

CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into by and between, Jackson County, Missouri, Party of the First Part and hereinafter called the County, and

Superior Bowen Asphalt Co., LLC

a Missouri Corporation Party of the Second Part and hereinafter called the Contractor,

WITNESSETH

THAT WHEREAS, in accordance with law, the County has caused contract documents to be prepared and an Advertisement calling for bids to be published for and in connection with Jackson County, Missouri Invitation to Bid No. 23-058, Jackson County Project: Blue Springs Lake Road Renovation Project, County Project Number: PR 2023-01, and

WHEREAS, the Contractor, in response to the Advertisement, has submitted to the County, in the manner and at the time specified, a bid in accordance with the terms of the Advertisement, and

WHEREAS, the County, in the manner prescribed by law, has opened, examined, and canvassed the Bid submitted, and has determined the aforesaid Contractor to be the lowest and best bidder for the work and has duly awarded to the said Contractor, a contract therefor, for the sum or sums named in the Contractor's Bid, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the County for itself and its successors, and the Contractor for itself or themselves, and its or their successors and assigns, and its, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as defined in the attached General Conditions, Special Conditions, and Technical Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the County's official award of this contract to the said Contractor, such award being based on the acceptance of the County of the Contractor's Bid.

ARTICLE II. That the County shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the contract) of

One Million Three Hundred Thirty Three Thousand Three Hundred Thirty Four and 15/100 (\$ 1,333,334.15)

for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions.

RECEIVED

JAN 05 2024

MARY JO SPINO
COUNTY CLERK

CONTRACT AGREEMENT (cont.)

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the County to proceed with the work to be performed hereunder, and that the Contractor shall complete the work within the number of days, after the authorized starting date, stipulated in the attached Bid.

ARTICLE IV. That the Contractor expressly warrants that they have employed no third person to solicit or obtain this contract in his behalf, or to cause or produce the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that the Contractor has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commission, or percentage upon the amount receivable by themselves hereunder; and that the Contractor has not, in estimating the contract price demanded by themselves, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to themselves hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. The Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County and that the County may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The County agrees to pay the Contractor in the manner and in the amount provided in the said specifications and bid.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 21492
of December 4, 2023, these presents to be executed in its behalf by its duly
authorized agent, and the said Party of the Second Part (Contractor) has hereunto set its hand and seal.

Recommended by:

Michele Newman

Michele Newman
Director of Parks + Rec Dept.

12/20/2023

Date

Frank White, Jr.
County Executive

12.19.2023

Date

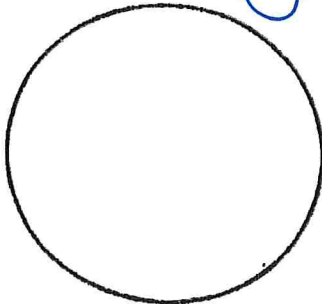
Approved to form this _____ day of _____, 2023.

Robert Smith

County Counselor

Attest:

Mary Pina
Clerk of the Legislature



Contractor
Seal (if applicable)

Mathew Bowen
By: Mathew Bowen - Superior Bowen Asphalt Co., LLC
Second Party (Contractor)

Attest:

Garrett Cates



bcp tech

A BALDWIN RISK PARTNER

**AUTHORIZATION TO INSERT DATE OF CONTRACT ON BONDS AND
POWER OF ATTORNEY**

DATE: January 3rd, 2024
To: Jackson County, Missouri
Contractor: Superior Bowen Asphalt Company, LLC
Projects: Blue Springs Lake Road Renovation Project
Bond #107861969

Dear Sir or Madam:

The undersigned is an authorized representative of Travelers Casualty and Surety Company of America, the surety for Superior Bowen Asphalt Company, LLC for and during the entire period of construction of the project described above.

Authorization is hereby given by the surety to: Jackson County, Missouri the execution of the contract on the bonds and the power of attorney.

Travelers Casualty and Surety Company of America


Kara M. Foulk, Attorney-in-Fact

BCP Tech | A Baldwin Risk Partner
1511 Baltimore, 2nd Floor
Kansas City, MO 64108
T: (816) 523-2323

Bond #107861969



PERFORMANCE AND PAYMENT BOND

Project Number #PR 2023-01

Project Title Blue Springs Lake Road Renovation

KNOW ALL MEN BY THESE PRESENTS, that we,

Superior Bowen Asphalt Company, LLC

Legal Name of Contracting Firm

of Kansas City, Missouri, hereinafter

City and State

referred to as "Contractor," and

Travelers Casualty and Surety Company of America

Name of Surety

a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Missouri, as "Surety," are held and firmly bound unto the County of Jackson, Missouri, hereinafter referred to as "Owner," in the penal sum of

One Million Three Hundred Thirty Three Thousand Three Hundred Thirty Four and 15/100 (\$ 1,333,334.15) for the payment of which sum, well and truly to be made to the Owner, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, on the 3rd day of January, 2024, the Contractor entered into a written contract with the Owner for furnishing materials, supplies, and equipment not furnished by the Owner, construction tools, equipment plant and the performance of all necessary labor, for and in connection with the construction of certain improvements described in the attached contract documents; and

WHEREAS, the contract requires payment of all wages in conformance with the official schedule of wage rates and determined by the Industrial Commission of Missouri for the Department of Labor and Industrial Relations, and compliance with the prevailing wage law of the State of Missouri, RSMo Sections 290.210 to 290.340, includes the latest amendments thereto.

WHEREAS, it was a condition of the contract award by the Owner that these presents be executed by the Contractor and Surety;

NOW THEREFORE, if the Contractor shall, in all particulars, well, duly, and faithfully observe, perform, and abide by each and every covenant, condition and part of the said contract and the conditions, specifications, drawings, and other contract documents thereto attached, or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if the Contractor shall fail to pay all just claims and demands by or in behalf of any employee or other persons, or any firm, association, or corporation for labor performed, or materials, supplies, or equipment furnished, used, or consumed by the Contractor or his subcontractors in the performance of the work, then the Surety will pay the full value of all such claims or demands in any total amount not exceeding the amount of this obligation, together with interest as provided by law.

THE UNDERSIGNED SURETY, for value received, hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the contract or work to be performed thereunder; or of the specifications or other contract documents, shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such extension of time, change, addition, or modification.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and the Surety has caused these presents to be executed in its name and its corporate seal, to be affixed by its attorney-in-fact at

AHT dba BCP Tech 1511 Baltimore, 2nd Floor, Kansas City, Missouri 64108

on this, the 3rd day of January, 2024.

CONTRACTOR

Name, address, and facsimile number

Superior Bowen Asphalt Company, LLC

520 W Pennway, Suite 300

Kansas City, Missouri 64108

816-912-3224

(Attach corporate seal if applicable)

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: 

Title: Mathew Bowen, COO

SURETY

Name, address, and facsimile number

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, Connecticut 06183

860-277-5722

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: 

Title: Attorney-in-Fact

Date: 01/03/2024





Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kara M Poulk of **KANSAS CITY, Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 3rd day of January, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



BID BOND

Project Number: Jackson County, MO Invitation to Bid No. 23-0058
County Project No. PR 2023-01; Federal No. FLAP064

Project Title: Blue Springs Lake Road Renovation

KNOW ALL MEN BY THESE PRESENTS, that we,

Superior Bowen Asphalt Company, LLC

Legal Name of Bidding Firm

of Kansas City, Missouri

City and State

hereinafter referred to as "Bidder," and

Travelers Casualty and Surety Company of America

Name of Surety

a corporation organized under the laws of the State of Connecticut,
and authorized to transact business in the State of Missouri, as "Surety," are held and firmly bound
unto the County of Jackson, Missouri, hereinafter referred to as "Owner," in the penal sum of

Five Percent of Amount Bid (\$ 5%)
for the payment of which sum, well and truly to be made to the Owner, we bind ourselves and our
heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Bidder is herewith submitting its Bid to enter into a contract with Owner for the above
referenced project.

NOW, THEREFORE the condition of the obligation is such that if the Bidder is awarded the contract
the Bidder will, within the time required, enter into a contract and give a good sufficient surety bonds
to secure the performance of the terms and conditions of the contract and for the prompt payment of
all labor and material furnished in the prosecution thereof as required by the contract documents,
then this obligation shall be void; otherwise the Bidder and Surety will immediately pay unto the Owner
the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation;
but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this 31st day of October, 2023.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Superior Bowen Asphalt Company, LLC

520 W Pennway, Suite 300

Kansas City, Missouri 64108

Fax 816-912-3224

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: 

Title: COO

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

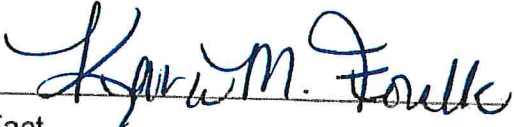
Travelers Casualty and Surety Company of America

One Tower Square

Hartford, Connecticut 06183

860-277-5722

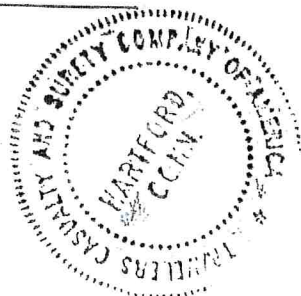
I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: Kara M. Foulk 

Title: Attorney-in-Fact

Date: October 31st, 2023

(Attach seal and Power of Attorney)



Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Superior Bowen Asphalt Company
520 W Pennway St 200
Kansas City, MO 64108
2023 Certificate: 20230221VC98

Issued: 2023-02-21

Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: PR 2023-01

Route: _____

County: Jackson

Prime Contractor: Superior Bowen Asphalt Co., LLC **Contract Amount:** \$1,333,334.15

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the Jackson County Compliance Review Office no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is (816) 881-3302 and the e-mail address for submittal is cro@jacksongov.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Redford Construction, Inc. **Address:** 17322 Rte 291, Pleasant Hill, MO 64080


(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines
20	\$4,000.00	100%	\$4,000.00	0.30%	- +
21	\$21,888.00	100%	\$21,888.00	1.64%	- +
22	\$5,750.00	100%	\$5,750.00	0.43%	- +
					- +
					- +
					- +
					- +
					- +
					- +
					- +
DBE Total:			\$31,638.00	Total % 2.37%	

**Cannot exceed contract amount for given item of work
 Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
 Allowed amount of participation will be in accordance with 49 CFR Part 26.
 Brokered services will only receive credit for fees.

Respectfully submitted:

Superior Bowen Asphalt Co., LLC
 Company Name (Prime Contractor)

Mathew Bowen - Vice President
 Name / Title


 Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: PR 2023-01

Route: _____

County: Jackson

Prime Contractor: Superior Bowen Asphalt Co., LLC

Contract Amount: \$1,333,334.15

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the **Jackson County Compliance Review Office** no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is ~~(816) 881-3302~~ and the e-mail address for submittal is cro@jacksongov.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Petro Logistics, LLC **Address:** 910 S. Kirkwood Rd., #120 Kirkwood, MO 63122

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
6	\$37,500.00	100%	\$37,500.00	2.815%	-	+
7	\$37,500.00	100%	\$37,500.00	2.815%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
			DBE Total: \$75,000.00	Total % 5.63%		

**Cannot exceed contract amount for given item of work
Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
Allowed amount of participation will be in accordance with 49 CFR Part 26.
Brokered services will only receive credit for fees.

Respectfully submitted:

Superior Bowen Asphalt Co., LLC
Company Name (Prime Contractor)

Mathew Bowen - Vice President
Name / Title



Signed (Prime Contractor)

**SUBCONTRACTOR CERTIFICATION REGARDING
AFFIRMATIVE ACTION
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 23-058**

Project: Blue Springs Lake Road Renovation
Job No. FLAP064
Route: Blue Springs Lake Roads
County: Jackson County

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Superior Bowen Asphalt Co., LLC
Company

By: 

Date: 11/07/2023

Vice President
Title

CONTRACTOR'S ACKNOWLEDGEMENT

1. Form to be used if Contractor is an individual.

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____ the day and year first above written.

(SEAL)

Notary Public

My commission expires _____, 20____.

2. Form to be used if Contractor is a partnership or unincorporated company.

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____ the day and year first above written.

(SEAL)

Notary Public

My commission expires _____, 20____.

3. *Form to be used if Contractor is a corporation*

State of Missouri)
County of Jackson) ss.

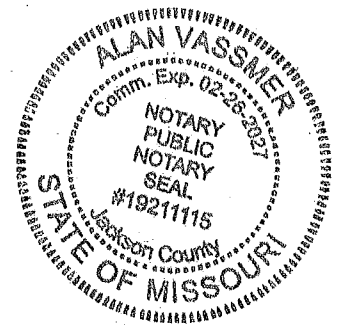
On this 7th day of November, 2023, before me appeared Mathew Bowen, to me personally known, who being by me duly sworn, did say that he/she is the Vice President of Superior Bowen Asphalt Co., LLC (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

Witness my hand and seal at Superior Bowen, 11-7-2023 the day and year first above written.

(SEAL)

Alan Vassmer
Notary Public

My commission expires 2-26, 2027.



NOTICE TO CONTRACTORS
COUNTY PROJECT NUMBER PR 2023-01 – COUNTY BID NUMBER ITB 23-058
FEDERAL PROJECT NO. FLAP064

All bids must be submitted through the Bonfire Portal at <https://jacksongov.bonfirehub.com> before 2:00PM (prevailing local time) on October 31, 2023.

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

The Contractor shall furnish all materials, equipment, tools and labor required for completing the roadway improvements, which will include: asphalt mill and overlay work, full depth asphalt pavement construction, grading, subgrade improvements, storm sewer construction, pavement markings, traffic control, and erosion control. The Contractor shall complete everything required by the Contract Documents as defined herein and all other incidental work in the most substantial and workmanlike manner.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, Second Edition, October 2023" and "Missouri Standard Plans for Highway Construction, July 2023 with October 2023 Supplemental Revisions" (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

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

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

The contracting authority for this contract is Jackson County Parks + Rec.

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

Calendar Days: 274 – See JSP B

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages: \$1500/day (road user costs) + \$500/day (contract administrative)

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

- Paper Bid Bond
 Cashier's Check

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

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 29", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

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

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

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


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

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


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

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

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal.

Mathew Bowen  _____, which is the correct LEGAL name as stated on the contractor questionnaire (if applicable).

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

Mathew Bowen  _____, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

sole individual

partnership

joint venture

corporation, incorporated under laws of state of Missouri

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

Executed by bidder this 7th day of November 2023.

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

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

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

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



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

Mathew Bowen

Please print or type name and title of person signing here

Attest:


Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 1 slots at 1000 hours per slot or 1000 hours.

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

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

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

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than

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

(20) SALES AND USE TAX EXEMPTION: Jackson County, Missouri, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

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

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Mathew Bowen of the city of Kansas City, Missouri
County of Jackson State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the Vice President (Title of Affiant) of Superior Bowen Asphalt Co., LLC (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County; Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Superior Bowen Asphalt Co., LLC (Name of Bidder)

By: [Signature] (Signature of Affiant)

Vice President (Title of Affiant)

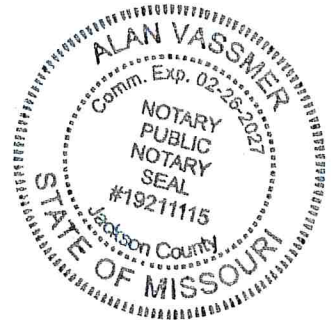
Subscribed and sworn to before me this 7 day of November, 20 23

[Signature]

NOTARY PUBLIC in and for the County of Jackson (SEAL)

State of Missouri

My Commission Expires: 2-26-2027



(Attach seal and Power of Attorney)
REVENUE CERTIFICATE

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

\$ 1,333,334.15, which is hereby authorized.

10-19-2003
Date



Manager, Division of Finance
Finance Director

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
013-1608	58040	\$1,333,334.15

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: PC 160823007 000 DM

NOTICE TO CONTRACTORS

Under the laws of the State of Missouri, any changes made in this contract must be made in writing, approved of record by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Manager, Division of Finance
Jackson County, Missouri

QUOTATION SHEET



Jackson County, Missouri Invitation to Bid No. 23-058
 County Project No. PR 2023-01, Federal Project No. FLAP064

Item No.	Description	Quantity	Units	Unit Price	Total Price
	ROADWAY				
1	Mobilization	1	LUMP SUM	\$63,500.00	\$63,500.00
2	Contractor Furnished Surveying & Staking	1	LUMP SUM	\$25,000.00	\$25,000.00
3	Removal of Improvements	1	LUMP SUM	\$5,000.00	\$5,000.00
4	Cold Milling Bituminous Pavement for Removal of Surfacing (Greater than 3 in. thick)	20,052	SQ. YD.	\$4.25	\$85,221.00
5	Cold Milling Bituminous Pavement for Removal of Surfacing (3 in. thick or less)	13,013	SQ. YD.	\$4.05	\$52,702.65
6	2" APWA-KC Type 5-01 Asphalt Surface Course	3,472	TON	\$90.55	\$314,389.60
7	6" APWA-KC Type 5-01 Asphalt Base Course	6,317	TON	\$75.70	\$478,196.90
8	Subgrade Compaction (9 in. depth)(pavement repair)	20,052	SQ. YD.	\$1.60	\$32,083.20
9	Subgrade Compaction (9 in. depth)(pavement repair)(cement stabilized)	11,828	SQ. YD.	\$6.40	\$75,699.20
10	Ditch Reconstruction	7,090	LIN. FT.	\$5.90	\$41,831.00
11	Linear Grading	3,000	LIN. FT.	\$4.95	\$14,850.00

12	Type 5 Aggregate for Base (4 in thick)	946	TON	\$29.30	\$27,717.80
13	Type 5 Aggregate for Shoulder (4 in thick)	101	TON	\$64.75	\$6,539.75
14	4 in. White Waterborne Pavement Marking Paint, Type P Beads	12,886	LIN. FT.	\$0.75	\$9,664.50
15	8 in. Yellow Waterborne Pavement Marking Paint, Type P Beads (4 in. x 2 lines)	6,197	LIN. FT.	\$1.50	\$9,295.50
16	24 in. White Type II Preformed Marking Tape (Grooved)	29	LIN. FT.	\$42.00	\$1,218.00
17	Temporary Construction Entrance	1	LUMP SUM	\$4,500.00	\$4,500.00
18	Silt Fence	4,199	LIN. FT.	\$1.85	\$7,768.15
19	Erosion Control Wattles	1,555	LIN. FT.	\$2.90	\$4,509.50
20	Riprap Outlet Protection	2	EACH	\$2,100.00	\$4,200.00
21	42 in. Pipe Group A (CMP Required)	96	LIN. FT.	\$239.40	\$22,982.40
22	42 in. or Allowed Sub. Group A Flared End Section	2	EACH	\$3,020.00	\$6,040.00
23	Construction Signs	\$50	SQ. FT.	\$10.50	\$8,925.00
24	Channelize (trim line)	200	EACH	\$42.00	\$8,400.00
25	Type III Moveable Barricade	32	EACH	\$262.50	\$8,400.00
26	Changeable Message Sign w/Comm., Contractor Furnished & Retained	4	EACH	\$3,675.00	\$14,700.00
Total Bid for Project =					\$1,333,334.15

One Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Four Dollars And Fifteen Cents

Total Amount of Bid for Project (Typed or Written)

Superior Bowen Asphalt Co., LLC

Firm Name

Note: The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.

BID (continued)

The undersigned states that this Bid is made in the character or capacity checked in this paragraph, that they are the agent of, and is duly authorized to sign for:

Superior Bowen Asphalt Co., LLC

Legal Name of Firm

and that the Bid is signed with the full understanding of the plans, provisions, specifications, and the foregoing terms of the Invitation to Bid.

- | | | | |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | Missouri Individual | <input type="checkbox"/> | Foreign Individual |
| <input type="checkbox"/> | Missouri Partnership | <input type="checkbox"/> | Foreign Partnership |
| <input checked="" type="checkbox"/> | Missouri Corporation | <input type="checkbox"/> | Foreign Corporation |
| | Licensed in Missouri | | |
| <input type="checkbox"/> | Individual or Partnership, Missouri or Foreign, doing business in Missouri under fictitious name, registered in the office of Secretary of State. | | |

Dated at Kansas City, Missouri
City, State

this 7th day of November, 2023

SIGNATURES

Name and Address of all Partners



Authorized Signature

Vice President

Title of Person Signing

Attest (Seal)



SUPEBOW-01

E HIGGINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: AHT Insurance, A Baldwin Risk Partner... CONTACT NAME: ... INSURER(S) AFFORDING COVERAGE: INSURER A: American Contractors Insurance Company Risk Retention Group... INSURER B: XL Specialty Insurance Company... INSURER C: ACIG Insurance Company... INSURER D: Berkley Assurance Company... INSURER E: Travelers Property Casualty Company of America... INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Prof/Pollution Liab, and Equipment Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Blue Springs Lake Road Renovation Project, County Project Number: PR 2023-01

Jackson County, Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, are named as Additional Insured for the services performed under contract. Coverage is primary and non-contributory. Waiver of Subrogation applicable where allowed by statute and if required by written contract.

CERTIFICATE HOLDER: Jackson County, Missouri 415 E. 12th St RM G-1 Kansas City, MO 64106 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]