_______________________________________________________________________

Business Hours______________________________________________________

Phone: ________________________ FAX: _______________________

Email address: _________________________________________________________

Contact Person: ________________________________________________________

Authorized Signature: _________________________________________________

(Indicates acceptance of all bid terms and conditions)

Date: __________________________
ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF __________

being first duly sworn, deposes and says that he is __________________________

Title of Person Signing

of ______________________________________________________________________

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 ___________ day of __________ 20 ___.

__________________________________________

Notary Public

My Commission Expires ________________________
AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now _______________________________ (Name of Business Entity Authorized Representative) as _______________________________ (Position/Title) first being duly sworn on my oath, affirm ____________________________________________

Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _______________________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

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

Authorized Representative’s Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this __________ of _____________. I am

(DAY) (MONTH, YEAR)

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

(NAME OF COUNTY)

(NAME OF STATE), and my commission expires on ____________________

(Date)

Signature of Notary

Date
EXHIBIT A

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

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

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

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

SIGNATURE

COMPANY NAME

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

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

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

SIGNATURE

COMPANY NAME

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

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

By: ________________________________

Date: ________________________________
## Estimated Quantity Breakdown

**Concrete Removal and Replacement 2021**

**CR-21A**

<table>
<thead>
<tr>
<th>City</th>
<th>Subdivision/Street Name</th>
<th>Project Area (SY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>COTTLEVILLE</td>
<td>COURTYARDS OF HARMONY RIDGE</td>
<td>200</td>
</tr>
<tr>
<td>COTTLEVILLE</td>
<td>MADISON PARK VILLAS</td>
<td>200</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>ABEROON VILLAGE SUBD</td>
<td>1,150</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>CAMPBELL VILLAGE SUBD</td>
<td>1,150</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>CANVAS COVE SUBD</td>
<td>1,250</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>DARDENNE ESTATES SUBD</td>
<td>1,450</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>LEWIS AND CLARK VILLAGE SUBD</td>
<td>1,250</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>McCULLE VILLAGE SUBD</td>
<td>5,750</td>
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<tr>
<td>DARDENNE PRAIRIE</td>
<td>QUAIL HOLLOW SUBD</td>
<td>560</td>
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<tr>
<td>DARDENNE PRAIRIE</td>
<td>STERLING CROSSING SUBD</td>
<td>1,650</td>
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<tr>
<td>DARDENNE PRAIRIE</td>
<td>VILLAGES AT BAINBRIDGE SUBD</td>
<td>3,350</td>
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<td>DARDENNE PRAIRIE</td>
<td>WESTBOUGH FARMS SUBD</td>
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<tr>
<td>DARDENNE PRAIRIE</td>
<td>WHISPERING FINES SUBD</td>
<td>850</td>
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<td>DARDENNE PRAIRIE</td>
<td>BATES ROAD</td>
<td>270</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>FEISE ROAD</td>
<td>530</td>
</tr>
<tr>
<td>DARDENNE PRAIRIE</td>
<td>McCULRE ROAD</td>
<td>540</td>
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<td>WELDON SPRING</td>
<td>CAMELOT SUBD</td>
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<td>WELDON SPRING</td>
<td>MERONTAL LANE</td>
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<td>WELDON SPRING</td>
<td>WRENNYCK PLACE SUBD</td>
<td>700</td>
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<td>WELDON SPRING</td>
<td>CEDAR GLEN SUBD</td>
<td>580</td>
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<tr>
<td>WELDON SPRING</td>
<td>HIGHLANDS SUBD</td>
<td>300</td>
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<tr>
<td>WELDON SPRING</td>
<td>LUCERN MANOR SUBD</td>
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</tr>
<tr>
<td>WELDON SPRING</td>
<td>GREY OAKS SUBD</td>
<td>40</td>
</tr>
<tr>
<td>ST. PAUL</td>
<td>RIVERDALE SUBD</td>
<td>720</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td>25,130</td>
</tr>
</tbody>
</table>

### Joint Repair

<table>
<thead>
<tr>
<th>Streets / Subdivisions Already Listed, No Mobilization Fee</th>
<th>150</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL:</strong></td>
<td>150</td>
</tr>
</tbody>
</table>
1. GENERAL INFORMATION

The County of St. Charles, Missouri, is receiving sealed proposals for concrete street removal and replacement, subgrade removal and replacement with compacted base rock 4-inch thick, joint sealing, and backfill with topsoil, seed and straw.

All work and material shall be in accordance with the St. Charles County Standard Specifications for Arterial Highway Construction – 2020, unless modified herein, and shall be subject to approval by the St. Charles County Engineer. Copies of the specifications for all work contemplated under this contract can be obtained by contacting the St. Charles County Highway Department at 636-949-7305.

The contractor shall comply with the State Statutory Provisions concerning the payment of prevailing wages on public works Section 290.210 through 290.340 RSMo 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 Relations of the State of Missouri. The contractor shall forfeit to the County, one hundred ($100.00) dollars for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract by him or by any subcontract under him.

Special attention is directed to Paragraph 107.4.1 of the Standard Specifications regarding the identification of the Contractor’s Safety Officer. In cases of calls from the County Police Department or other public safety agencies regarding public safety hazards arising from or related to the work performed under this contract, the County will first try to contact the Contractor’s on-site representatives (Superintendent or Project Manager) for correction. When unable to reach the on-site representatives, or in cases where they are non-responsive, the County will contact the Safety Officer. It will be the responsibility of the Superintendent, Project Manager, or Safety Officer to take the actions necessary to immediately correct the public safety concerns identified, regardless of the day or time.

Special attention is also directed to Paragraph 612.30.2 Flaggers and the requirements therein. Additional flaggers may be required where side streets intersect between the two end of work zone flaggers. It is the Contractor’s responsibility to provide sufficient flaggers to handle the traffic efficiently and safely.

The Applicant for this Contract will be required to provide proof of lawful presence in accordance with the requirements of Section 208.009 RSMo at or before the Pre-construction Conference. The Applicant for a Corporation or Company will be considered to be the person signing either the Bid Documents and/or the Contract. Proof of lawful presence can be a Missouri Driver’s License or any other documentation listed in the statute.

2. CONSTRUCTION SAFETY PROGRAM REQUIRED:

All contractors and subcontractors are subject to and must comply with the requirements of section 292.675 of the Revised Statutes of Missouri, which is included below:
292.675. Definitions--on-site training required--workers to maintain documentation of completion of training--resolution or ordinance required--violations, penalty--rulemaking authority

1. As used in this section, the following terms shall mean:

(1) “Construction”, construction, reconstruction, demolition, painting and decorating, or major repair;

(2) “Contractor”, any person entering into a contract with a public body for construction of public works which employs “on-site employees” for purposes of completion of the contract;

(3) “Department”, the department of labor and industrial relations;

(4) “On-site employee”, laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. “Directly engaged in construction” shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed “on-site employees”. Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be “directly engaged in construction;

(5) “Person”, any natural person, joint venture, partnership, corporation, or other business or legal entity;

(6) “Public body”, the State of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;

(7) “Public works”, all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. “Public works” includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility;

(8) “Subcontractor”, any person entering into a subcontract with a contractor for construction of public works which employs “on-site employees” for purposes of completion of the contract.

2. Any contractor for any public body for purposes of construction of public works and any
subcontractor to 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 which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

3. Any employee found on a work site subject to this section without documentation of the successful completion of the course required under subsection 2 of this section shall be afforded twenty days to produce such documentation before being subject to removal from the project.

4. The public body shall specify the requirements of this section in the resolution or ordinance and in the call for bids for the contract. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section or such employees must hold documentation of prior completion of the program. The public body awarding the contract shall include this requirement in the contract. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, 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. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The public body awarding the contract shall include notice of these penalties in the contract. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor’s failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

5. In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the public body and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in
which the public works project is located.

6. If the contractor or subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the contractor or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

7. The department may establish rules and regulations for the purpose of implementing the provisions of this section. Any rule or portion of a rule, as that term is defined in section 536.010, RSMo, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536, RSMo, and, if applicable, section 536.028, RSMo. This section and chapter 536, RSMo, are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536, RSMo, to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2008, shall be invalid and void.

8. This section shall not apply to work performed by public utilities which are under the jurisdiction of the public service commission, or their contractors, or work performed at or on facilities owned or operated by said public utilities.

9. The provisions of this section shall not apply to rail grade crossing improvement projects where there exists a signed agreement between the railroad and the Missouri department of transportation or an order issued by the department of transportation ordering such construction.

10. This section shall take effect on August 28, 2009.

(Statutes are subject to change by the Missouri General Assembly.)

3. 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.

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:


4. CONSTRUCTION REQUIREMENTS

4.1 General

4.1.1 Where conflicts may exist between the Job Specifications and the Standard Specifications, the Job Specifications will be applicable.

4.1.2 It is the responsibility of the contractor to obtain a permit from municipalities included in this work where such permit is required.

4.2 Material Tickets. Concrete and Rock tickets must be supplied for all material supplied to the project.

4.3 Full Depth Saw Cutting. Full depth saw cutting shall be required at the limits of the pavement removal, both longitudinal and transverse. Extreme care shall be taken to avoid damage to adjacent concrete pavement to remain in place. Damage to adjacent pavements will result in additional removals and replacements at the Contractor’s expense. Saw cutting is incidental to the work and no direct payment will be made.

4.4 Subgrade. All subgrade must be uniform and compacted to St. Charles County Specifications.

4.5 Base rock. All base rock must be compacted to St. Charles County Specifications. Use of minimum 5-ton smooth drum vibratory roller required. Use of vibrating tamping plate in areas inaccessible to 5-ton minimum vibratory may be permitted.
4.6 Concrete Pavement

4.6.1 The pavement shall not be opened to traffic until the concrete has attained a minimum compressive strength of 3500 psi.

4.6.2 A vibratory strike-off float is **required**.

4.6.3 A 10-foot straight edge is **required** in accordance with the specifications.

4.6.4 All concrete placed in pavements shall be consolidated by use of vibrator constructed for such purpose and having a frequency of not less than 4500 impulses per minute. Use of vibrator in consolidation of fresh concrete is **required**.

4.6.5 White pigmented membrane curing compound shall be applied under pressure to the concrete at a minimum rate of 150 square feet per gallon or as otherwise required to completely cover the concrete surface. Special attention is directed to paragraph 502.6 of the standard specifications. Apply cure compound immediately after finishing operations have been completed, and marring of the concrete will not occur.

4.6.6 Newly placed concrete pavement must be monitored to deter any vandalism until the concrete has cured sufficiently. If vandalism occurs and it is determined that the pavement needs to be replaced, replacement will be at the contractor’s expense in those cases where the necessary monitoring was not done.

4.6.7 Repair of damage to any driveway, sidewalk, or curb shall be made at the contractor's expense.

4.6.8 Drilling and doweling into existing concrete pavement shall be done with deformed epoxy coated steel bars, ASTM A615, Grade 40 or 60, minimum 16 inches long, 3/4 inch diameter. Dowel bars shall be placed on thirty (30) inch centers for longitudinal joints and eighteen (18) inch centers on transverse joints. **A hole 1/8 inch larger than the dowel shall be drilled into the center of the existing pavement so the dowel can be inserted in half the length of the dowel.** The dowel must be epoxied in place. **Epoxy shall be Liquid Roc 300 or approved equal. Contractor shall follow all manufacturer’s specifications for product use, including but not limited to cleaning dust from the drilled hole using a nylon brush; use of pressurized air to blow dust from hole; filling the drilled hole starting at the back to reduce air pockets; inserting bars by hand in a twisting motion to prevent “popping” of epoxy from drilled holes (use of a hammer will not be permitted).** The drilling, epoxy, and dowelling is incidental to the placement of the concrete and will not be paid for separately.

4.6.9 Joint repairs will be from 4-foot to under 8-foot in width (2-foot to 4-foot on each side of the defective joint) as marked in the field. All requirements for slab replacement will also be required for joint repairs. All repairs 8 feet and over in width will be paid for as slab replacement.

4.6.10 8 inch concrete pavement on Arterial Streets will require 1” smooth epoxy coated bars and baskets on all transverse joints.

4.6.11 At back of curb to concrete driveway, a 6” x 1” expansion joint shall be installed. At back of curb to concrete sidewalk or ramp area, a 6” x ½” expansion joint shall be installed. Expansion joint material is considered incidental and will not be paid for separately. If required by county representative, Ceramar expansion joint material used at driveways will be paid for at unit price. Ceramar material used at driveways also requires 16 penny nails every 12” to anchor Ceramar to concrete and prevent float out.
4.6.12 All vertical curb replaced with a section of pavement will be poured integral with pavement. When pinned on vertical curb is replaced on existing slab, deformed epoxy coated steel bars, ASTM AG15, grade 40 or 60, 8 inches long, 5/8 inch diameter, shall be installed vertically into existing pavement on 12 inch centers, and epoxied into place.

4.7 Pavement Joints

4.7.1 All joints shall be saw cut to one third of the pavement depth and be \textit{3/8 inch in width}. Routed or grooved joints will NOT be accepted. This saw cutting is incidental to the placement of the concrete and will not be paid for separately. Maximum spacing of transverse joints shall be 15 foot, unless directed by county representative.

4.7.2 All joints shall be sealed with either ASTM D6690 Type I or II rubberized material. This includes joints between back of curb and driveways, sidewalks, or other hard surfaces. Joints where a newly placed slab abuts an existing slab, the joint shall be saw cut 3/8 inch wide and 3/4 inch in depth to provide a reservoir to accept the new sealer. Joints on street surface must be squeegeed immediately after sealing to seal off the joint and provide a smooth riding surface. Joints at back of curb to driveway and back of curb to sidewalk shall not be squeegeed.

4.7.3 An expansion strip may be necessary to be installed where there is an existing slab with a crack that could cause the crack to spread into the newly place concrete pavement. Installation of expansion strip is incidental to the placement of the concrete and will not be paid for separately.

4.7.4 Type “A” modified expansion joints will be installed by the contractor (details enclosed – TD-1) at locations determined by the County. The Contractor will supply the ceramar expansion material to be paid per linear foot. All Type “A” modified expansion joints shall be sealed 30 days after replacement. Type “A” modified expansion joints that are installed when concrete is poured require 16 penny nails every 12” to anchor ceramar to concrete and prevent float out. Type “A” modified expansion joints that are saw-cut and installed later shall be 1 ¾” to 1 7/8” wide and filed with “Cera-rod” 2” diameter backer rod from W.R. Meadows Co. or equivalent. The county may direct the use of 2 inch wide ceramar to be used in joint between driveway and back of curb to prevent future street creep problems.

4.8 Sidewalks and Curb Ramps

4.8.1 This work consists of the construction of concrete sidewalk and associated handicap ramps at each location that may be indicated on the plans, or as otherwise directed by the Engineer. All sidewalks will be constructed four (4) inches thick except the actual ramp section shall be six (6) inches.

4.8.2 Sidewalk sections marked for removal shall generally be replaced utilizing the same concrete mix that is used for the nearby concrete pavement replacement, except that fine aggregates for concrete to be used in sidewalks shall, in addition to meeting the requirements of the Standard Specifications be free from coal and lignite materials as determined by AASHTO 113. However, the Engineer may instruct the contractor to use the pavement mix that matches adjoining slabs in the sidewalk. Handicap ramps shall be constructed according to the plan details, of concrete of the same mix design as concrete sidewalk.

4.8.3 A detectable warning panel, a minimum of 24 inches deep by 60 inches wide shall be installed per ADA requirements at each handicap ramp. The detectable warning panel shall consist of truncated domes meeting the requirements of the current ADA regulations. The detectable warning panel shall be colored “brick red” and be imbedded into the concrete. The product shall be “Armor Tile ADA” as manufactured by Engineered Plastics Inc. or an approved equal. The detectable warning panel shall be installed in strict
accordance with the manufacturer’s recommendations. Products that are bonded to the surface of the concrete shall not be allowed in new installations.

4.8.4 Care shall be taken to ensure that the detectable warning panel is installed along the profile of the ramp. If water ponds at any location along the ramp, the entire ramp shall be removed and recast.

4.8.5 White pigmented membrane curing compound shall be applied under pressure to the concrete at a minimum rate of 150 square feet per gallon or as otherwise required to completely cover the concrete surface. The detectable warning panel shall be protected during application of the curing compound.

4.8.6 All new joints in sidewalk and or ramp shall be saw cut to one third of the pavement depth routed or grooved joints will NOT be accepted. This saw cutting is incidental to the placement of the concrete and will not be paid for separately.

4.9 Traffic Control

4.9.1 Generally, one half of the street will be permitted to be worked on at one time. This results in two phases of work on each street. Additional phases will be required by county representatives in cases of intersecting streets, commercial entrances, sight distance issues, homeowner parking concerns, or any other issues determined by county representative. Long stretches of concrete replacement WILL be broken up into phases as directed by county personnel.

4.9.2 The barricades used must conform to section 1063.3 of the specifications (slim line channelizers). The barricades must be kept in good working condition and must be monitored daily so the new concrete will remain protected until sufficiently cured. Minimum 3 inch wide yellow caution tape shall be used around the barricades to help keep bicycle riders from riding through the fresh concrete. On a typical section of concrete that measures 13-foot wide x 16-foot long there shall be at a minimum of seven (7) barricades per section. On longer sections of concrete there shall be barricade spacing of no wider than eight (8) feet. Minimum of three (3) barricades must be used on each end of a replaced section of concrete.

4.9.3 In addition, the Contractor is hereby advised that regular (no less than twice weekly) checks of the traffic control devices placed under this contract shall be conducted. The Contractor shall take immediate action to correct any devices found to be missing, out of place, or in need of repair or cleaning. Failure to correct any deficiency, whether found by the Contractor or as notified by the County, will result in the withholding of payment from the Contractor’s invoice until such time the corrections are made and the devices are in place according to the original plan, or any approved modification thereof.

4.9.4 A flashing arrow board WILL be required on all Arterial Streets. Additional channelizers and lane closure signage WILL be required on arterial streets. Only one lane of any arterial roadway may be closed at one time. Additional traffic control measures may be required in difficult areas to conform with MUTCD guidelines and to safely control traffic.

4.9.5 Any road closures MUST be approved in advance, well designed and planned, and will include notification of schools, local businesses, emergency agencies, and any other required entities. Adequate detour routes shall be signed, and those signs maintained for the complete duration of the road closure.

4.10 Concrete Wash-Out. Proper methods of containment and disposal will be required. Any discharge to a storm inlet or ditch violates the County’s illicit discharge ordinance (Chapter 422, Unified Development Ordinance). Inspection of containment methods will be monitored for compliance. A portable wash-out trailer or facility will be required on site for all wash clean-up. Any washout material
that falls onto the street or ground will be required to be cleaned to the satisfaction of county personnel.

4.11 Clean Up. Sweeping and clean up shall be performed daily, unless otherwise directed by the department representative. The contractor may be required to use a street sweeper or self-powered broom to clean the required streets. All equipment and materials shall be removed if work is suspended for more than one week in a given subdivision.

4.12 Restoration. All finish work should be done as quickly as possible. Once the streets have re-opened to traffic, the backfill will be done within two (2) weeks. The cost to backfill curbs with topsoil and to seed & straw shall be included in the bid price for concrete replacement.

4.13 Project Completion. All work on this project, including site restoration and cleanup, must be completed prior to July 10, 2021.

5. BASIS OF PAYMENT

5.1 Mobilization.

5.1.1 Mobilization shall be incidental with the cost of the contract. No payment will be made.

5.1.2 All the joint repairs will be within the streets listed for concrete slab replacement. No mobilization payment will be made.

5.2 Full Depth Saw Cutting. Saw cutting of concrete pavement shall be incidental with the cost of the contract. No payment will be made for any saw cutting. Saw cutting must be full depth to ensure protection of adjacent pavement to remain in place. Saw cutting of construction joints in the newly placed concrete is also incidental to the concrete placement and will not be paid for separately.

5.3 Concrete Replacement. Concrete replacement will be paid for either as 6-inch thick, 7-inch thick or 8-inch thick and based on the concrete mix placed. The majority of the replacement concrete will be replaced with EMPC mix. Placement of 8.25 sack concrete will be at the direction of the County Engineer or his representative. Payment will be at the appropriate unit price bid per square yard for both the thickness and the concrete mix required. Regardless of the concrete thickness or mix, ALL per square yard prices shall include cost for full depth saw cutting prior to removal, concrete removal, 4-inch subgrade removal, compacting of the subgrade, 4-inch thick placement of 1-inch minus compacted rock base, installation of dowels, concrete replacement, sawing of control joints, traffic control placement and maintenance, providing and placing suitable backfill, seed and straw, sealing all joints, site cleanup, and restoration. The measurement for concrete removal and replacement will be made per square yard, regardless of the size and shape of marked concrete pavement, and measured to the nearest 0.1 square yard.

5.4 Objectionable Material. The removal of objectionable material will be as directed by the County Engineer or his representative and will be made in writing. Measurement of material removed will begin at the depth below the existing pavement thickness and 4-inch subgrade removal as detailed elsewhere in these specifications. The size of base rock used for the replacement of unsuitable material (either 1-inch minus or 2-inch minus) shall be at the discretion of the County Engineer or his representative. No payment will be made for this item unless written direction has been provided and the volume of unsuitable material has been field measured and documented by the County Engineer or his representative prior to the backfill with base rock.
5.5 **Pavement Lug Removal.** Breaking of pavement lugs will be paid at the unit price bid per hour for the hours required to remove the lugs over the time required to remove the associated pavement.

5.6 **Sidewalk.** Payment for sidewalk and detectable warning panels shall be made at the unit price bid in the contract per square foot to the nearest square foot.

5.7 **Concrete Curbs.** Replacement of any vertical curb will be paid at the contract unit price and paid per linear foot to the nearest foot. Replacement of 3-inch rolled curb will be incidental to concrete pavement replacement and measured as part of the pavement replacement.

5.8 **Curb Inlet Sump.** Four (4) square yards of concrete will be added to the total for each single curb inlet sump placed. Eight (8) square yards of concrete will be added to the total for each double curb inlet sump placed. All additional forming and concrete cost will be covered by these measurements.

5.9 **Ceramar Expansion Joint Material.** Ceramar Expansion Joint Material will be paid to the nearest lineal foot. Payment will only be made when used in Type “A” modified expansion joints in designated locations, and in front of a driveway as directed by county representative to reduce future damage from street creep.

5.10 **Joint Repair, 4-foot to 8-foot wide.** Joint repair will be paid for at the bid price per square yard. The majority of the replacement concrete will be replaced with EMPC mix (4000 psi at 28 days minimum). Placement of 8.25 sack concrete will be at the direction of the County Engineer or his representative. Payment will be at the appropriate square yard unit price for the concrete mix required. Regardless of the concrete thickness or mix, **ALL** per square yard prices include all cost for full depth saw cutting prior to removal, concrete removal, 4-inch subgrade removal, compacting the subgrade, placement of 4-inch of 1-inch minus compacted rock base, installation of dowels, concrete replacement, traffic control placement and maintenance, providing and placing suitable backfield, seed and straw, sealing all joints, and site cleanup and restoration. The measurement for payment for joint repair will be made to the nearest 0.1 square yard.

6. **PROJECT SUBMITTALS AND CLOSEOUT**

6.1 Although not an all-inclusive list, the following submittals shall be required by the CONTRACTOR prior to the start of construction:

- Bid Guaranty (IB-2) Submitted:___________
- Contract Agreement (CA-1 to CA-3, IB-1) Submitted:___________
- Performance Bond (PB-1&2, IB-5) Submitted:___________
- Payment and Material Bond (PMB-1, IB-5) Submitted:___________
- Certificate of Insurance (IB-4 to IB-5) Submitted:___________
- Affidavit of Work Authorization (IB-7) Submitted:___________
- Preliminary Work Schedule Submitted:___________
- List of Subcontractors (IB-1) Submitted:___________

6.2 The following documents are required from the CONTRACTOR to make Final Payment:

- Prevailing Wage Affidavit (Prime & Subcontractors) Submitted:___________

CONCRETE REMOVAL AND REPLACEMENT
CR-21A JS - 10
• Contractor's Certification Regarding Settlement of Claims (Prime) Submitted:___________
• Contractor's Final Lien Waiver (Prime) Submitted:___________
• All Subcontractors, shall supply final lien waivers for all material, labor and equipment.. Submitted:___________
• Contractor's Final Pay Invoice (Prime) Submitted:___________
• Final Change Order (Prime) Submitted:___________
• Final inspection and approval by the COUNTY ENGINEER Submitted:___________
INTEGRAL ROLLED CURB
1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule

2.1 Traffic management schedules shall be submitted to the engineer for review at or before the preconstruction meeting and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours. Any closures on MoDOT routes must be approved prior to closure by MoDOT. The notification of any lane closure is the responsibility of the contractor and the cancellation of lane closures is the responsibility of the County.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 8 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.6 In areas of high traffic volume, or any area of concern to the county representative, a dedicated flagger WILL be required to safely control and direct motorist accordingly.

3.0 Work Hour Restrictions.

3.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 3:00 p.m. on the last working day preceding the holiday until 7:00 a.m. on the first working day subsequent to the holiday.

3.2 The contractor shall not perform any construction operation on the roadway, (including the hauling of material within the project limits), during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Working hours for evening, weekends and holidays will be determined by the engineer.

4.0 Detours and Lane Closures.

4.1 At least one lane of traffic shall be maintained at all times except for brief intervals of time required when the movement of the contractor’s equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.
4.2 Temporary daytime closures of one lane will be permitted provided adequate warning signs and flagmen to safely control traffic during construction are in place. Operations will be immediately suspended should traffic restrictions be attempted on the existing roadway without the necessary flagmen being in place and properly equipped. No further payment will be made on the project until the Contractor has provided to the County sufficient proof that proper flagging procedures will be followed during any future operations requiring it.

4.2.1 On multi-lane pavements, lane closures will be permitted through the usage of flashing arrow panels, signage, and channelizers in lieu of flagman. A comprehensive lane closure plan, following the requirements spelled out in the Manual for Uniform Traffic Control Devices (MUTCD), must be submitted for approval prior to any lane closure. Arrow panels must be in good working order and all signs and channelizers must be clean and in generally good condition.

4.3 In addition, the Contractor is hereby advised that regular (no less than twice weekly) checks of the traffic control devices placed under this contract shall be conducted. The Contractor shall take immediate action to correct any devices found to be missing, out of place, or in need of repair or cleaning. Failure to correct any deficiency, whether found by the Contractor or as notified by the County, will result in the withholding of payment from the Contractor’s invoice until such time the corrections are made and the devices are in place according to the original plan, or any approved modification thereof.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, in the work zone traffic management plan.
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 prior to July 10, 2021. 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 line items provided in the contract, 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, 2020 is a part of this contract as fully as if hereto attached.

**ARTICLE 7. RATES OF PAY:**

The Contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Contractor shall forfeit to the County one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place.

**ARTICLE 8. 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 9. 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.
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: ___________________________  ST. CHARLES COUNTY, MISSOURI

BY___________________________________

TITLE_______________________________  COUNTY EXECUTIVE

ATTEST_____________________________  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
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned______________
________________________________________of __________________________________

(firm
*a corporation, duly authorized by law to do business as a construction
(partnership
contractor in the State of _______________________, and _______________________
________________________________________of __________________________________

(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

____________________________________________Dollars ($________________).

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 ______________day of
_________________20___, the said Principal entered into a written Agreement, which
Agreement is hereby made a part hereof, with the said County for the construction of :

________________________________________________________________________
________________________________________________________________________

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.

CONCRETE REMOVAL AND REPLACEMENT
CR-21A
PB - 1
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
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 ___________ original counterparts as of the ______________________________ day of _______________, 20___.

*Line out the inapplicable designation.

_____________________________________
Principal                          (SEAL)

ATTEST:

___________________________        BY

_________________________________
SEAL

_________________________________
ATTEST
PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, ______________________________________, Principal and Address
____________________________________________, as Principal, and ______________________________________, Surety and Address

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

WHEREAS, the Principal has entered into a contract with Obligee for ______________________________ describe briefly
________________________________________________________; 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 _____ day of ____________________ , 20____.

PRINCIPAL
BY: ____________________________________________

SURETY
BY: ____________________________________________
Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 27
Section 092
ST. CHARLES COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, anyone who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2020
Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations
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</tr>
<tr>
<td>Truck Driver</td>
<td>$27.58</td>
</tr>
<tr>
<td>Truck Control Service Driver</td>
<td></td>
</tr>
<tr>
<td>Group I</td>
<td></td>
</tr>
<tr>
<td>Group II</td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
<td></td>
</tr>
</tbody>
</table>

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 27

331/20
**Heavy Construction Rates for ST. CHARLES County**

<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$56.91</td>
</tr>
<tr>
<td>Millwright</td>
<td></td>
</tr>
<tr>
<td>Pile Driver</td>
<td></td>
</tr>
<tr>
<td>Electrician (Outside Lineman)</td>
<td>$69.60</td>
</tr>
<tr>
<td>Lineman Operator</td>
<td></td>
</tr>
<tr>
<td>Lineman - Tree Trimmer</td>
<td></td>
</tr>
<tr>
<td>Groundman</td>
<td></td>
</tr>
<tr>
<td>Groundman - Tree Trimmer</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>$48.30</td>
</tr>
<tr>
<td>General Laborer</td>
<td></td>
</tr>
<tr>
<td>Skilled Laborer</td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>$62.15</td>
</tr>
<tr>
<td>Group I</td>
<td></td>
</tr>
<tr>
<td>Group II</td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
<td></td>
</tr>
<tr>
<td>Truck Driver</td>
<td>$42.89</td>
</tr>
<tr>
<td>Truck Control Service Driver</td>
<td></td>
</tr>
<tr>
<td>Group I</td>
<td></td>
</tr>
<tr>
<td>Group II</td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
<td></td>
</tr>
</tbody>
</table>

Use **Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).**

Use **Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).**

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.*

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.**

ANNUAL WAGE ORDER NO. 27 3/31/20
OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.