



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 06, 2021
Bid Award

**IN THE MATTER OF AWARDING THE BID TO PACE
CONSTRUCTION COMPANY, LLC FOR HOT MIX OVERLAY
ON THORNTON, LITTLE TAVERN & OLD HWY 100 (PARTIAL)**

WHEREAS, a Public Notice to Bidders asking for sealed bids for Hot Mix Overlay on Thornton, Little Tavern & Old HWY 100 (partial) was published in the Washington Missourian June 09, 2021 edition for receipt by June 30, 2021; and

WHEREAS, three (3) bids were received from Pace Construction Company, LLC, Krupp Construction, and NB West Contracting; and

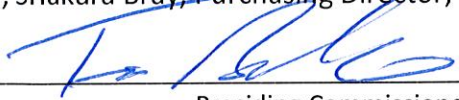
WHEREAS, after due deliberation and consideration, it is the recommendation of the Franklin County Purchasing Department that the contract for Hot Mix Overlay on Thornton, Little Tavern & Old HWY 100 (partial) be awarded to the lowest and most responsive bidder, Pace Construction Company, LLC, for the total amount not to exceed \$1,129,777.00, as shown in the Pricing Form attached hereto and incorporated by reference herein; and

WHEREAS, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to award the bid for Hot Mix Overlay on Thornton, Little Tavern & Old HWY 100 (partial) to Pace Construction Company, LLC.

IT IS THEREFORE ORDERED by the Franklin County Commission that the bid of \$1,129,777.00 for Hot Mix Overlay on Thornton, Little Tavern & Old HWY 100 (partial) is hereby awarded to Pace Construction Company, LLC and that the Presiding Commissioner, Tim Brinker, is authorized to execute any and all documents as may be necessary or desirable to carry out and comply with the intent of this Order for and on behalf of the County of Franklin, Missouri.

IT IS FURTHER ORDERED that a copy of this order be provided to Pace Construction Company, LLC; Jim Grutsch, Highway Administrator; Michelle Patke, Highway Department; Shakara Bray, Purchasing Director; Lynne Maloney, Accounts Payable; and to Angela Gibson, Auditor.

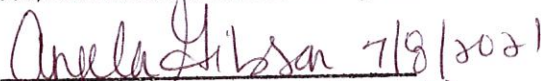
I hereby certify that there is a balance otherwise unencumbered to the credit of the current year appropriation to which this order is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund which payment is to be made, each sufficient to meet this obligation.



Presiding Commissioner



Commissioner of 1st District

Auditor 
Act. No. 200-901-697.200

Commissioner of 2nd District



FRANKLIN COUNTY
PURCHASING DEPARTMENT

June 1, 2021

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: RFB 2021-19 Hot Mix Overlay-Thornton, Little Tavern & Old HWY 100 (Partial)

Dear Commissioners,

On June 30, 2021 the Purchasing Department received and opened three bids. The publication date of the solicitation was June 9, 2021. The responses were from Pace Construction Company, LLC., Krupp Construction and NB West Contracting. Following review of the bids and speaking with Jim Grutsch, Hwy Administrator the Purchasing Department hereby submits recommendation for awarding the bid to Pace Construction Company, LLC as they are the lowest and most responsive.

If it pleases the Commission, an order to award is respectfully requested.

Thank you,

Shakara Bray, Purchasing Agent
Meagan Cowsert, Assistant Purchasing Agent

2021-19 Hot Mix Overlay Thornton, Little Tavern, & Old Hwy 100 (partial)

Vendor Name and Address	Required Pricing (Unit Price/Item Total)	Krupp Construction Old State Road 63021	415 Ellisville, Mo	Pace Construction Company, LLC 1620 Woodson Road, St. Louis, MO 63114
NB West Contracting 18637 Old Hwy 66 Pacific, MO 63069	\$2.51/\$28,363.00			
Tac Coat (11,300 GA)	\$63.00/\$1,008,000.00		\$5.04/ \$56,952.00	\$2.70/\$30,510.00
Bituminous Pavement (16,000 TN)	\$0.85/\$63,750.00		\$64.63/\$1,034,080.00	\$61.00/\$976,000
Profile Milling (Old 100) (75,000 SY)	\$8.00/\$11,200.00		\$1.47/\$110,250.00	\$0.85/\$63,750.00
Milling (1,400 SY)	\$21,000.00		\$13.97/\$19,558.00	\$12.00/\$16,800.00
Pavement Marking (130,000 LF)	\$11,500.00		\$0.21/\$27,300.00	\$0.13/\$16,900.00
Traffic Control (1.0 LS)			\$12,200.00	\$3,500.00
Mobilization (1.0 LS)			\$23,550.00	\$22,317.00
Project Total	\$1,164,613.00		\$1,283,890.00	\$1,129,777.00



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2021-19

TITLE: Thornton, Little Tavern & Old HWY 100 (partial)

Solicitation Schedule & Deadlines:

June 9, 2021	Solicitation Release/Advertising Date
June 16, 2021 2:00PM	Deadline for Submitting Questions
June 18, 2021 4:30 pm	Deadline to post Addendum
June 30, 2021 2:00 pm	Deadline to Submit Response
June 30, 2021 2:30 pm	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

June 30, 2021 2:00PM

Shakara Bray, Purchasing Agent

Meagan Cowser, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: Pace Construction Company, LLC

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Pace Construction Company LLC
1620 Woodson Road
St. Louis, MO 63114

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

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

OWNER:

(Name, legal status and address)

Franklin County
400 East Locust St.
Union, MO 63084

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Hot Mix Overlay Thorton, Little Tavern & Old Hwy. 100 Roads, Project No. 2021-19




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 30th day of June, 2021



(Witness)

Pace Construction Company LLC

(Principal)

(Seal)

By: 

(Title)

Ryan Casey
President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 

(Title) Debra J. Scarborough Attorney-in-Fact

Surety Phone No. 617-357-9500 x41177





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

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

Certificate No: 8205063-674009

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2021.



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

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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 23, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SUBMISSION CHECKLIST

I have reviewed the bid schedule and deadlines, located on the solicitation cover page

I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

USE THESE FORMS ONLY

Solicitation Cover page

Contractual Terms and Conditions Acknowledgement

Pricing Form completed and signed

Bid Bond or Cashier's check-5% of total bid

I have reviewed Annual Wage Order No. 28

Affidavit for Work Authorization is completed and Notarized

I have one original and two copies that are labeled accordingly

I have included contact information

Envelope is sealed and label attached

PROJECT OVERVIEW

Franklin County is seeking a qualified contractor to provide hot mix overlay for Thornton, Little Tavern and Old HWY 100 roads. The work shall consist of a bituminous overlay on an existing asphalt surface. The completion date of the project is no later than October 1, 2021.

The bid is to include all labor, materials, equipment, services, etc. required for the performance and completion of the project. Items listed with respective quantities on the price sheet are tack coat, bituminous pavement, milling, pavement marking, traffic control, and mobilization.

SPECIFIC REQUIREMENTS

1. The awarded Contractor must be able to provide hot mix overlay as specified in this solicitation.
2. The project shall be defined by the road the work is located on.
3. The Contractor will be responsible for obtaining all permits required to complete the work as described in the bid documents.
4. All hand-held equipment and materials will be considered incidental to the work.
5. If dumping waste, a waste disposal agreement between the property owner and Franklin County Highway Department will need to be filled out and on file at the Franklin County Highway Department Office before removing any waste from the site. Using a known dump or recycler is exempt from this requirement.
6. One (1) week prior to beginning work, the Contractor shall notify the Highway Administrator of the tentative schedule.
7. Each day the Contractor will be responsible for informing the Highway Administrator or his duly appointed representative of the next day's work.
8. A written Notice to Proceed shall be issued prior to the start of work.
9. Mobilization is defined, for the purpose of this contract, as the cost to move in, setup, teardown, and leave the site. Mobilization will be paid in one (1) lump sum as noted on the pricing sheet.
10. No work shall be performed between 3:30 pm on Fridays and 7:00 am on Mondays. No work shall be performed between 3:30 pm the day prior to a holiday and 7:00 am the day following a holiday. A list of County observed holidays may be provided upon request.
11. In accordance with the 2009 Manual of Uniform Traffic Control Devices, Section 6D.03 Worker Safety Considerations shall apply. Paragraph 04 contains the standard.
12. Specifications, with MoDOT Sections listed, are from the Missouri Department of Transportation (MoDOT) Standard Specifications for Highway Construction 2018 and all supplemental specifications and will govern the work performed (including testing) where applicable. In all MoDOT Sections, the Franklin County Highway Administrator or his duly appointed representative will be substituted for Construction and Materials and the Commission.
13. Asphalt Cement Price Index MoDOT Section 109.15

The Contractor is responsible for adjusting asphalt prices according to MoDOT's Asphalt Cement Price Index prior to submitting invoice. The Bidder may request to not use MoDOT's Asphalt Cement Price Index using a letter with the bid documents. MoDOT's Asphalt Cement Price Index can be found posted on the MoDOT website, www.modot.org, go to Business, then Contractor Resources, the Bid Opening Info, under the heading Documents click on Asphalt Price Index. Viewing the month of the letting will show the Asphalt Price Index for the month. The Asphalt Cement Price Index is posted the Monday prior to the third Friday of each month. Please use the most current Asphalt Cement Price Index.

Adjustments will be made to the payments due the bidder for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling, asphaltic concrete pavement and ultrathin bonded asphalt wearing surface that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month

the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor prior to the bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

The adjusted contract unit price will be applied to the actual amount of asphalt binder. The percentage of virgin asphalt, as shown in the job mix formula, will be the basis for adjustments for any asphalt mix purchased during the monthly index period. The effective asphalt obtained from the use of Recycled Asphalt Pavement (RAP) and/or Recycled Asphalt Shingles (RAS) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixed using PG64-22.

To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E)$$

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time of mix placement
- E = monthly average price at time of bid

14. The awarded Contractor agrees that the work will not begin before the authorization date in the notice to proceed and that the work will be completed by the October 1, 2021 deadline. If the Contractor fails to complete the work in the time specified or such additional time as may be allowed by Franklin County, under an amendment to the contract, liquidated damages in the amount of \$500 per working day, after the contract specified deadline will apply.
15. If additional equipment is required, an hourly price will be negotiated and agreed to. If no agreement is reached, the Federal Emergency Management Agency (FEMA) established hourly rates will be used. If the piece of equipment is not listed, the next closest piece of equipment will be used.
16. A Payment and Performance bonds are 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 bonds shall be executed in a form acceptable to the County. The cost of the bonds shall be included in the price of the bid. The bonds shall be executed and delivered to Franklin County within 15 calendar days of award.
17. A bid bond or Cashier's check in the amount of 5% of the total bid amount shall be included with the submitted bid.
18. A 5% retainage will be held for each project, until all work is satisfactorily completed, this includes final paperwork. Prior to issuance of final payment, the Affidavit of Compliance with Prevailing Wage Law will be signed and submitted to the Franklin County Purchasing Agent. Final paperwork shall be submitted within one (1) month of final written acceptance of each project site.
19. All invoices must show purchase order numbers, provided by Franklin County, and the total for each purchase order number listed on each project and the total amount for that project.
20. If additional services are necessary for the completion of this bid project, a change order is required.

21. Prevailing Wage

- a.) Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. (Section 290.250, RSMo.)
- b.) The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. (Section 290.250, RSMo).
- c.) The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
- d.) The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo).

22. Insurance Requirements:

- Worker's Compensation: Equal to or in excess of limits of Worker's Compensation Law's in the State of Missouri.
- Liability Insurance: The contractor shall indemnify and save harmless the County from all suits or action of every name and description brought against the County for or on account of any personal injuries, including accidental or resulting death, or property damages, received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence or assigns in safeguarding it, or by, or on account of any act or omission of the Contractor, his employees, agents, or assigns.
- The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefits of the contractor and the County with a company licensed to do business in the State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required are for public liability of the Contractor in protecting the County from damage or injury claims. The County shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the County Highway Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the County Highway Administrator may determine to be adequate, and without hereby limits the liability of the Contractor in protecting the County from damage or claim. Franklin County shall be named as an additional insured under General Liability.
- The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.
- The minimum acceptable coverage in U.S. dollars is tabulated below:

Coverage Item	Public Liability	Property Damage
Each Person Each Occurrence	\$400,000	\$3,000,000

Each Accident Each Occurrence	\$3,000,000	\$3,000,000
Aggregate Each Occurrence	\$3,000,000	\$3,000,000

- Certificate of Insurance sent to the County as evidence of insurance shall contain the following statements; and in their absence, the Certificate will not be satisfactory to the County.

a) The insurance evidenced by this certificate cancelled or altered thirty (30) days from date of receipt by the County will require written notice thereof.

b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury or destruction of wire, 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 is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating or drilling, or to injury to destruction of property at any time resulting therefrom.

c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of a structural injury to any buildings or structures due to grading of land, excavation, burrowing filling, backfilling or tunneling.

23. E-Verify

Completion of Affidavit of Work Authorization and provide acceptable documentation of enrollment in the program.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

Scope of Work Requirements

1. Bituminous Pavement MoDOT Section 401 – All Bituminous Pavement is to be 2 inches thick unless otherwise noted. The edges past the required paving width shall be tapered down at a rate of 4 horizontal to 1 vertical on the edges if a surface exists to place the taper on. All taper shall be compacted by rolling. No density will be required on tapers.
2. Section 401.2.1 The grade of asphalt binder to be used is PG64-22.
3. Section 401.4 Job Mix Formula. The mix used shall be BP-1 pavement mix. In addition to the MoDOT Specification, the mix used shall be a mix previously used by MoDOT within the time limit requirements of Section 401.4.6.
4. Section 401.7.3 Subgrade Preparation. The existing roadway shall be considered the subgrade. The subgrade shall be cleaned and tacked according to Section 407. **Any rutting or damage to the subgrade shall be fixed at the contractor's expense.**
5. A certified testing agency shall be contracted by the Contractor to perform Quality Assurance (QA) Testing. QA testing shall address depth and compaction. Reports will be submitted to the Franklin County Highway Administrator in a timely manner. Payment will be incidental to the cost for bituminous material.
6. Tack Coat MoDOT Section 407 – Tack coat shall be applied at the rate of 0.07 Gallon/square yard or as directed by the inspector.
7. Traffic Control MoDOT Section 616 – Traffic control will be paid one (1) lump sum as noted on the pricing sheet.
Each road will require one (1) Road Work Ahead and one (1) Flagger Ahead sign be placed at the beginning and end of each road. A minimum of two (2) flaggers will be provided to direct traffic around the work zone.
Cost to relocate signs and flaggers shall be included in the bid.
Construction signs and flagger will meet MUTCD standards.
Please note Section 616.4.2
8. Pavement Marking MoDOT Section 620.50 – Section 620.2.2.1 Permanent pavement marking shall be in place not later than 30 days after final paving operations. Payment shall be made in lineal feet in place.
Pavement marking shall be a 4-inch-wide yellow centerline paint mark. Centerline pavement marking shall be 10 feet long with 30 feet spacing. Edge lines shall be 4-inch-wide white paint mark along the entire length of the improved roadway.
9. Traffic Flow – One lane of traffic is required to be open at all times. Exposed oil shall not be open to traffic.
10. Milling – Milling will be required along the edge of the roadway where it abuts improved entrances, other than rock surfaces. Milling shall be a minimum of six (6) feet in width, minimum one and one-half (1 ½) inches thick at the entrance tapering to nothing in six (6) feet and shall be paid based on surface square yard milled. No extra payment will be made for width of any milling greater than six (6) feet in width. The length of each mill for an improved surface shall be extended 25 feet on either side of the end of the entrance radii. Butt joints shall be placed at roadways intersecting the road being overlaid. Milling shall be a minimum of one and one half (1 ½) inches at the intersecting road edge and tapering to nothing in twenty-five (25) feet. Payment shall be based on surface square yard milled.

11. Old Highway 100 Profile milling (see MoDot 622.20) profile existing pavement (24' wide) to produce a smooth driving surface. Entire surface should be textured; care shall be taken to not remove existing GMA surface to expose PCC pavement.
12. Rollers – Contractor shall provide adequately sized breakdown and finish roller to meet compaction requirements.
13. FCHD Information – Thornton: 21,600 sy
Little Tavern: 44,500 sy
Old HWY 100 (East end of Dubois Creek Bridge to HWY T = 75,000 sy

Contractor site visit is strongly encouraged.

Claims for conditions not acknowledged and addressed by addendum will not be considered.

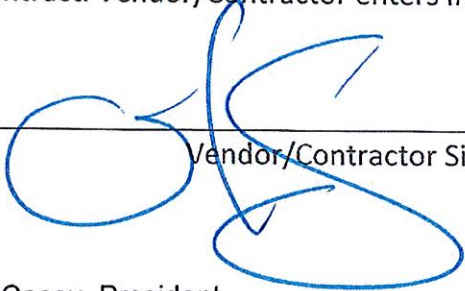
The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.



Vendor/Contractor Signature

06/30/2021

Date

Ryan Casey, President

Vendor/Contractor Name and Title



AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Ryan Casey (Name of Business Entity Authorized Representative)
as President (Position/Title)

first being duly sworn on my oath, affirm Pace Construction Company, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Pace Construction Company, LLC (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to contract (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

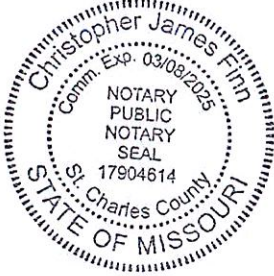
In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature] Ryan Casey
Authorized Representative's Signature Printed Name
President 06/30/2021
Title Date

Subscribed and sworn to before me this 30th of June, 2021. I am
Day Month, Year

commissioned as a notary public within the County of St. Charles, State of
Missouri and my commission expires on Date 03/08/2025

[Signature] 06/30/2021
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)



CURRENT BUSINESS ENTITY STATUS

I certify that Pace Construction Company, LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Ryan Casey, President

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Pace Construction Company, LLC
Business Entity Name

06/30/2021
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- o Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- o Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PRICING FORM

2021-19 Hot Mix Overlay Thornton, Little Tavern & Old Hwy 100 Roads

REQUIRED PRICING

The bidder shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

Company: Pace Construction Company, LLC

Item	Description	Quantity	Units	Unit Price	Item Total
1	Tack Coat	11,300	GA	\$ 2.70	\$ 30,510.00
2	Bituminous Pavement	16,000	TN	\$ 61.00	\$ 976,000.00
3	Profile Milling (Old 100)	75,000	SY	\$ 0.85	\$ 63,750.00
4	Milling	1,400	SY	\$ 12.00	\$ 16,800.00
4	Pavement Marking	130,000	LF	\$ 0.13	\$ 16,900.00
5	Traffic Control	1.0	LS	\$ 3,500.00	\$ 3,500.00
6	Mobilization	1.0	LS	\$ 22,317.00	\$ 22,317.00
Base Project Total:					\$ 1,129,777.00

1. Alternate (Add)

Per Ton \$ 10.00

Alternate price per ton for synthetic Fiber Asphaltic Pavement fiber to be added at rate of 2.1-2.4 oz per ton of asphalt. Fiber Length to be .75"-1.5" Add per ton = \$10.00



Pricing form cont.

Signature: _____

Printed Name: Ryan Casey

Printed Title: President

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

Business Phone: (314) 524-7223 Cell Phone: (314) 524-7223

Fax: (314) 991-5183 Email: _____

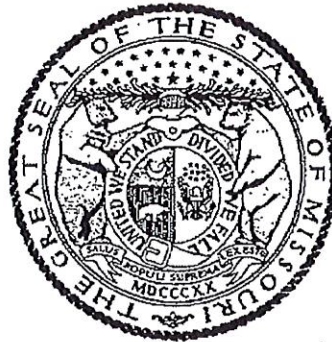
rcasey@paceconstructionstl.com

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary. *Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.*

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 036
FRANKLIN 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, any person 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, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$63.00
Boilermaker	*\$25.66
Bricklayer	\$45.18
Carpenter	\$55.97
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$53.77
Plasterer	
Communications Technician	*\$25.66
Electrician (Inside Wireman)	\$67.72
Electrician Outside Lineman	\$66.25
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$25.66
Glazier	*\$25.66
Ironworker	\$63.62
Laborer	\$45.46
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$25.66
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.59
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$48.86
Plumber	\$72.03
Pipe Fitter	
Roofer	\$52.92
Sheet Metal Worker	\$69.15
Sprinkler Fitter	\$62.13
Truck Driver	*\$25.66
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*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.

Heavy Construction Rates for
FRANKLIN County

Section 036

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$54.59
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$66.25
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.97
General Laborer	
Skilled Laborer	
Operating Engineer	\$64.34
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$42.49
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

OVERTIME and HOLIDAYS

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.



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**PREVAILING WAGE
 PROJECT NOTIFICATION –
 CONTRACTOR INFORMATION**

New Update

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project			
4. Estimated Project Cost of Completion <i>(total construction contracts to be awarded)</i>		\$	
5. Exact Location of Project <u>County</u>		<u>City</u>	
6. Official Name of Public Body or Agency			
7. Name of Contact Person		8. Phone Number <i>(include area code)</i>	
9. Address			
10. Email Address		Website	
11. Contract Award Date	12. Estimated Date of Project Completion	13. Will There Be Any Federal Funds Used in this Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	

14. Contractor Information Notification

General Contractor: Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

List all Subcontractors: 1. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

2. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

3. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

(Subcontractors continued)

4. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

5. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

6. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

7. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

8. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

9. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: DIVISION OF LABOR STANDARDS
Attn: Prevailing Wage Section
P.O. Box 449, Jefferson City, MO 65102-0449
Phone: 573-751-3403 Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS

SUBMIT

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative



Company ID Number: 178789

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).