



CITY OF REPUBLIC – INVITATION FOR BID
Paving and Overlays 2025 – IFB No. 25-003

PROJECT: The City of Republic ("City") is seeking bids from qualified persons and firms interested in providing the following materials and/or services:

PAVING AND STREET OVERLAY WORK, AS OUTLINED IN THE CITY'S 2025 PAVING AND OVERLAY PLANS AT VARIOUS LOCATIONS THROUGHOUT THE CITY, AND AS SHOWN ON TABLE 1, EXHIBIT 1 AND EXHIBIT 2 TO THIS INVITATION FOR BID ("IFB")

BID SUBMISSION DEADLINE AND FORM OF SUBMISSIONS:

Before 3:00 pm C.S.T. on March 19, 2025 at 3:00 PM C.S.T., proposals in response to this RFP must be either:

- (1) Received by the City Clerk's Office (located at 4221 S. Wilson's Creek Boulevard in Republic, Missouri) in a **sealed envelope** containing all required information or documentation and clearly marked, "**PAVING AND OVERLAYS 2025 – IFB No. 25-003**"; or
- (2) Submitted via the City's e-bidding service provider, DemandStar, with all required information or documentation.

Submittals provided on paper to the City may be delivered by hand or by mail, so long as they are **received** by the City before 3:00 pm C.S.T. on March 19, 2025.

Submittals provided in digital form, **must** be submitted through the City's DemandStar bidding software. **NO SUBMITTALS WILL BE ACCEPTED VIA E-MAIL OR FACSIMILE UNDER ANY CIRCUMSTANCES.**

BID OPENING: Beginning at 3:00 pm C.S.T. on **Wednesday, March 19, 2025**, all bids received will be opened and viewed at the City's BUILDS building, located at 4221 S. Wilson's Creek Boulevard in Republic, Missouri, 65738. The opening and viewing of bids is open to the general public.

PRE-BID MEETING (OPTIONAL): A pre-bid meeting will be held at 4221 S Wilson's Creek Boulevard in Republic, Missouri (the BUILDS Large Conference Room) on **Friday, March 7, 2025, at 10:00 A.M.** for any persons or firms who would like to attend. Attendance at the pre-bid meeting is not required, but merely optional.

RULES AND REQUIREMENTS FOR SUBMISSION:

- (1) Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.
- (2) Bids being submitted in paper form may be mailed or hand-delivered to the BUILDS Department building located at 4221 S. Wilson's Creek Boulevard in Republic.
- (3) Bids submitted in paper form must include the IFB project name and number ("Paving and Overlays 2025 – IFB No. 25-003"), clearly indicated on the outside of the sealed envelope.

- (4) Any bid received after the opening date and time specified herein will be rejected as untimely. It shall be the sole responsibility of the Bidder to ensure timely delivery to the City on or before the due date and time indicated.
- (5) Bids submitted by e-mail, facsimile, or through any other means or method not expressly authorized herein above, will be rejected.
- (6) The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- (7) Bids must include final pricing, net of all discounts (i.e., after any discounts have been factored in).
- (8) Submission of a Bid constitutes an assignment by the Bidder of all anti-trust claims that the Bidder may have under the Federal and State laws resulting from this Contract.
- (9) The City shall have ninety (90) calendar days in which to accept or reject any of the bids submitted in response to this IFB, unless expressly stated otherwise herein.
- (10) Bids must include completed, executed (where applicable) copies of all forms or other pages attached to or included with this IFB containing the phrase "MUST RETURN THIS PAGE".

PROPOSED TIMELINE FOR PROJECT:

The award of a contract under this IFB, if any, will be awarded to the lowest responsible and responsive Bidder whose qualifications support a determination that awarded a contract with such Bidder is in the best interest of the City, as determined by the City Council for the City of Republic, Missouri. Designated City staff members will review and score each Bid and subsequently make a recommendation to the City Council in approximately April 2025 as to which Bidder it believes should be awarded the contract hereunder.

No work may begin under any contract awarded in connection with this IFB until May 26, 2025.

Completion of the work sought herein shall be by August 15, 2025, after such time liquidated damages will be assessed in accordance with the provisions herein below.

INQUIRIES: All inquiries for information should be directed to:

Angel Falig, Engineer
BUILDS Department, City of Republic
afalig@republicmo.com
(417) 732-3415

- or -

Stefani Fitzpatrick-Duncan, Engineer (E.I.)
BUILDS Department, City of Republic
sduncan@republicmo.com
(417) 732-3423

PROJECT DESCRIPTION:

- The project will generally consist of 2" asphalt pavement overlay on various City streets. Related work also incorporated in the project will include milling of pavement, pavement striping, and asphalt testing for quality assurance purposes. The unit costs for asphalt shall be specified in tons; milling shall be specified in SY; and pavement striping in LF. Bids must include 3rd party testing that meets the requirements of Section 347200 – Asphalt Concrete Pavement of the City of Republic Standard Specifications for Public Improvements. Testing includes, but is not limited to, base course and subgrade density and moisture content tests, asphalt density tests, and core depth verification.
- Refer to Table 1, Exhibit 1, and Exhibit 2 for additional information on Paving Plan.
- All work shall meet the City of Republic Standard Specifications for Public Improvements.

IMPORTANT NOTICE REGARDING COMPETITIVE BIDDING:

It is the City's intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.



Road	From	To	Approx. Distance (LF)	Estimated Quantity		Striping Required
				Milling - 2" (SY)	Asphalt Overlay - 2" (TON)	
W. Farm Road 156	James River Overpass	Farm Road 107	2,840		686.3	Yes
W. Farm Road 160	Farm Road 97	Existing Gravel Drive to South	4,935		1431.2	Yes
E. Miller Road	200 ft east of Assissi Wy.	Basswood Ave.	2,600		691.2	Yes
N. College Avenue	Hines St.	Summit St.	630		121.8	No
W. Summit Street	West Ave.	Main St.	1,300		251.3	No
N. Phelps Avenue	Hines St.	Summit St.	635		122.8	No
N. Alexander Avenue	Hines St.	Dead End	1,615		351.3	No
S. Cliborne Street	Jackson St.	Mill St.	335		64.8	No
Lynn Avenue	End of Hines St. Roundabout	Miller Rd.	5,180	13,813	1502.2	Yes
Kansas Avenue	Hwy 174	375 ft South of Audrey Street	3,610		872.4	Yes
E. Rosewood Street	Linwood Ave.	East Ave.	715		190.1	Yes
E. Harrison Street	Hampton Ave.	130 ft West of Hwy 60	1,930		559.7	No
TOTAL				13,813	6,845	-

Table 1 – 2025 Paving and Overlays

Paving Plan 2025

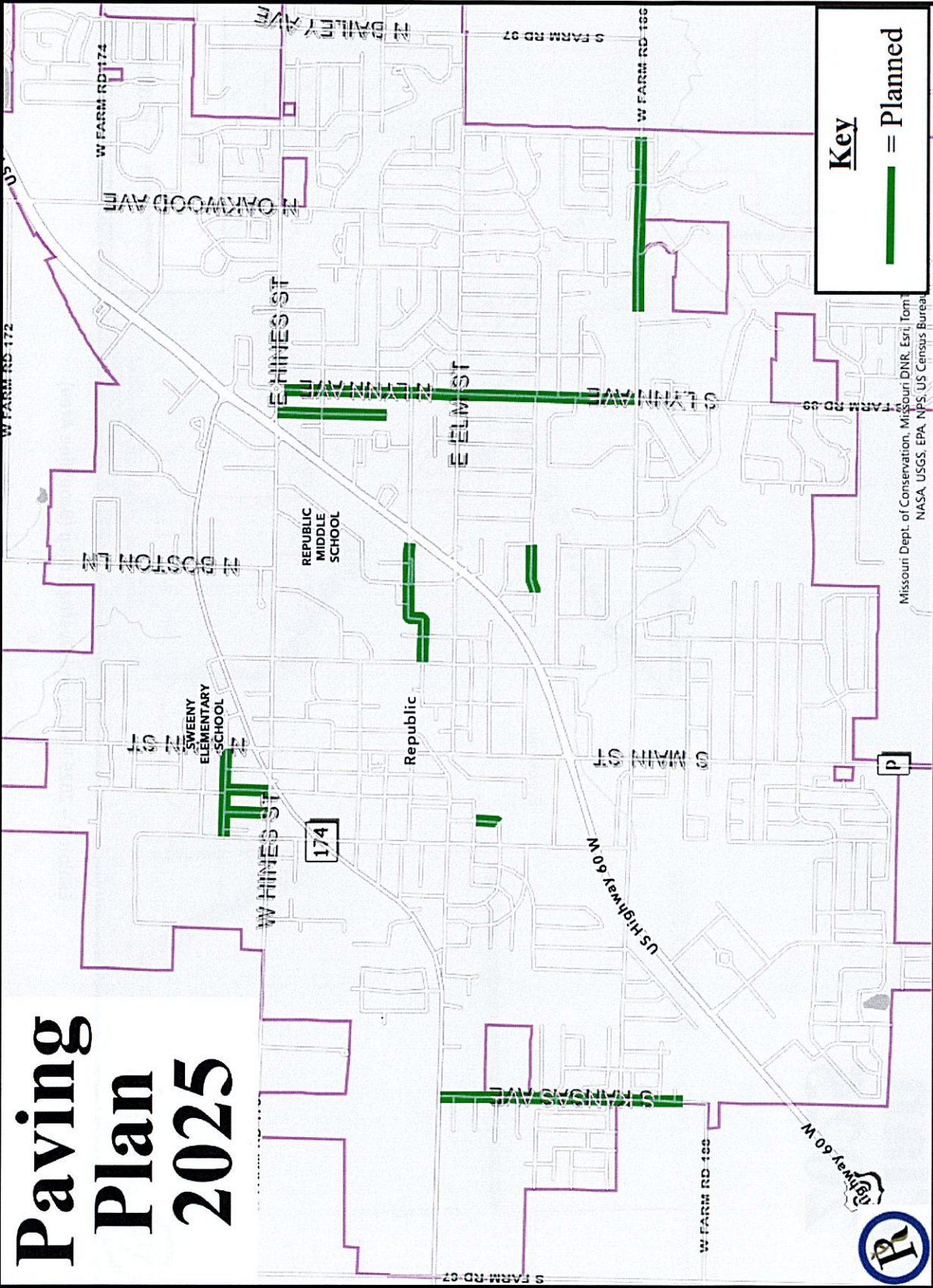


Exhibit 1 – 2025 Paving and Overlays Map (City Area)

Paving Plan 2025

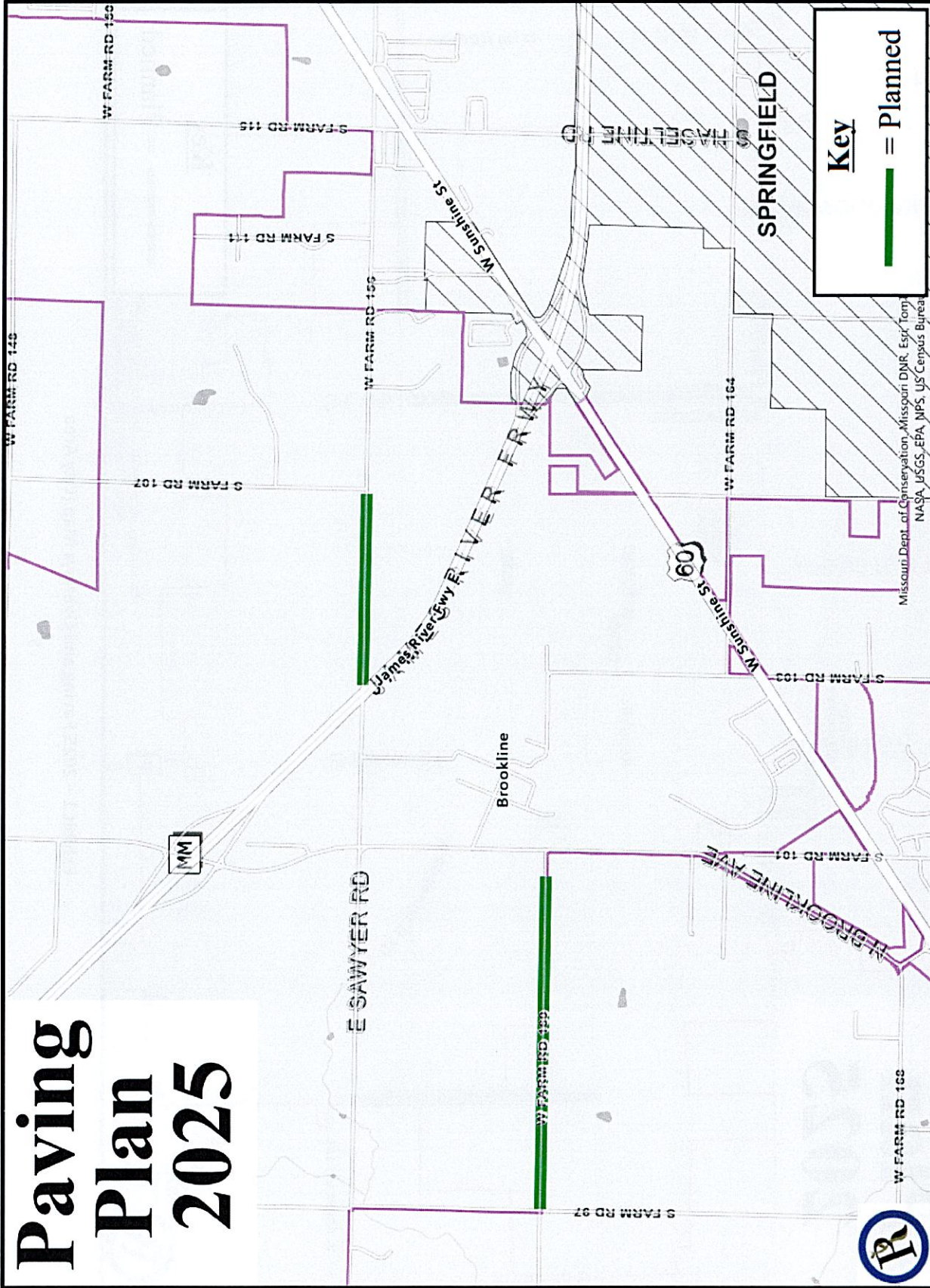


Exhibit 2 – 2025 Paving and Overlays Map (Brookline Area)

TERMS AND CONDITIONS

- 01. Contract Terms and Conditions, General Applicability:** This document, entitled "Terms and Conditions" (also referred to herein as the "IFB", "Contract" and/or "Agreement") is intended to and shall in fact serve as the complete agreement of the parties executing the same. The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract and any specifications or Bid documents incorporated therein. No language contained on any invoice, shipping order, bill of lading or other document furnished by the successful Bidder(s) at any time and which may be accepted by the City, or any terms or conditions contained in such document shall be binding on the City. Changes, additions, or modifications to this Contract must be in writing and executed by all parties.
- 02. Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
- 03. Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 - 1. A single line (strike-through) to the entered text needing correction, and
 - 2. The corrected text written above the strike-through text, and
 - 3. The signer(s) of the Bid must initial all corrections.
- 04. Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.
- 05. IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
- 06. Bid Security:** Intentionally Omitted.
- 07. Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

08. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
09. **Right to Conduct Investigations Reserved:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - The cost of any audit conducted pursuant to this term will be paid by the City.
11. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
12. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
- Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
14. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - The only person or persons interested in this Bid, principal or principals are named therein and that no

person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

15. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
16. **Liability and Indemnity:**
 - a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
17. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
18. **Bid Form:** All Bids must be submitted using the forms attached to this IFB. All blank spaces on the provided forms must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the Project.
 - b. Bidders must insert the words "no Bid" in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance, with other requested documents.
19. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.
20. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.
21. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and

regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

22. Prices: Bids must include both unit price and extended total.

- a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
- b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
- c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
- d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- e. Payment terms shall be Net 30 if not otherwise specified.
- f. Pre-payment terms are not acceptable.

23. Discounts: Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).

24. Descriptive Information: All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.

- a. Brand or trade names referenced in specifications are for comparison purposes only.
- b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.

25. Deviations to Specifications and Requirements: When Bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.

- a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
- b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid.
- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

26. Quality Guaranty: If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City at its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the

City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.

27. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
28. **Time for Delivery:** All materials ordered or otherwise required under this IFB shall be delivered when specified. **Time is therefore of the essence.** If deliveries are not made at the time agreed upon as noted in this Contract, the City reserves the right to cancel the Contract or to purchase elsewhere and hold the delaying party or parties accountable for any damages or costs sustained as a result of the delay.
29. **Acts of God:** Neither party shall be liable for delays, or defaults in the performance of this Contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
30. **Tax-Exempt:** The Successful Bidder(s) shall not invoice the City for tax. The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
31. **Evaluation Criteria and Bid Awards:** Award(s) will be made under this IFB, if any, to the lowest responsible and responsive Bidder(s) who have demonstrated that such award(s) is/are in the best interests of the City, and whose Bid(s) meet(s) the specifications and all other requirements of the IFB.
 - a. In evaluating Bids, the City will consider a multitude of factors, as appropriate for the Project under the IFB, including but not necessarily limited to the price, delivery capabilities, ability to meet timeline expectations defined in this IFB, responsibility of the Bidder, and other relevant factors such as the Bidder's past performance history, length of service/experience pertinent to the IFB, and professional reputation in its respective industry or industries.
 - b. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices; however, such discounts are encouraged to motivate prompt payment.
 - c. The City expressly reserves the right to make awards by item, groups of items, or a combination thereof.
 - d. The City expressly reserves the right to reject Bids for minor or non-material irregularities or as the best interests of the City otherwise may require or warrant.
32. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
33. **Applicable Laws and Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
 - a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. **OSHA TRAINING REQUIREMENTS:** The following terms shall apply to all public works projects, broadly defined to include all fixed works constructed for public use or benefit, or paid for wholly or in part out of public funds.

1. The successful bidder shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty (60) days of beginning work under this contract. The successful bidder shall also require all subcontractors under the contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees."
 2. Pursuant to Section 292.675, RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
- c. The provisions of Section 208.009, RSMo. shall apply to any contracts awarded under this IFB.
34. **Termination of Award:** In the event the City awards the Project under this IFB to a Bidder or Bidders, and such Bidder(s) fails to satisfy the requirements under this IFB, the City may immediately terminate the award and any agreement executed hereunder.
35. **Performance and Maintenance Bond; Payment Bond; When Required:** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Payment Bond, each in an amount equal to the total Project cost.
 - a. The Performance and Maintenance Bond shall guarantee full and faithful performance of all material terms and conditions of the Contract.
 - b. The Payment Bond shall ensure payment of all laborers, subcontractors, and material suppliers. The bonds shall be issued by a surety approved by the City and on forms approved by the City. The Payment Bond furnished shall meet all requirements set forth in Section 107.170, RSMo.
36. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of \$100 per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
37. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
38. **Equal Employment Opportunity Clause:** In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d / 78 Stat. 252), its implementing regulations promulgated at 34 CFR Part 100, and the corresponding regulations of the Department of Commerce promulgated at 15 CFR Part 8, the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full and fair opportunity to submit Bids in response to this IFB, and further that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award. The City encourages the

participation of Disadvantage Business Enterprises (“DBE”) in the bidding process, and asks that if your entity is a designated DBE, to please identify that designation on the Affidavit of Compliance with Invitation for Bid (Attachment D).

39. Insurance Requirements: For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City’s sole discretion.

- a. **Workers’ Compensation:** The Successful Bidder shall maintain Workers Compensation coverage for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor’s employees, unless such employees are covered by the Successful Bidder’s coverage. Workers Compensation coverage shall meet the minimum requirements set forth in Section 287.010 RSMo., et seq.
- b. **Employers’ Liability:** The Successful Bidder shall maintain Employers’ Liability coverage of not less than \$1,000,000 each occurrence.
- c. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of no less than \$3,448,710 each occurrence and \$517,306 each person, consistent with the sovereign immunity limits for Missouri public entities determined and published by the Missouri Department of Insurance pursuant to Section 537.610, RSMo.
- d. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder’s operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for “any auto” on an occurrence basis.
- e. Additional insurance coverage may be required to meet applicable permitting requirements, as determined by the City.

40. Required Permits and Applicable Provisions: For projects requiring permitting of any kind, the contractor shall be responsible for obtaining all such permits prior to any work beginning on the Project, or that portion of the Project for which the permit is required.

- a. **Costs/fees:** The contractor shall be reimbursed directly by the City for applicable permit fees. The cost of obtaining permits shall not be included in the contractor’s bid.
- b. **Delays:** If the contractor submits all required permit applications on or before the deadline(s) designated by the City, but experiences delays due to the issuing authority or otherwise outside the control of the contractor, the contractor may, upon request, be considered for an extension of time for Project completion, limited to the portions of the Project directly affected by the delay. The City reserves the right to grant or deny such a request, at its sole discretion.
- c. The permits required for this Project include, but are not necessarily limited to:
 - i. Missouri Highways and Transportation Commission Permit to Work on Right of Way - Local Government Projects. The General Provisions of this permit shall apply to the contractor in areas of MODOT right-of-way.

- ii. **Roadway Surfacing/Resurfacing Permit (BNSF).** The General Provisions of this permit shall apply to the contractor in areas of BNSF railroad right-of-way.
- 41. **Road Closures:** If any road closures are necessary, warranted, or are otherwise planned to occur, in connection with the work being performed on the Project, the contractor shall notify the City of such closure(s) no less than seven (7) days prior to such closure(s). Appropriate traffic control measures will be required for all road closures, at the sole expense of the contractor.
- 42. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
 - a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- 43. **Bid Tabulation:** Bidders may request a copy of the City's Bid tabulation of this IFB, which shall be provided to the requesting party once such tabulation has been completed.
- 44. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
- 45. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and/or services requested pursuant to this IFB unless otherwise noted on the Affidavit of Compliance Form attached hereto.
- 46. **Order of Precedence:** In the event any of the Terms and Conditions specified herein contradict or otherwise diverge from the Instructions to Bidders provided with this IFB, the Terms and Conditions shall take precedence over any conflicting instructions.
- 47. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
- 48. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
 - a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract

awarded under this IFB.

49. **Prevailing Wage Requirements:** The successful bidder shall comply with applicable State law provisions concerning the payment of prevailing wages on public works projects, broadly defined to include all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. Such projects include, but are not necessarily limited to, the construction of buildings, structures and other improvements such as bridges, highways, streets, tunnels, sewers, mains, power lines, pumping stations, and the like. All wages paid for such projects by or on behalf of the City shall comply with the requirements of Missouri's prevailing wage laws, Sections 290.210 – 250 *et seq.*, RSMo. Any contract awarded under this IFB will be subject to the following terms with respect to wages:
- a. Not less than the prevailing hourly rate of wages, as set forth in the wage order attached to and made part of the specification for work on the Project, shall be paid to all workers performing any work on the Project. All labor utilized shall be paid a wage of no less than the prevailing hourly rate of wages for similar work, as established by the Missouri Department of Labor and set forth in the Annual Missouri State Wage Determination No. ____, Section ____, Greene County, along with any addenda, and shall fully comply with Missouri's prevailing wage laws, Sections 290.210 – 250 *et seq.*, RSMo, or with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever mandates a higher rate of wages.
 - b. The Successful Bidder (general contractor) shall post, in a prominent and easily accessible location, a clearly legible statement of all prevailing hourly wage rates to be paid to all workers on the project, whether employed by the contractor or any subcontractor. This notice shall remain posted for the entire time any such worker is employed on the project.
 - c. The Successful Bidder will be required to forfeit to the City a penalty of One Hundred Dollars and Zero Cents (\$100.00) per day (or portion of a day) for each worker that is paid any amount less than the applicable prevailing rate for any work done by the Successful Bidder, or by any of its subcontractors on the project.
 - d. The Successful Bidder, and any subcontractors working on the project, will be required to furnish an Affidavit of Compliance to the City stating that they have fully complied with the Missouri Prevailing Wage Law. **Payment will not be remitted by the City to any contractor or subcontractor on the project unless and until the Affidavit of Compliance is filed in proper form and order with the City Clerk.**
50. **Davis-Bacon Act:** If the Project under this IFB is financed, in whole or in part, from federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, and the "Federal Labor Standards Provisions," incorporated into any agreement or contract awarded under this IFB. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.
51. **Jurisdiction and Venue:** This IFB and any executed agreement resulting from this IFB shall be taken and deemed to have been fully executed in the State of Missouri and governed by the laws of the State of Missouri for all purposes and intents. For any disputes that arise out of or relate in any way to this IFB or any executed agreement resulting from this IFB, venue shall lie in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
52. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the

successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.

53. **Modifications or Changes:** The scope of the Project under this Contract shall be subject to modification or supplementation only upon the written agreement and consent of all parties hereto, via a written addendum or amendment, duly executed by the parties.
54. **Assignment Restrictions:** Neither the City nor any other party to this Contract is permitted to assign, in whole or in part, its interest under any of the Contract Documents without the prior written consent of the non-assigning party or parties.
55. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
56. **Rights Reserved by the City:** The City reserves the right to: (1) reject any or all proposals received in response to this IFB; (2) negotiate with any qualified source of the products and/or services sought under this IFB; (3) cancel, in whole or in part, this IFB, at its sole discretion; (4) modify, suspend, or terminate any and all aspects of this IFB; (4) obtain further information from any individual or entity submitting a Bid in response to this IFB; and (5) waive any defects as to form or content of any submitted Bid(s) under this IFB. This IFB does not, in any way, obligate or otherwise require the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services or products sought herein. All submissions provided to the City in response to this IFB shall become the property of the City upon receipt, and subject to the provisions of Chapter 610, RSMo., which may subject such submission to public review upon request.
57. **American Products Requirements:** Except as provided for herein below, any manufactured goods or commodities used or supplied in the performance of the Contract, or any subcontract thereof, shall be manufactured or produced in the United States as required and in accordance with Section 34.353, RSMo. This section shall not apply when:
 - a. The purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars;
 - b. Only one line of a particular good or product is manufactured or produced in the United States;
 - c. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
 - d. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

If this section does not apply based on the exceptions set forth in either subparagraph (c) or (d) above, then the contractor shall provide the City with the information necessary to make the certifications required under Section 34.353, RSMo.

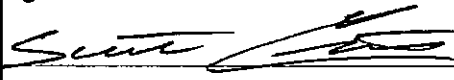
ATTACHMENT A: BID SUBMISSION FORM
MUST RETURN THIS PAGE

Description of Services and/or Equipment/Materials be Provided	Price																														
<p>Paving and Overlays 2025</p> <p>All Bids to include:</p> <ul style="list-style-type: none"> • Travel Expenses • Delivery Costs • Administrative Costs • Traffic Control <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City. • Any other requests or responsibilities of the City. <p>Note: Striping LF is estimated road footage, not lane miles of striping.</p>	<table border="1" style="width:100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width:20%;">Line Item</th> <th style="width:15%;">Unit Price</th> <th style="width:10%;">Unit</th> <th style="width:15%;">Quantity</th> <th style="width:10%;">Total</th> </tr> </thead> <tbody> <tr> <td>Milling (2")</td> <td>\$2.00</td> <td>SY</td> <td>15,005</td> <td>\$30,010.00</td> </tr> <tr> <td>Asphalt Overlay (2")</td> <td>\$70.90</td> <td>TON</td> <td>6,845</td> <td>\$485,310.50</td> </tr> <tr> <td>Striping</td> <td>\$2.00</td> <td>LF</td> <td>19,165</td> <td>\$38,336.00</td> </tr> <tr> <td>Mobilization</td> <td>\$14,000.00</td> <td>LS</td> <td>1</td> <td>\$14,000.00</td> </tr> <tr> <td>Traffic Control</td> <td>\$8,100.00</td> <td>LS</td> <td>1</td> <td>\$8,100.00</td> </tr> </tbody> </table> <p style="text-align: right; margin-right: 50px;">Total: \$ <u>575,756.50</u></p> <p>Plus any additional or miscellaneous costs/expenses:</p> <p>\$ <u>0</u></p> <p>\$ <u>0</u></p> <p>\$ <u>0</u></p> <p>\$ <u>0</u></p> <p style="text-align: right; margin-right: 50px;">GRAND TOTAL: \$ <u>575,756.50</u></p>	Line Item	Unit Price	Unit	Quantity	Total	Milling (2")	\$2.00	SY	15,005	\$30,010.00	Asphalt Overlay (2")	\$70.90	TON	6,845	\$485,310.50	Striping	\$2.00	LF	19,165	\$38,336.00	Mobilization	\$14,000.00	LS	1	\$14,000.00	Traffic Control	\$8,100.00	LS	1	\$8,100.00
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ATTACHMENT B: BID VERIFICATION/SIGNATURE PAGE

MUST RETURN THIS PAGE

In compliance with this Invitation for Bid and with all terms, conditions, and specifications imposed therein, the undersigned hereby offers and agrees to furnish the goods and/or services described herein.

<p>BID VERIFICATION/INFORMATION PAGE</p> <p>City of Republic, Missouri Attn: City Clerk 4221 S. Wilson's Creek Boulevard Republic, MO 65738</p> <p><u>IFB Project Name:</u> PAVING AND OVERLAYS 2025 – IFB NO. 25-003</p>	<p>Legal Name of Company/Entity Submitting Bid:</p> <p>Blevins Asphalt Const. Co., Inc</p> <p>Business Address: PO Box 230 Mt. Vernon, Mo. 65712</p> <p>Signature: </p> <p>Full Name: Scott Crabtree</p> <p>Title: VP</p>
<p>Telephone: 417-466-3758</p> <p>Cellular: 417-461-4559</p> <p>Facsimile: 417-466-7914</p> <p>E-mail: scrabtree@blevinsasphalt.com</p>	<p>Dated: 3/19/25</p> <p>Bidder's Federal ID Number: 43-0964288</p>

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, "[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., *the City of Republic*) to a business entity (e.g., *potential bidders in response to this IFB*), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo.

Section 285.530, RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530, RSMo. applies if the services portion of the solicitation is over \$5,000.

1. **Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009.** the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550. RSMo. which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., *et seq.*

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU)). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republcmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling 888-464-4218.

**ATTACHMENT C: AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500, RSMO. et seq.,
FOR ALL AGREEMENTS PROVIDING SERVICES IN EXCESS OF \$5,000.00
Effective 1/1/2009**

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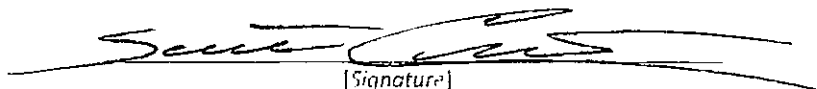
STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Greene, located in the State of Missouri, personally appeared Scott Crabtree (Name), known to me to hold the title of VP (Title) of/for Blevins Asphalt Const. Co. (Name of Company), a (circle one) corporation, partnership, sole proprietorship, and/or limited liability company, and known to me to be competent and authorized to make this affidavit, upon being duly sworn and under oath, deposes and says as follows:

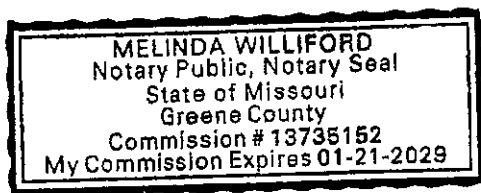
- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

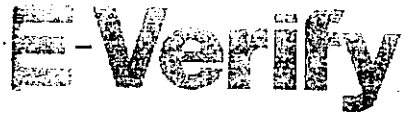
Documentation of participation in a federal work authorization program is attached to this affidavit.


[Signature]
Scott Crabtree
[Printed Full Name]

Subscribed and sworn to before me this 18 day of March, 2025
[date] [month] [year]



Melinda Williford
[Notary Public]
My commission expires: 1/21/2029



Company ID Number: 197724



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Blevins Asphalt Construction Company, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 197724

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 197724

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Blevins Asphalt Construction Company, Inc.	
Name (Please Type or Print) Rick Bekemeier	Title
Signature Electronically Signed	Date 03/13/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/13/2009



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Blevins Asphalt Construction Company, Inc.
Company Facility Address	11837 Lawrence 1163 Mount Vernon, MO 65712
Company Alternate Address	PO BOX 230 Mount Vernon, MO 65712
County or Parish	LAWRENCE
Employer Identification Number	430964288
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1



Company ID Number: 197724

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angel Shaw
Phone Number	417.466.3758
Fax	417.466.7914
Email	ashaw@blevnsasphalt.com



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This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT D: AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

MUST RETURN THIS PAGE

 X We **DO NOT** take exception to the IFB Documents/Requirements.

 We **TAKE** exception to the IFB Documents/Requirements as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Blevins Asphalt Const, Co., Inc

ADDENDA

By


(Authorized Person's Signature)

Offeror acknowledges receipt of the following addenda:

Company Address PO Box 230 Mt. Vernon, Mo. 65712

Addendum No. 1

Addendum No. 2

Telephone Number 417-466-3758

Addendum No. 3

Fax Number 417-466-7914

Addendum No.

Date 3/19/25

Email
scrabtree@blevinsasphalt.com

Federal Tax ID No.
43-0964288

DBE Vendor (Yes/No): No
Minority Owned:
Women Owned:
Veteran Owned:

ATTACHMENT E: AFFIDAVIT OF COMPLIANCE WITH SECTION 292.675, RSMO. et seq.,
REQUIRING CONSTRUCTION SAFETY TRAINING FOR PUBLIC WORKS PROJECTS
MUST RETURN THIS PAGE

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, personally appeared Scott Crabtree [Name], known to me to be competent and authorized to make this affidavit, and upon being duly sworn and under oath, deposes and says as follows:

1. I am the VP [Title] of Blevins Asphalt Const. Co. [Name of Company] (hereinafter referred to as the "Company") and am authorized to make the statements herein on behalf of the Company.
2. I am familiar with the provisions of the Construction Safety Training Act, Section 292.675, RSMo., which requires all contractors and subcontractors entering into contracts with public bodies for construction services on public works projects to train their on-site employees regarding potential identified hazards as outlined by the Missouri Department of Labor and Industrial Relations.
3. I affirm that the Company has complied fully with all requirements of Section 292.675, RSMo., including but not limited to:
 - a. Ensuring all on-site employees have completed the required OSHA 10-hour safety training program or a similar program approved by the Division of Labor Standards.
 - b. Maintaining records of completed safety training for all on-site employees and making such records available for inspection as required by law.
4. I understand that non-compliance with Section 292.675, RSMo. may result in penalties, including removal from the project and potential disqualification from future public works projects.
5. I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

FURTHER the Affiant sayeth not.

Scott Crabtree

[Affiant Name]

[Signature]

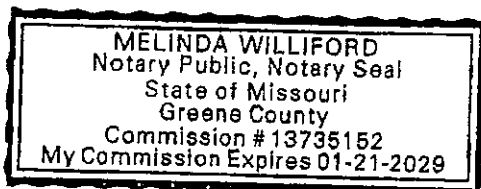
[Affiant Signature]

Subscribed and sworn to before me this 18 day of March, 2025
[date] [month] [year]

My commission expires: 1/21/2029

Melinda Williford

[Notary Public Signature]



ATTACHMENT G: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

MUST RETURN THIS PAGE

Pursuant to Republic Code Section 110.040 and applicable provisions of Chapter 105 of the Revised Statutes of Missouri, City of Republic employees and Members of the City Council are prohibited from having a financial interest, direct or indirect, in any contract to which the City is a party.

The Signer hereby certifies that (check all that apply):

No conflicts to disclose:

1. ☒ No City Councilmember, City employee, or City board or commission member is an employee, officer, partner, or owner of Respondent.
2. ☐ No spouse or dependent child of a City Councilmember, City employee, or City board or commission member is an employee, officer, partner or owner of Respondent.

Potential conflicts to disclose:

3. ☐ A City Councilmember, spouse, or dependent child is an employee, officer, partner or owner of Respondent.
4. ☒ A City employee, spouse, or dependent child is an employee, officer, partner or owner of Respondent.
5. ☐ A City board/commission member, spouse, or dependent child is an employee, officer, partner or owner of Respondent.

If you have checked 3, 4, or 5, please provide the name(s) of the involved Councilmember(s), City employee(s), City board or commission member(s), or spouse:

Michael W. Shaw

I hereby certify the information above is true and accurate, to the best of my information and belief.

Signature:



Date: 3/19/25

Name (Print): Scott Clabtree

Title:

VP

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N. MAIN AVENUE REPUBLIC, MO 65738
Missouri Tax ID Number: 12492990
Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved, pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable.

It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

ATTACHMENT H: MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project

(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 4221 S. Wilson's Creek Boulevard
 Republic, MO 65738

MO Tax Exempt I.D. #: 12492990

Contract Date: _____

Letter Effective Date: _____

Contract #: _____

Certificate Expiration Date: _____

Revised Expiration Date: _____

Project Description: _____

Project Location: _____

Project Completion Date: _____

SIGNED: _____ Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Blevins Asphalt Construction Co., Inc.
PO Box 230
Mount Vernon, MO 65712

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER:

(Name, legal status and address)

City of Republic
4221 S. Wilson Creek Boulevard
Republic, MO 65738

BOND AMOUNT:

Ten Percent of the Total Amount Bid (10%)

PROJECT:

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

Paving and Overlays 2025

Project Number, if any: 25-003

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.

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 3rd day of March, 2025

(Witness)

(Witness)

Blevins Asphalt Construction Co., Inc.

(Principal)

(Seal)

(Title)

Scott Crabtree, Vice-President

Hartford Fire Insurance Company

(Surety)

(Seal)

(Title) Nicole M Johnson, Attorney-In-Fact

Init.

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC

Agency Code: 37-284958

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 3rd, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CITY OF REPUBLIC – INVITATION FOR BID
Paving and Overlays 2025 – IFB No. 25-003

Addendum #1
March 4, 2025

This is Addendum #1 to the Invitation for Bid referenced above.

1. Correction to Invitation for Bid: Item 49, Part A of the Terms and Conditions should read as follows:

a. Not less than the prevailing hourly rate of wages, as set forth in the wage order attached to and made part of the specification for work on the Project, shall be paid to all workers performing any work on the Project. All labor utilized shall be paid a wage of no less than the prevailing hourly rate of wages for similar work, as established by the Missouri Department of Labor and set forth in the Annual Missouri State Wage Determination No. 31, Section 039, Greene County, along with any addenda, and shall fully comply with Missouri's prevailing wage laws, Sections 290.210 – 250 et seq., RSMo, or with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever mandates a higher rate of wages.

End of Addendum #1.

Any questions regarding this addendum may be directed as follows:

Angel Falig, Engineer
BUILDS Department, City of Republic
afalig@cityofrepublicmo.com
(417) 732-3415

- or -

Stefani Fitzpatrick-Duncan, Engineer (E.I.)
BUILDS Department, City of Republic
sfittzpatrick@cityofrepublicmo.com
(417) 732-3423



**CITY OF REPUBLIC – INVITATION FOR BID
Paving and Overlays 2025 – IFB No. 25-003**

Addendum #2

March 10, 2025

This is Addendum #2 to the Invitation for Bid referenced above.

- 1. Revision to Attachment A: Bid Submission Form.**
- 2. See attached RFI responses.**
- 3. Correction to Invitation for Bid: Striping is not required on Rosewood Street. Milling is required on Alexander Street. See revised Table 1.**

End of Addendum #2.

Any questions regarding this addendum may be directed as follows:

Angel Falig, Engineer
BUILDS Department, City of Republic
afalig@cityofrepublicmo.com
(417) 732-3415

- or -

Stefani Fitzpatrick-Duncan, Engineer (E.I.)
BUILDS Department, City of Republic
stefanif@cityofrepublicmo.com
(417) 732-3423

ATTACHMENT A: BID SUBMISSION FORM

MUST RETURN THIS PAGE

Description of Services and/or Equipment/Materials be Provided	Price																														
<p>Paving and Overlays 2025</p> <p>All Bids to include:</p> <ul style="list-style-type: none">• Travel Expenses• Delivery Costs• Administrative Costs• Traffic Control <p>Please note any of the following:</p> <ul style="list-style-type: none">• Any labor personnel requests of the City.• Any other requests or responsibilities of the City. <p>Note: Striping LF is estimated road footage, not lane miles of striping.</p>	<table border="1" style="width:100%; border-collapse: collapse; margin-bottom: 20px;"><thead><tr><th style="width:25%;">Line Item</th><th style="width:20%;">Unit Price</th><th style="width:10%;">Unit</th><th style="width:20%;">Quantity</th><th style="width:25%;">Total</th></tr></thead><tbody><tr><td>Milling (2")</td><td></td><td>SY</td><td align="right">15,005</td><td></td></tr><tr><td>Asphalt Overlay (2")</td><td></td><td>TON</td><td align="right">6,845</td><td></td></tr><tr><td>Striping</td><td></td><td>LF</td><td align="right">19,165</td><td></td></tr><tr><td>Mobilization</td><td></td><td>LS</td><td align="right">1</td><td></td></tr><tr><td>Traffic Control</td><td></td><td>LS</td><td align="right">1</td><td></td></tr></tbody></table> <p align="right">Total: \$ _____</p> <p>Plus any additional or miscellaneous costs/expenses:</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p align="right">GRAND TOTAL: \$ _____</p>	Line Item	Unit Price	Unit	Quantity	Total	Milling (2")		SY	15,005		Asphalt Overlay (2")		TON	6,845		Striping		LF	19,165		Mobilization		LS	1		Traffic Control		LS	1	
Line Item	Unit Price	Unit	Quantity	Total																											
Milling (2")		SY	15,005																												
Asphalt Overlay (2")		TON	6,845																												
Striping		LF	19,165																												
Mobilization		LS	1																												
Traffic Control		LS	1																												



**CITY OF REPUBLIC – INVITATION FOR BID
Paving and Overlays 2025 – IFB No. 25-003**

Request for Information

Q. Are we tying into the railroad?

A. No, but work will be in the railroad ROW.

Q. What needs to be included in the bid for railroad permitting?

A. The City directly reimbursing cost of permit fee. All other permit requirements such as coordination, additional insurance, etc. are on the contractor and should be included in bid.

Q. Who will be handling Utility adjustments?

A. City staff will handle all utility adjustments.

Q. Is transitional milling required?

A. Yes, transitional milling is required for driveways or tie-in. This is incidental construction and should be accounted for in the asphalt overlay cost.

Q. How will milling overages be paid?

A. Additional required milling that is not incidental to the construction will be paid for at a unit cost price.

Q. Can the bid sheet include quantities for each line item?

A. Yes, see Addendum #2.

Q. What asphalt tack coat is required?

A. Tack coat should be SS-1H emulsion diluted with 1 part emulsion to 2 parts water.

Q. Can we include a line item for mobilization and traffic control? The cost would not be impacted if streets are later cut due to budgeting.

A. If this change is implemented, it will be included in Addendum #2.



Q. What are the requirements for traffic control?

A. Follow MUTCD standards, 2009.

Q. When will Addendum #2 be posted?

A. Addendum #2 should be posted by Monday, March 10, 2025.

Q. What will the striping be inclusive of? Centerline striping, edge striping, crosswalks, or any symbols?

A. Centerline, edge striping, symbols, crosswalks, etc. are required to match the existing striping of the pavement prior to overlay.

Q. I also noticed that a bid bond does not appear to be required for this project and wanted to verify that is correct.

A. A Bid Bond is not required.

Q. What are the requirements for striping paint?

A. Striping must meet MODOT standard specifications.

Q. Will edge treatment be required?

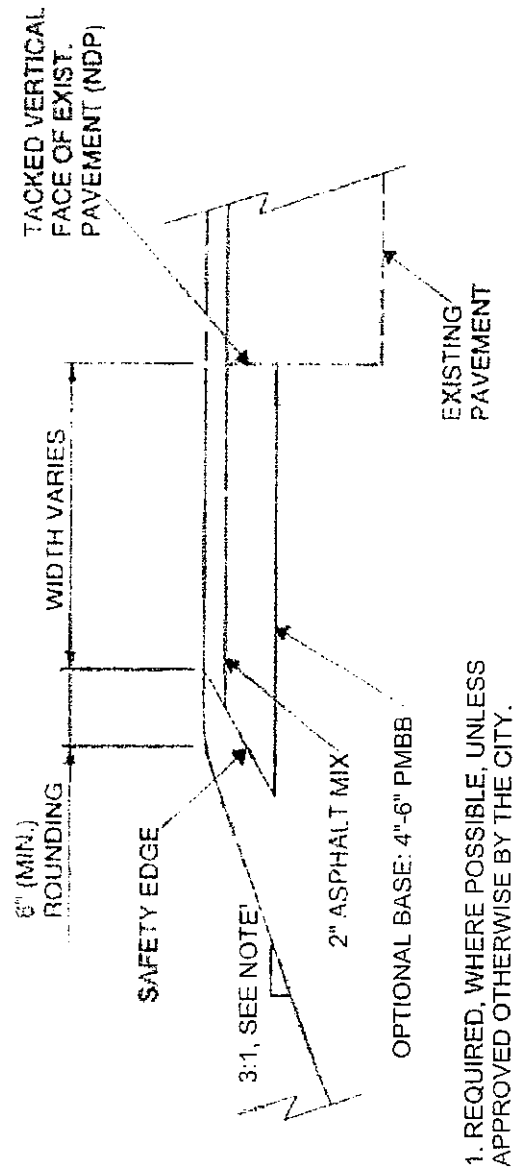
A. Yes. See attached detail.

Q. What pavement type is required?

A. BP-1 or BP-2 pavement is required. No RAP is allowed.

Road	From	To	Approx. Distance (LF)	Estimated Quantity		Striping Required
				Milling - 2" (SY)	Asphalt Overlay - 2" (TON)	
W. Farm Road 156	James River Overpass	Farm Road 107	2,840		686.3	Yes
W. Farm Road 160	Farm Road 97	Existing Gravel Drive to South	4,935		1431.2	Yes
E. Miller Road	200 ft east of Assissi Wy.	Basswood Ave.	2,600		691.2	Yes
N. College Avenue	Hines St.	Summit St.	630		121.8	No
W. Summit Street	West Ave.	Main St.	1,300		251.3	No
N. Phelps Avenue	Hines St.	Summit St.	635		122.8	No
N. Alexander Avenue	Hines St.	Dead End	1,615	1,192	351.3	No
S. Cliborne Street	Jackson St.	Mill St.	335		64.8	No
Lynn Avenue	End of Hines St. Roundabout	Miller Rd.	5,180	13,813	1502.2	Yes
Kansas Avenue	Hwy 174	375 ft South of Audrey Street	3,610		872.4	Yes
E. Rosewood Street	Linwood Ave.	East Ave.	715		190.1	No
E. Harrison Street	Hampton Ave.	130 ft West of Hwy 60	1,930		559.7	No
TOTAL			26,325	15,005	6,845	-

Table 1 – 2025 Paving and Overlays



HOT MIX ASPHALT (HMA)

ROAD WIDENING & EDGE TREATMENT

EXHIBIT 3



**CITY OF REPUBLIC – INVITATION FOR BID
Paving and Overlays 2025 – IFB No. 25-003**

**Addendum #3
March 12, 2025**

This is Addendum #3 to the Invitation for Bid referenced above.

- 1. Correction on RFI responses. See attached.**

End of Addendum #3.

Any questions regarding this addendum may be directed as follows:

Angel Falig, Engineer
BUILDS Department, City of Republic
afalig@republicmo.com
(417) 732-3415

- or -

Stefani Fitzpatrick-Duncan, Engineer (E.I.)
BUILDS Department, City of Republic
stefan@republicmo.com
(417) 732-3423



**CITY OF REPUBLIC – INVITATION FOR BID
Paving and Overlays 2025 – IFB No. 25-003**

Request for Information

Q. What pavement type is required?

A. BP-1 or BP-2 pavement is required. RAP(reclaimed asphalt pavement) is allowed.
Reclaimed asphalt shingles (RAS) are not allowed.