



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

RFB NO: 2022-12

TITLE: Pavement Marking

Solicitation Schedule & Deadlines:

October 27, 2021	Solicitation Release/Advertising Date
November 9, 2021 2PM	Deadline for Submitting Questions
November 11, 2021 4:30PM	Deadline to post Addendum
November 18, 2021 2PM	Deadline to Submit Response
November 18, 2021 2:30PM	Opening Date   Time

Responses must be received no later than “Deadline to Submit Response”

November 18, 2021 2PM

Franklin County Purchasing Department

Shakara Bray, Purchasing Agent

Meagan Cowser, Assistant Purchasing Agent

Phone: 636-584-6274    Email: [purchasing@franklinmo.net](mailto: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:

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# 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](http://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

\_\_\_\_\_ I have one original and two copies that are labeled accordingly

\_\_\_\_\_ I have included contact information

\_\_\_\_\_ I have included the COI as requested

\_\_\_\_\_ Envelope is sealed and label attached

\_\_\_\_\_ Affidavit for Work Authorization is completed and Notarized

\_\_\_\_\_ W9 is filled out completely & included

## **SPECIFIC REQUIREMENTS**

1. Contractor must be able to provide Pavement Marking to the requesting departments, which meet or exceed the specifications contained in this document.
2. The Contractor, when awarded contract, must provide properly executed certificates of insurance prior to signing the contract with the Franklin County Commission. Insurance requirements are detailed in Attachment 3.
3. Vendor to provide County with contract upon notice from Purchasing Agent of intent to award.
4. Projects shall be located on or along county roads at various locations. A project shall be defined by the road the work is located on.
5. The list of Special Provisions is outlined in Attachment 2.
6. The contractor will be responsible for obtaining all permits required to complete the work as described in the bid documents.
7. Specifications, with MoDOT Sections listed, are from the Missouri Department of Transportation (MoDOT) Standard Specifications for Highway Construction 2019 and will govern the work performed (including testing) where applicable. In all MoDOT Sections, Franklin County Highway Administrator will be substituted for Construction and Materials and the Commission.
8. All hand-held equipment and materials will be considered incidental to the work.
9. 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.
10. One (1) week prior to beginning work, the Contractor shall notify the Highway Administrator of the tentative schedule.
11. No work shall be performed between 3:30 pm on Fridays and 7:30 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. Hours subject to change.
12. In accordance with the 2009 Manual of Uniform Traffic Control Devices, Section 6D.03 Worker Safety Considerations shall apply. Paragraph 04 contains the standard.
13. If additional equipment is required, 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.

14. A 10% retainage will be held for each project, until all work is satisfactorily completed, this includes final paperwork.
15. 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. All final paperwork including final payment shall be submitted to the Purchasing Department within 1 month of final written acceptance of each project. Final payment to be released after all paperwork required has been submitted and approved.
16. **Contract Period:** The contract period shall be for one year January 1, 2022 thru December 31, 2022. This Contract will have the option to renew on a year by year basis, up to three years in total. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

## **PREVAILING WAGE PROJECT REQUIREMENTS**

1. 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)
2. 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)
3. The contractor and all subcontractor 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.
4. 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)

*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.*

## **OTHER REQUIREMENTS - CONTINUED**

### **Anti-Discrimination Against Israel Act Requirement**

A public entity shall not enter into a contract with a company to acquire to dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

Affidavit of Compliance with Section 34.600 RSMo for Contracts over \$100,000 or for Contractors with Ten (10) or more employees

I, \_\_\_\_\_ [Contractor Agent], being duly sworn, attest and state, under penalty of perjury, as follows:

1. I am employed by \_\_\_\_\_ [Contractor] and serve as the \_\_\_\_\_ [Position with Contractor].
2. I hereby affirm that \_\_\_\_\_ [Contractor]:
  - a) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or
  - b) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or
  - c) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

Further Affiant Sayeth Not.

\_\_\_\_\_  
[Contractor Agent]

STATE OF MISSOURI     )  
                                  ) ss.  
\_\_\_\_\_ COUNTY     )

Subscribed and sworn to me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# 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.

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Vendor/Contractor Signature

Date

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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 \_\_\_\_\_ (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 \_\_\_\_\_ (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 \_\_\_\_\_ (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 \_\_\_\_\_ (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.)*

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Authorized Representative's Signature

Printed Name

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Title

Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_ . I am

Day

Month, Year

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commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_ and my commission expires on Date \_\_\_\_\_

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Signature of Notary

Date

# AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

## CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_ (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.

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Authorized Business Entity  
Representative's Name  
(Please Print)

Authorized Business Entity  
Representative's Signature

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Business Entity Name

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:

- 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](mailto: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

- 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

## 2022-12 Pavement Marking

### REQUIRED PRICING

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

All invoices must reflect discounts applied to final order.

PAVEMENT MARKING	Price/Mile	Price/Linear Foot
Pavement Marking - White Single Line		
Pavement Marking - Yellow Single Dash		
Railroad Stop Lines		

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed name and title \_\_\_\_\_

*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.*

## VENDOR INFORMATION

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Phone number \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Name Title \_\_\_\_\_

Email Address \_\_\_\_\_

# **ATTACHMENT 1**

## **SEALED RESPONSE LABEL**

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

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### **SEALED BID RESPONSE ENCLOSED**

DELIVER TO:

Purchasing Department  
400 East Locust St, Rm 004  
Union, MO 63084

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**SOLICITATION # 2022-12 DATE: November 18, 2021 2PM**

**DESCRIPTION: Pavement Marking**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

# ATTACHMENT 2

## SPECIAL PROVISIONS

Work Description - This work shall consist of placing paint pavement markings.

This work is a line item project. Line item projects shall be bid to include all personnel, equipment, materials and time required to successfully complete a defined item.

### Period of Performance

If the proposal is accepted, the Contractor agrees that the work will not begin before the authorization date in the notice to proceed and will be diligently prosecuted at such rate and in such manner as, in judgment of the engineer, is necessary for the completion of the work within the item specified as follows:

Working Days:	45
Earliest Beginning Date:	April 1, 2022
Contract Ends:	November 30, 2022

### Liquidated Damages

The Contractor agrees that, should he fail to complete the work in the time specified or such additional time as may be allowed by the Engineer under the contract, the amount of liquidated damages to be recovered shall be \$100 per working day.

### Traffic Control

Traffic Control will be according to the designated diagram from the Manual on Uniform Traffic Control Devices. Traffic Control will be incidental to the project cost.

### Pavement Marking MoDot Section 620

Paint shall be used for pavement markings according to Section 620.40 Paint for Pavement Marking. Pavement Marking width shall be 4 inches per line.

Painted edge lines shall be 6" from the edge of the pavement surface.

Locations to receive pavement marking shall be cleaned using a mechanical type street sweeper prior to placing pavement markings.

Pavement Marking shall be paid per mile measured to the nearest 1/1000.

## ATTACHMENT 2

### SPECIAL PROVISIONS - CONTINUED

#### Retro reflectivity Testing

Contractor shall provide contractor performed / county witnessed retro reflectivity testing. This testing shall be performed randomly at a rate of 1 test per 5 centerline miles of road. Testing locations shall be determined by the Franklin County Highway Administrator. Deductions will be applied according to MoDOT Section 620. The testing cost shall be incidental to the contract.

#### Material Reporting

For each road, the Contractor shall supply the Franklin County Highway Administrator a computer distance measuring tape printout showing the lineal feet of each type of paint, quantity of paint and quantity of beads used per road. A quantity of paint per mile and quantity of beads per mile printout is also acceptable. The cost of producing the printout shall be considered incidental to the contract.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 26

Sec 36  
**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 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations



OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$38.33
Boilermaker		\$68.11
Bricklayer		\$56.13
Carpenter		\$55.05
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$51.37
Plasterer		
Communications Technician		\$23.24*
Electrician (Inside Wireman)		\$64.23
Electrician Outside Lineman		\$62.52
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$23.24*
Glazier		\$61.24
Ironworker		\$60.38
<b>Laborer</b>		<b>\$45.41</b>
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$50.21

Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
<b>Operating Engineer</b>		<b>\$60.47</b>
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$48.07
Plumber		\$67.76
Pipe Fitter		
Roofer		\$50.97
Sheet Metal Worker		\$65.95
<b>Sprinkler Fitter</b>		<b>\$64.07</b>
Truck Driver		\$23.24*
Truck Control Service Driver		

Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b).

Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$59.17
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$62.52
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$44.44
General Laborer		
Skilled Laborer		
Operating Engineer		\$62.35
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$42.89
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 as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2

# 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.