

EXHIBIT 1

STBG-6900 (813)

City of Republic
4221 S. Wilson's Creek Boulevard

REQUEST FOR BID

BID OF

Bidder Name JD Wallace Contracting, LLC

Bidder Address PO Box 3754

Springfield MO 65804

FOR
CONSTRUCTING OR IMPROVING
Shuyler Creek Trail Extension

Republic, Missouri
Greene County

December 2023

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

JD Wallace Contracting LLC

as principal and _____

Frankenmuth Insurance Company

as surety, are held and firmly bound unto the (Insert LPA Name) City of Republic - Public Works in the penal sum of Five Percent of the Total Amount Bid

of _____ Dollars (\$ 5%) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this August 26th, 2024

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) _____

Elm Street

in _____

Greene

County(ies),

project (s) _____

Shuylar Creek Trail Extension

Project No. STBG-6900 (813)

for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

JD Wallace Contracting LLC

Principal

SEAL

By

Justin Wallace
Signature

Frankenmuth Insurance Company

Surety

SEAL

By

Nicole M. Johnson
Nicole M. Johnson Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Rodney W. Paddock, Eric Dedovesh, Nicole M. Johnson

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 26th day of August, 2024

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**



SHUYLER CREEK TRAIL EXTENSION BID FORM

Client: City of Republic
Project: Shuyler Creek Trail Extension
Project Number: 021-00218
Date: 06.06.2024

#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
1	Mobilization	1	Lump Sum	\$ 110,304.61-	110,304.61
2	Clearing and Grubbing	1	Lump Sum	\$ 39,270.00-	39,270.00
3	Construction Staking	1	Lump Sum	\$ 10,500.00-	10,500.00
4	Demolition and Removals	1	Lump Sum	\$ 32,885.00-	32,885.00
5	Channelizer	201	Each	\$ 37.30-	7,497.30
6	Type III Moveable Barricade	5	Each	\$ 420.00-	2,100.00
7	One Lane Road Ahead (W20-4) 36"x36" - 2 total	18	Sq. Ft.	\$ 42.00-	756.00
8	Road Work Ahead (W20-1) 36"x36" - 6 total	54	Sq. Ft.	\$ 42.00-	2,268.00
9	Shoulder Work Ahead (W21-5) 36"x36" - 3 total	27	Sq. Ft.	\$ 84.00-	2,268.00
10	End Road Work (G20-2) 36"x18" - 2 total	9	Sq. Ft.	\$ 42.00-	378.00
11	Flagger (Symbol) (W20-7a) - 36"x36" - 2 total	18	Sq. Ft.	\$ 42.00-	756.00
12	Sidewalk Closed (R9-9) 24"x12" - 1 total	2	Sq. Ft.	\$ 42.00-	84.00
13	Bicycle/Pedestrian Sign (W11-15) 30"x30" - 4 Total	6	Sq. Ft.	\$ 78.75-	475.50
14	Downward Diagonal Arrow plaque (W16-7P) 24"x12" - 2 Total	4	Sq. Ft.	\$ 78.75-	315.00
15	Trail X-ing plaque (W11-15P) 24"x18" - 2 Total	4	Sq. Ft.	\$ 78.75-	315.00
16	Ahead plaque (W16-9P) 24"x12" - 2 Total	4	Sq. Ft.	\$ 78.75-	315.00
17	Alternate Ditch Check	1396	Each	\$ 41.00-	57,236.00
18	Silt Sock	88	Lin Ft.	\$ 16.85-	1,482.80
19	Silt Fence	1683	Lin Ft.	\$ 11.25-	18,933.75
20	Gravel Filter Bars	170	Lin Ft.	\$ 22.50-	3,825.00
21	Seeding & Mulch	3.4	Acres	\$ 6,350.00-	21,590.00
22	Unclassified Excavation	10320	Cu. Yd.	\$ 21.65-	223,428.00
23	Embankment	4780	Cu. Yd.	\$ 8.10-	38,718.00
24	Undergrading (Removal, Haul-in, Recompaction)	1510	Cu. Yd.	\$ 23.00-	34,730.00
25	Asphalt Trail Removal	410	Sq. Yd.	\$ 44.50-	18,245.00
26	Full Depth Asphalt Pavement Removal	900	Sq. Yd.	\$ 8.65-	7,785.00
27	Full Depth Driveway Removal	96	Sq. Yd.	\$ 18.25-	1,752.00
28	Full depth sidewalk removal	10	Sq. Yd.	\$ 71.75-	717.50
29	4" Type 5 Aggregate Base - Trail	10620	Sq. Yd.	\$ 10.75-	114,165.00
30	6" Asphalt - Trail (Binder Course BP-1 W/PG 64-22)	5989	Sq. Yd.	\$ 43.65-	261,419.85
31	12" Modified Type S Curb	110	Lin. Ft.	\$ 29.50-	3,245.00
32	6" MODOT Type A (Integral)	2149	Lin. Ft.	\$ 22.00-	47,278.00
33	6" Concrete - Trail	1872	Sq. Yd.	\$ 70.85-	132,631.20
34	6" Type 5 Aggregate Base - Roadway	559	Sq. Yd.	\$ 13.85-	7,630.35
35	2" Asphalt Surface (BP-2 W/PG 64-22) - Roadway	559	Sq. Yd.	\$ 17.75-	9,922.25
36	8" Asphalt Base (BB W/PG-64-22) - Roadway	559	Sq. Yd.	\$ 59.85-	33,456.15
37	4" Aggregate Base - Driveways	566	Sq. Yd.	\$ 10.75-	6,084.50
38	6" Concrete Driveway (Non-Reinforced)	566	Sq. Yd.	\$ 80.25-	45,421.50
39	Concrete Curb & Gutter	2149	Lin. Ft.	\$ 31.50-	67,693.50
40	Concrete Gutter Type A (Flum)	110	Lin. Ft.	\$ 38.85-	4,273.50
41	Concrete ADA Ramp	1071	Sq. Ft.	\$ 10.50-	11,245.50
42	Sidewalk Turncated Domes	120	Sq. Yd.	\$ 342.00-	41,040.00
43	Rock Lining	56	Cu. Yd.	\$ 245.00-	13,720.00
44	Circular Storm Pipe (12")	1180	Lin. Ft.	\$ 89.35-	105,433.00
45	Flared End Section (12")	1	Each	\$ 950.00-	950.00
46	Circular Storm Pipe(15")	123	Lin. Ft.	\$ 90.10-	11,082.30
47	Flared End Section (15")	6	Each	\$ 950.00-	5,700.00
48	Junction Box (2'x2')	4	Each	\$ 6,075.00-	24,300.00
49	Grate Inlet (2'x2')	1	Each	\$ 6,350.00-	6,350.00
50	Area Inlet (2'x2')	1	Each	\$ 7,300.00-	7,300.00
51	Area Inlet (3'x3')	1	Each	\$ 7,825.00-	7,825.00
52	Area Inlet (5'x3')	1	Each	\$ 8,775.00-	8,775.00
53	Curb Inlet (7'x3')	4	Lin. Ft.	\$ 6,750.00-	27,000.00
54	Class B-1 Concrete (Single 4' x 3' RCB)	12.1	Cu. Yd.	\$ 3,250.00-	39,325.00
55	Class B-1 Concrete (Single 8' x 4' RCB)	16.3	Cu. Yd.	\$ 2,950.00-	48,085.00
56	Class B-1 Concrete (Single 10' x 5' RCB)	33.3	Cu. Yd.	\$ 2,250.00-	74,925.00
57	Type A Collar	3	Each	\$ 3,785.00-	11,355.00
58	Sidewalk Underdrain	5	Each	\$ 865.00-	4,325.00
59	Pole Mounted RRFB Assembly (1/2)	2	Each	\$ 13,600.00-	27,200.00



SHUYLER CREEK TRAIL EXTENSION BID FORM

Client: City of Republic
Project: Shuyler Creek Trail Extension
Project Number: 021-00218
Date: 06.06.2024

#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
60	Aluminum Pedestal & Base	2	Each	\$ 525.00 -	1,050.00
61	Pedestal Foundation	2	Each	\$ 525.00 -	1,050.00
62	Permanent Traffic Control Signs	83	Sq. Ft.	\$ 26.50 -	2,199.50
63	1-3/4" x 1-3/4" Sign Posts	128	Lin. Ft.	\$ 12.00 -	1,536.00
64	2" x 2" Sign Post Anchors	32	Lin. Ft.	\$ 44.00 -	1,408.00
65	2-1/4" x 2-1/4" Anchor Sleeves	20	Lin. Ft.	\$ 44.50 -	890.00
66	4" Solid White Pavement Marking	1362	Lin. Ft.	\$ 1.31 -	1,784.22
67	4" Solid Yellow Pavement Marking	1362	Lin. Ft.	\$ 1.31 -	1,784.22
68	24" Solid White Pedestrian Crossing Marking	55	Lin. Ft.	\$ 33.60 -	1,848.00
69	Pedestrian Railing (42" Safety Rail)	66	Lin. Ft.	\$ 185.00 -	12,210.00
70	Fencing	5190	LF	\$ 15.90 -	82,521.00
71	Decorative Fencing	268	LF	\$ 52.50 -	14,070.00
SUBTOTAL \$					1,970,435.00
ALTERNATE Trail Pavement (Sta 66+26 to 86+40)					
#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
A30	6" Asphalt - Trail (Binder Course BP-1 W/PG 64-22)	2082	Sq. Yd.	\$ 58.38 -	121,547.16
A33	6" Concrete - Trail	2082	Sq. Yd.	\$ 70.80 -	147,572.16
SUBTOTAL \$					269,119.32
TOTAL PROJECT COST \$					2,239,554.32 -

Sidewalk/Trail Project

Notice to Contractors

Sealed bids for Shuyler Creek Trail Extension STBG-6900 (813), will be received at: 4221 S Wilson's Creek Boulevard until 10:00 o'clock A.M. (Prevailing Local Time) on the 28th day of August, at the office of the BUILDS Department, and at that time will be publicly opened and read. All bids shall be submitted in the form of a sealed envelope. Bids received after 10:00 am will be returned unopened.

The proposed work includes: Removal and connection to existing Shuyler Creek Trail. Installation of 1872 square yards of concrete trail improvements, 5989 square yards of asphalt trail improvements, storm infrastructure improvements, and a rectangular rapid flashing beacon.

Plans and specifications may be obtained from the office of City of Republic - Public Works at 4221 S Wilson's Creek Boulevard. For further bidding information, contact Jonathan Peitz, Olsson, at 417-890-8802.

A pre-bid conference will be held at 10:00 AM on the 14th day of August, at 4221 S Wilson's Creek Boulevard. **All bidders are encouraged to attend the pre-bid meeting.**

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

The City of Republic, Missouri 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." This project will be awarded to the lowest, responsive, responsible bidder.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 from the current version of the Missouri Standard Specifications for Highway Construction, including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The (City of Republic, Missouri) reserves the right to reject any or all bids.

The DBE Goal for this project is 5%.

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Republic, Missouri 4221 S Wilson's Creek Boulevard, Republic, MO 65738 **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The BDE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

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Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

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All questions concerning the bid document preparation can be directed to the City of Republic, Missouri attn: Brian Dye at (417) 732-3408. Project specific questions can be directed to Olsson attn: Jonathan Peitz at (417) 890-8802.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Republic, Missouri, at (417) 732-3100 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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Itemized Bid Sheets

Bid Bond

DBE Identification Submittal ([Fig. 136.9.9](#))

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Job Special Provisions ([Sample JSP's](#) on MoDOT's Website)

Form FHWA 1273 ([Fig. 136.9.7](#))

Federal Aid Provisions

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Contract Forms

[Fig 136.10.3 Sample Contract Agreement](#)

[Fig 136.10.4 Sample Contract Bond](#)

[Fig 136.10.5 Sample Contractors Acknowledgement](#)

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Republic, Missouri, 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738 for the proposed work will be received by the City of Republic, Missouri until 10:00 am (prevailing local time) on August 13th, 2024, at the office of the Republic BUILDS Facility, and at that time will be publicly opened. Bids should be delivered to: 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Removal and connection to existing Shuyler Creek Trail. Installation of 1872 square yards of concrete trail improvements, 5989 square yards of asphalt trail improvements, storm infrastructure improvements, and a rectangular rapid flashing beacon.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications
Supplemental Revisions to Missouri Standard Plans For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Republic", and the term "Engineer" is a reference to the Engineer of Record from Olsson.

The contracting authority for this contract is City of Republic, Missouri.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days and Completion by: **225 days with completion by May 1st, 2025**

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder 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 in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$1,225.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure 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.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 31", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) OSHA TEN HOUR TRAINING REQUIREMENTS: Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

JD Wallace Contracting, LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual partnership joint venture

corporation, incorporated under laws of state of Missouri.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 28th day of August 2024.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

December 2023

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.


Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Justin Wallace - President

Please print or type name and title of person signing here

Attest:


Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Republic, Missouri, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the

materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS
FOR LOCAL PROGRAMS**

1.0 Program Applicability. The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, national origin, or gender in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, “contractor” will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

6.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: dbbe@modot.mo.gov. It will be the duty of each contractor, and for the contractor’s subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation.

7.0 DBE Certification, and the Missouri Unified Certification Program. MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor’s responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-external-civil-rights>

8.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any project involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, to MoDOT, and to the LPA:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), , and the Commission’s DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

9.0 Designation of DBE firms to perform on contract. The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

10.0 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

10.1 Good Faith Effort Submittal. If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the

“DBE Identification Submittal” sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

10.2 Bidders Good Faith Effort Described. MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

10.3 Administrative Reconsideration of the Bidder’s Good Faith Efforts Made as a Part of the Bid Submittal. If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

10.4 Forfeiture of Bid Bond possible when: The failure of either the apparent low bidder to file the completed and executed “DBE Identification Submittal”, listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded

(a) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not “regular dealers” or “manufacturers” for DBE program purposes:

- (1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

12.0 DBE Required to Perform a Commercially Useful Function (CUF). The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT’s External Civil Rights Division.

12.1 Quality Control (QC) and Quality Assurance (QA) Reviews. The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT’s determination that a DBE’s participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

13.0 Verification of DBE Participation at project completion. (Assessment of Liquidated Damages Possible)

13.1 Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

14.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Borkering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR

26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

DBE Submittal Forms

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 5% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) **DBE Participation:** The bidder certifies that it will utilize DBE's as follows:

* % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) **Certification of Good Faith Efforts to Obtain DBE Participation:** By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

* To be submitted at a later date as per (6) above

Missouri Department of Transportation

Prime Contractors 8/26/2024

VENDOR NUMBER	VENDOR NAME & ADDRESS	PHONE	FAX	CERT-DATE	EXP-DATE	AWEA CERT-DATE	EMAIL
0020750	JD Wallace Contracting, LLC dba JD Wallace Contracting PO Box 3754 Springfield MO 65804	(417)830-8309		8/23/2024	8/31/2025		Justin@jdwallace.co; Jennifer@jdwallace.co
0011278	Asbell Companies, Inc. 8400 State Highway 171 Carl Junction MO 64834	(417)649-1269 (417)649-1900		10/6/2023	10/31/2024	12/2/2017	jasbell@asbellcompanies.com; tkutz@asbellcompanies.com
0010194	Jefferson Asphalt Company PO Box 104960 Jefferson City MO 65110	(573)636-7121 (573)636-7538		5/10/2024	8/31/2025	9/19/2020	mihuff@capitalmaterials.mo.com; ssanders@capitalmaterials.mo.com
0021476	JK Concrete & Hauling, LLC 26460 Walnut Grove Rd California MO 65018	(573)418-5905		1/26/2024	1/31/2025	4/7/2024	JKconcrete.estimating@gmail.com
0029811	JKS Construction, Inc. dba JKS Concrete, Inc. 417 South 120th Street Girard KS 66743	(620)238-1204 (620)724-7016		8/25/2023	8/31/2024		cynthiabright50@yahoo.com
0025015	JLA Enterprises, Inc. dba JLA Construction PO Box 718 Brookline MO 65619	(417)867-7346 (417)867-7216		8/2/2024	8/31/2025		jennifer@jlaconstruction.com; vicky@jlaconstruction.com
0011806	Joes Bridge & Grading, Inc. 31 Pine Cone Road Poplar Bluff MO 63901	(573)765-7669 (573)765-7228		2/23/2024	2/28/2025	2/20/2025	joes@boycomonline.com
0013029	Johnson Bros. Corporation, a Southland Company 1100 Kutoka Drive Grapevine TX 76051	(817)293-3344 (817)293-5069		6/7/2024	8/30/2025		janie@southlandholdings.com; license.reg@southlandholdings.com
0020367	Jokerst Paving & Contracting, Inc. PO Box 637 Festus MO 63026	(636)937-7101 (636)937-8688		8/4/2023	8/31/2024	6/2/2024	grant@jokerstpaving.com; nicole@jokerstpaving.com
0025976	Jokerst, Inc. 16444 Highway 32 Ste. Genevieve MO 63670	(573)883-7401 (573)883-7403		5/17/2024	5/31/2025		info@jokerstinc.net; kweller@jokerstinc.net
0020262	Joplin Industrial Electric Company, Inc. PO Box 848 Duernweg MO 64841	(417)623-3425 (417)623-1313		6/7/2024	8/30/2025	2/11/2015	jeff@joplinelectric.com
0026248	Jowers General Contracting, Inc. PO Box 401 Blytheville AR 72316	(870)763-6277 (870)763-6284		3/8/2024	3/31/2025		jowersgc@yahoo.com
0012337	JTL Landscaping, LLC dba JTL 4 Westbury Drive St. Charles MO 63031	(314)831-3954		1/26/2024	1/31/2025		jllandscapingllc@gmail.com; juecke@jtl.com
0010200	JULIUS KAAZ CONSTRUCTION CO., INC. 716 Cherokee Street Leavenworth KS 66048	(913)682-3560 (913)682-7582		5/31/2024	5/31/2025	6/8/2011	jody@kkaaz.com; Teresa@kkaaz.com
0011790	K & S Associates, Inc. 12963 Meurer Industrial Drive St. Louis MO 63127	(314)647-3635 (314)647-5302		8/18/2023	8/31/2024		tkaska@ksgcst.com
0020284	K. W. Lueckemeyer Painting & Wall Covering Co. 6613 Business 50 W Jefferson City MO 65109	(573)893-7199 (573)761-4177		8/2/2024	8/31/2025		kwlpainting1@gmail.com
0011379	K.J.U., Inc. dba K.J. Universal Construction Co. 4923 South Point Road Washington MO 63090	(636)239-2028 (636)239-2002		2/16/2024	2/28/2026	7/7/2024	info@kjunc.com; kara@kjunc.com
0011262	K&D Mocr, Inc. dba Southern Ditching & Excavating Company PO Box 1237 O'Fallon MO 63368	(636)441-1112 (636)441-3175		2/9/2024	2/28/2025		southernditching@hotmail.com
0010988	Kajacs Contractors, Inc. PO Box 969 Poplar Bluff MO 63902	(573)765-1745 (573)712-2503		4/5/2024	4/30/2025		scalvert@kajacs.com; myfynn@kajacs.com
0012511	Karrenbrock Construction, Inc. PO Box 279 New Melle MO 63365	(636)626-5420 (636)600-5420		7/26/2024	7/31/2025		office@karrenbrockconst.com
0012706	Karrenbrock Excavating, LLC PO Box 279 New Melle MO 63365	(636)626-5420 (636)600-5420		7/26/2024	7/31/2025		office@karrenbrockconst.com; KE@karrenbrockconst.com
0011224	KAT Excavation, Inc. 309-B N Oak Bates City MO 64011	(816)890-4811		4/26/2024	4/30/2025	2/13/2014	shelly@katexcavation.com
0010205	KCI Construction Company 10315 Lake Bluff Drive St. Louis MO 63123	(314)894-9888 (314)894-7418		3/8/2024	3/31/2025	10/13/2024	bkrueger@kciconstruction.com; stlbids@kciconstruction.com; sferrenbach@kciconstruction.com; dmathews@keeleysandsons.com; stan_samoska@keeleysandsons.com
0011059	Kealey & Sons, Inc. 6303 Collinsville Road East St. Louis IL 62201	(618)271-7470 (618)271-0830		4/12/2024	4/30/2025	6/2/2023	dmathews@keeleysandsons.com; stan_samoska@keeleysandsons.com
0011096	Kealey Construction Group, Inc. 500 S Ewing Avenue Suite G St. Louis MO 63103	(314)421-5933 (314)282-9994		8/4/2023	8/31/2024		moellig@kealeyconstruction.com; ntimmermann@kealeyconstruction.com
0010274	Keith Simpson Contracting, LLC PO Box 500 Benton MO 63736	(573)270-4923		8/2/2024	8/31/2025	12/5/2020	keith_simpson1@hotmail.com
0026633	Keller Construction Company PO Box 8339 St. Joseph MO 64508	(816)232-5408 (816)232-3555		4/5/2024	4/30/2025		tjk74@hotmail.com
0013140	Keller North America, Inc. 7559 Teague Rd Suite 300 Hanover MD 21076	(410)551-0365 (410)799-3768		7/19/2024	7/31/2025		licensing@keller-NA.com; Meghan.day@keller-na.com
0012766	Kelly Construction Group, Inc. 4021 E 143rd Street Grandview MO 64030	(816)821-7600		12/29/2023	12/31/2024		skelly@buildkelly.com
0011469	Kelpe Contracting, Inc. PO Box 100 Wilkwood MO 63038	(636)458-1400		1/19/2024	1/31/2025	6/25/2025	dsorensen@kelpe.com; evongruben@kelpe.com
0011281	Kiefner Brothers, Inc. 1459 N Kingshighway Cape Girardeau MO 63732	(573)334-0707 (573)334-0708		3/29/2024	3/31/2025		liz@kiefnerbrothers.com