

**Contract Documents and Specifications  
for**

**2023 Pavement Maintenance Program  
Surface Treatments**

**County Project No. 3273  
ITB No. 23-011**

**Jackson County, Missouri  
Department of Public Works  
Engineering Division  
303 West Walnut Street  
Independence, Missouri 64050  
(816) 881-4530**

**FILED**

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COUNTY CLERK

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## 1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids from qualified contractors for the 2023 Pavement Maintenance Program – Surface Treatments for the Jackson County, Missouri Public Works Department.
- 1.2 This is Jackson County, Missouri Invitation to Bid No. 23-011. Response Deadline is 2:00 PM, CST on March 7, 2023.
- 1.3 Submission of Bids: Bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Bids submitted by any other method will not be accepted.
- 1.4 Point of Contact: The Point of Contact for this Invitation to Bid is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.5 Project Location: Please see Appendix C of this Invitation to Bid.
- 1.6 This is Jackson County, Missouri Public Works Project Number 3273.

## 2.0 QUESTION PROCEDURE

- 2.1 All Questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Invitation to Bid.
- 2.2 All Questions must be received on the Bonfire Portal by 5:00 PM, CST on February 28, 2023.
- 2.3 All Questions will be answered in the Opportunity Q & A or in the form of Addenda to the Invitation to Bid on the Bonfire Portal.
- 2.4 Bonfire will notify bidders of Addenda if they have obtained the Invitation to Bid through Bonfire.
- 2.5 Bidders and their agents (including subcontractors, associates, consultants, or their agents **may not contact any other County associate, staff or elected official** regarding the matters covered by this Invitation to Bid during the solicitation and evaluation of bids.
- 2.6 Inappropriate contacts are grounds for **REJECTION OF YOUR BID**.

## 3.0 BIDDING REQUIREMENTS

- 3.1 Bid Bond Required:
  - 3.1.1 A Bid Bond in the amount of five percent (5%) of the total bid amount must be uploaded with your bid documents and turned in to the Purchasing Department, Jackson County Courthouse, 415 East 12th Street, Ground Floor, Room G-1, Kansas City, Missouri 64106 upon the request of the Purchasing Department.
  - 3.1.2 Bid Surety can be in the form of a Bid Bond by a Surety Company acceptable to the

Jackson County, Missouri Purchasing Department, authorized to do business in the State of Missouri and listed on the Federal Register.

3.1.3 Failure to provide a Bid Bond with this Invitation to Bid will lead to the **REJECTION OF YOUR BID.**

**4.0 AWARD REQUIREMENTS**

- 4.1 Certificate of Insurance:** The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen of the Purchasing General Conditions and Exhibit A of the Purchasing Information and Forms included herein, within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.2 Performance and Payment Bond Required:** The Successful Bidder will be required to submit to the Purchasing Department a Performance and Payment Bond in the amount of 100% of the contract award within ten business days after Notification of Award. The bond must be in a form acceptable to the Director of Finance and Purchasing and executed by a Surety Company registered to do business in the State of Missouri and listed on the Federal Register. Bonds must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.3 Maintenance Bond Required:** The Successful Bidder shall be required to submit a Maintenance Bond on the completed work being for a **One-Year Maintenance Period.** The bond must be in a form acceptable to the Director of Finance and Purchasing executed by a Surety Company authorized to do business in the State of Missouri and listed on the Federal Register. The Bond must be received by the Public Works Department at the final acceptance of the work.
- 4.4 Project Exemption Certificate:** Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon request of the Successful Respondent, Jackson County will issue a project specific Missouri Sales Tax Exemption Certificate to the Successful Bidder and their named subcontractors to be utilized during the performance of this project. This certificate must be requested **prior to the purchase of any materials, supplies and/or equipment.** Under no circumstances will this certificate be back dated to cover materials, supplies or equipment already purchased.
- 4.5 Compliance with Chapter 6:** The Jackson County Code for Minority, Women and Veteran Business Utilization will be required on this Invitation to Bid. The **MBE/WBE/VBE Participation Affidavit** must be filled out and submitted with your bid. **If Goals are set by Compliance, they are required, not suggested.** The recommended Bidder will be required to submit a **List of Intended Subcontractors** to Compliance Review for approval before final award is made. The Participation Affidavit and the List of Intended Subcontractors make up the Contractor's Utilization Plan and are contractually binding. **Failure to comply will result in the REJECTION OF YOUR BID.**
- 4.6 Compliance with State Wage Determination:** Compliance with Prevailing Hourly Rate of Wages is required on any resulting contract pursuant Section 290.262 RSMo 1984 Division of Labor Standards, State of Missouri.

**5.0 PURCHASING INFORMATION AND FORMS:**

- 5.1 Purchasing Information, to be read and considered before submitting bid:
  - 5.1.1 General Terms and Conditions
  - 5.1.2 Certificate of Compliance Notice
  - 5.1.3 Insurance Requirements
  - 5.1.4 State of Missouri Wage Determination
- 5.2 Purchasing Forms to be downloaded, filled out and submitted with your bid:
  - 5.2.1 Affidavit
  - 5.2.2 Acknowledgement of Addenda
  - 5.2.3 Exceptions
  - 5.2.4 MBE/WBE/VBE Participation Affidavits

**6.0 PUBLIC WORKS INFORMATION:**

- 6.1 **Proposed Work:** A total of 87,092 square yards of scrub sealing, 71,309 of fog sealing, 9,185 pounds of crack sealing, and associated pavement markings.
- 6.2 **Bid Quantities:** The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
- 6.3 **Local Conditions Affecting Work:** Each Bidder shall visit the site of the work and shall completely inform themselves relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of bid. There will be no subsequent financial adjustment for lack of such information.
- 6.4 **Period of Performance:** All work shall be 100% complete by September 16, 2023.
- 6.5 **Liquidated Damages:** The Successful 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 Special Conditions SC-49 herein.
- 6.6 **Safety Training:** Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-

site employees within sixty (60) days of beginning work on the construction project.

- 6.7 OSHA Ten Hour Training Requirement:** 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.
- 6.8 Project Award:** This project will be awarded to the lowest, responsive, responsible Bidder.

**7.0 PUBLIC WORKS FORMS:**

- 7.1 Bid Form
- 7.2 Equipment Questionnaire
- 7.3 List of Contracts on Hand
- 7.4 Proposed Contract



## **GENERAL CONDITIONS**

### **GC-1 SCOPE**

The contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this contract, and which are not applicable thereto. Any requirement, provision, or other stipulation of these general conditions which pertains to a nonexistent condition, and is not applicable to the work to be performed hereunder, shall have no meaning in the contract.

### **GC-2 CONTRACT DOCUMENTS**

It is understood and agreed that the Invitation to Bid, contract agreement, special conditions, general conditions, specifications, plans, addenda thereto, and duly authorized change orders, together with any and all supplementary drawings furnished by the Engineer as and when required to make clear, and to define in greater detail, the intent of the contract plans and specifications, other drawings, specifications, and engineering data furnished by the Contractor (when and as approved by the County or Engineer), and instructions furnished by the manufacturers of equipment for the installation thereof are each and all included in this contract, and the work shall be done in full compliance and accord therewith.

### **GC-3 DEFINITIONS**

Any word, phrase, or other expression defined in this paragraph GC-3 and used in these contract documents shall have the meaning herein given:

- a. "Contract" or "contract documents" shall include all of the documents and drawings enumerated above in paragraph GC-2.
- b. "County" shall mean the corporation (municipal or otherwise), board, district, or other political subdivision, company, or firm, who is named and designated as the "Party of the First Part" in the contract agreement hereto attached and for whom the work covered by this contract is to be performed, acting through its duly authorized officers or agents.
- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual, named and designated in the contract agreement as the "Party of the Second Part" and who has entered into this contract for the performance of the work covered thereby, and its, or their duly authorized agents and other legal representatives.
- d. "Engineer" or "A-E" shall mean the Director of the Jackson County Public Works Department, or their authorized agent.
- e. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the County or Engineer, limited in each case to the particular duties entrusted to them.
- f. "Date of Contract" or words equivalent thereto shall mean the date written in the first paragraph of the contract agreement.
- g. "Day" or "days" unless herein otherwise expressly defined shall mean a calendar day or days of 24-hours each.
- h. "The work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this contract, unless some other meaning is indicated by the context.
- i. "Plans" or "the plans" or "the contract plans" shall mean and include all:
  - (1) Drawings caused by the County to be prepared as a basis for proposals.
  - (2) All drawings submitted by the successful bidder with their bid and by the Contractor to the County, when and as approved by the Engineer and
  - (3) All drawings submitted by the County or Engineer to the Contractor during the

progress of the work as provided for herein.

- j. Whenever in these contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the County and Engineer is intended.
- k. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the County and Engineer.

Whenever any statement is made in the contract documents concerning the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding agreement of the parties executing the contract agreement of which these general conditions are a part.

#### **GC-5 TITLES AND SUBHEADINGS**

The titles or subheadings used in this contract and on the contract plans and drawings and in the specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

#### **GC-6 COPIES OF CONTRACT**

Five (5) copies of the Contractor's proposal as submitted, bond form(s), a statutory bond where required, and the contract agreement shall be prepared. Five of these copies, each containing the bond (or bonds) properly executed and the contract agreement signed by the Contractor, shall be submitted to and signed by the County; two of the copies so signed shall be delivered to the Contractor—one for their surety company and one to the Engineer- Engineer. Two copies shall remain with the County.

#### **GC-7 SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS**

The said specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of specifications and plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer. Should anything be omitted from the specifications and plans which is necessary to clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the contract, specifications and plans. The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

#### **GC-8 FIGURED DIMENSIONS TO GOVERN**

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

**GC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULES**

The Contractor shall check all dimensions, elevations, and quantities shown on the plans, and schedules given to them by the Engineer and shall notify the Engineer- Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions, which they may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

**GC-10 DRAWINGS TO BE FURNISHED BY CONTRACTOR**

The Contractor shall check and verify all field measurements and shall furnish/ all shop, fabrication, assembly, and other drawings required by the specifications; drawings of equipment and devices, offered by the Contractor for approval of the Engineer, in sufficient detail to adequately show the construction and operation thereof; drawings showing essential details of any changes in design of construction proposed, for consideration of the County, by the Contractor in lieu of the design or arrangement required by the contract or any item of extra work thereunder; and all required special wiring and piping layouts. Not less than three (3) preliminary copies of each such drawing shall be submitted to the Engineer for their check and approval, together with the same number of copies of each drawing required by the Engineer to be revised. On final approval, the Engineer shall be furnished with a total of not less than two (2) copies, and more when required, of each drawing as finally approved; such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval by the Engineer, all such drawings shall become a part of the contract documents and the work or equipment shown thereby shall be in conformity therewith unless required by the County. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or their subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer's check and approval of drawings submitted by the Contractor will be for, and will cover, only general conformity to the plans and specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown nor shall such approval relieve the Contractor of their responsibility for errors contained in such drawings.

**GC-11 APPROVED EQUAL**

If the Contractor desires to substitute materials, appliances, equipment, etc., specified in the specifications, the Contractor shall request, in writing, an approval from the Engineer. Said materials; appliances, equipment, etc. can only be used as approved equal after receipt from the Engineer of written approval thereof. If the Engineer- Engineer is not familiar with the products for which the Contractor desires approval as an equal, they will reserve the right to have the products submitted to an independent testing laboratory of their choosing, to determine if the substitute product is an equal. The costs of such tests shall be borne by the Contractor or the parties offering the product as an approved equal.

**GC-12 OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof furnished by the Engineer are their property. They are not to be used on other work, and except for the signed contract set, are to be returned to them on request, at the completion of the work.

**GC-13 SAMPLES**

The Contractor shall furnish for approval, with such promptness as to cause no delay in their own work or in that of any other Contractor, all samples as directed by the Engineer. The Engineer shall check and approve such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the information

given in the contract documents. The work shall be in accordance with approved samples.

**GC-14 CONTRACTOR TO FURNISH STAKES AND HELP**

When the documents or specifications require that the Engineer perform staking, the Contractor shall furnish without charge, competent employees from their force and such tools, stakes, and other materials as the Engineer may require for the proper staking out of the work, and in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with said work the Contractor shall perform all work necessary to locate all construction on the site for building projects. A registered land surveyor employed by the Contractor shall locate the building corners.

**GC-15 LINES AND GRADES**

All work done under this contract shall be done to the lines, grades, and elevations shown on the plans. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which they wish to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer and of delay to the Contractor. This paragraph applies to projects for which the Engineer is to make staking surveys and payment is on a unit price basis.

**GC-16 WORK DONE WITHOUT LINES OR GRADES**

Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

**GC-17 PRESERVATION OF MONUMENTS AND STAKES**

The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes, and in case of willful or careless destruction of the same will be charged with the resulting expense of replacement. The Contractor shall have no claim for damages or extension of time due to such destruction. In case of any permanent monuments, bench marks, section corner and quarter-section corner monuments which must be removed or disturbed during construction, the Contractor shall carefully protect and preserve the same until they have properly referenced for relocation and replacement. The Contractor shall furnish at their own expenses a duly qualified and licensed (Missouri) land surveyor to reference and reestablish, after completion of construction, with permanent markers as is normally used in these locations. The Contractor shall also furnish a certificate sealed by the land surveyor with a statement that the monument recovered was reset in the same location prior to final acceptance of the project by the County.

**GC-18 LEGAL ADDRESS OF CONTRACTOR**

Both the business address of the Contractor given in the bid upon which this contract is founded, and the Contractor's office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the post office of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the County. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

**GC-19 CONTRACTOR'S OFFICE AT SITE OF WORK**

During the performance of this contract, the Contractor shall maintain a suitable office at or near the site of the work which shall be the headquarters of a representative authorized to

receive drawings, instructions, or other communications or articles from the County or the County's agents; and any such communications given to the said representative, or delivered at the Contractor's office at the site of the work in their absence, shall be deemed to have been given to the Contractor.

**GC-20 RESPONSIBILITY OF CONTRACTOR**

The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. They shall cover and protect their work from damage, and all injury to the same (before the completion and acceptance of this contract) shall be made good by them. The Contractor shall be solely answerable for all damage to the County or the property of the County, to other contractors or other employees of the County, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of themselves or their subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this contract, or any extra work undertaken as herein provided, or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

**GC-21 PATENTS**

It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and they shall be liable for any damage or claims for patent infringements. The Contractor shall at their own cost and expense defend any and all suits or proceeding that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the owner in the design of the work to be done under this Contract or by the Technical Specifications therefor.

**GC-22 INDEPENDENT CONTRACTOR**

The right of general inspection of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent Contractor in respect to the work.

**GC-23 RELATIONS WITH OTHER CONTRACTORS**

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the County, and employees who may be employed by the County, on any work in the vicinity of the work to be done under this contract, and they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or workmen. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the County at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workmen of the County, in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the County on that account other than for an extension of time. When two or more contracts are being executed at one time in such a manner that work on one contract may interfere with that of another,

the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of employees, materials, or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

**GC-24 DEFENSE OF SUITS**

In case any action at law or suit in equity is brought against the Owner or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence, of the Contractor or their subcontractors, or their or their employees or agents, the Contractor shall indemnify and save harmless the Owner, and officers and agents of the Owner, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

**GC-25 METHODS OF OPERATION**

The Contractor shall give to the Engineer full information in advance as to their plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of their methods of executing the work, appear to the Engineer to be unsafe, inefficient, or inadequate to ensure the required quality, or rate of progress, of the work, they may order the Contractor to increase or improve their facilities or methods, and the Contractor shall promptly comply with such orders, but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from their obligations to secure the degree of safety, the quality of work, and the rate of progress required by this contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of their plant, equipment, and methods. The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the County, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean that the Engineer has no objection to the Contractor's use or adoption, at their risk and responsibility, of the plan or method so proposed by the Contractor.

**GC-26 SUGGESTION TO CONTRACTOR ADOPTED AT THEIR OWN RISK**

Any plan or method of work suggested by the Engineer, or other representative of the County, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the County will assume no responsibility therefor.

**GC-27 AUTHORITY AND DUTY OF THE ENGINEER**

It is mutually agreed by and between the parties to this contract, that the Engineer shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this contract that the Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this contract; that they shall determine all questions in relation to said work and the construction thereof; that they shall in all cases decide every question which may arise relative to the execution of this contract on the part of said contractor; that their decisions and findings shall be the conditions precedent to the right, of the parties hereto, to any action on the contract, and to any rights of the Contractor to receive any money under this contract provided, however, that should the Engineer render any decision or give any directions which, in the opinion of the Contractor, is not in accordance with the meaning and intent of this contract, the Contractor may file with the

Engineer within thirty (30) days, their written objection to the decision or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work, and the decision or directions of the Engineer as rendered shall be promptly carried out.

**GC-28 INSPECTION**

It is agreed by the Contractor that the County shall be and is hereby authorized to appoint or employ (either directly or through the Engineer) such Engineers, and inspectors as the County may deem proper, to inspect the materials furnished and the work performed under this contract, and to see that the said materials are furnished, and the said work performed, in accordance with the plans and specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the inspectors, for the proper inspection and examination of the work and all parts thereof. The Contractor shall regard and obey the directions and instructions of the Engineer, or any inspector so appointed, when the same are consistent with the obligations of this contract and the specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate Engineer, or inspector, the contractor may make written appeal to the Engineer for their decision. Engineers, inspectors and other properly authorized representatives of the County or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of their employees shall be sufficient reason, if the County so decides, to annul the contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expenses to the County, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. The Engineer does not assume any responsibility for work or action of the Contractor.

If work on any project is subject to the approval of the Federal Highway Administration, representatives of the Missouri Highways and Transportation Commission and the Federal Highway Administration shall have access to the project for the purpose of inspecting and reviewing work being performed by any contractor or subcontractor on the project. Contractors and subcontractors shall maintain books, account, ledgers, invoices, drafts, documents, pages, and other business records pertaining to the performance of this project and shall require that such materials be available at the contractors field or permanent business offices at all reasonable times during the performance of the contract and for three years from date of final FHWA voucher acceptance under the contract, for inspection by authorized representatives of the Commission and/or the Federal Highway Administration.

**GC-29 NO WAIVER OF RIGHTS**

Neither the inspection by the County or any of the County's officials, employees, or agents, nor any order by the County for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the County or Engineer, nor any extension of time, nor any possession taken by the County or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the County, or any right to damages herein provided, or shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

**GC-30 SUPERINTENDENCE OF WORK**

The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendent of all operations for and in connection with the work being performed under this contract, either personal or by a duly authorized superintendent or other representative. The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith.

**GC-31 ORDERS TO CONTRACTOR'S AGENT**

Whenever the Contractor is not present on any part of work where it may be desired to give directions, orders may be given by the Engineer or their representative, to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

**GC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY**

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of themselves or their employees. The Contractor shall indemnify, defend, and save harmless the County against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not.

**GC-34 MODIFICATIONS AND ALTERATIONS**

In executing the contract agreement, the Contractor agrees that the County shall have the right to make such modifications, changes, and alterations, as the County may see fit, in the line, grade, form, arrangements, dimensions, extent, or plan, of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the contract and the performance, payment, and maintenance bond contained therein. Where any modification, change, or alteration increases the quantity of work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of the work actually done, either at unit prices included in the contract, or, in the absence of such unit prices, as extra work. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction. The Engineer shall determine, on an equitable basis, the amount of:

- a. Credit due the County for contract work not performed, as a result of modifications or alterations authorized hereunder, where the value of the omitted work is not fixed by unit prices in the contract.
- b. Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the work as originally planned but which could not be used in any part of the work as actually built.



- c. Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents. All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under the authority of the County or by the County directly.

**GC-35 EXTRA WORK**

The term "extra work" as used in this contract, shall be understood to mean and to include all work that may be required by the Engineer or County to be performed by the Contractor to accomplish any change or alterations in, or addition to, the work shown by the contract plans, or required or reasonably implied by the specifications, which is not covered by the bid and not otherwise provided under "Modifications and Alterations" herein. It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or County. When such extra work is ordered, it shall be paid for either by a lump sum or by unit prices mutually agreed upon by the County and Contractor in writing, or if such agreement cannot be made, on a force account basis, to be compensated in the following manner:

- (1) Labor. For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foreman are actually engaged in such work.  
  
The Contractor shall receive the actual costs paid to, or on behalf of, employees by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.  
  
An amount equal to 20 percent of the sum of the above items will also be paid the Contractor.
- (2) Bond Insurance and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost six percent will be added. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.
- (3) Materials. For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by them (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
- (4) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum 15 percent will be added.
- (5) Miscellaneous. No additional allowance will be made for general superintendent, the use of small tools, or other costs for which no specific allowance is herein provided.
- (6) Compensation. The Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis.

- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (a) Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
  - (b) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
  - (c) Quantities of materials, prices, and extensions.
  - (d) Transportation of materials.
  - (e) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
  - (f) Statements shall be accompanied and supported by received invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from their stock, that the quantity claimed was used, and that the price and transportation claimed represent the actual cost to the Contractor.

The Contractor shall not begin any work for which price payments under classifications are not provided in the contract without first bringing the matter to the attention of the Engineer and no bills or charges for "Extra Work" will be allowed except for that ordered in writing before its execution.

#### **GC-36 PROVISION FOR EMERGENCIES**

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interests, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate. The cost and expense of such work and materials so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due (or to become due) the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

#### **GC-37 ASSIGNMENT AND SUBLETTING OF CONTRACT**

Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of their Contract to any individual firm or corporation without written consent of the Owner. This consent of the Owner, will not be given unless, and until, the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the Engineer. The subcontract shall bind the subcontractor to comply with all requirements of this

Contract, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire Contract may be made only upon written consent of the Owner. The Contractor's own forces and equipment shall perform not less than fifty percent (50%) of the contract work.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of their liabilities under their contract.

The Contractor shall give their personal attention of any portion of their contract, which has been sublet, and they shall be responsible for its proper construction.

The prime Contractor, as a condition of this Contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

#### **GC-38 RIGHT OF COUNTY TO TERMINATE CONTRACT**

If the work to be done under this contract shall be abandoned by the Contractor; or if this contract shall be assigned by them otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of their assets be made for the benefit of their creditors, or if a receiver should be appointed for the Contractor or any of their property; or if at any time the Engineer shall certify in writing to the County that the performance of the work under this contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this contract or the specifications therefore, or that they are executing the same in bad faith or otherwise not in accordance with the terms of said contract, or if the work be not substantially completed within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and their surety of said County's intention to terminate this contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this contract shall cease and terminate. In the event of such termination, the County shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the County may take over the work and prosecute same to completion, by contract or otherwise, for the account of the Contractor. The Contractor and their surety shall be liable to the County for any and all excess cost sustained by the County by reason of such prosecution and completion including compensation for additional engineering, managerial and administrative expense; and in such event the County may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

#### **GC-39 SUSPENSION OF WORK ON NOTICE**

The Contractor shall delay or suspend the progress of the work or any part thereof, whenever they shall be so required by verbal order of the County or Engineer at the moment it is issued. Said verbal order will be confirmed by written order at the request of the Contractor which shall note the time the verbal order was issued. The Contractor shall delay or suspend the progress for such periods of time as required to comply with directions issued by County or Engineer, provided that, in the event such delay or suspension of the progress of the work, or any part thereof, the time for completion of the work so suspended or delayed by such suspensions shall be extended for a period equivalent to the time lost; however, such order of the County or Engineer shall not otherwise modify or invalidate any of the provisions of this contract. In the event that the work shall be stopped by order of the County or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the County to the Contractor.

**GC-40 LOSSES FROM NATURAL CAUSES**

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at their own cost and expense.

**GC-41 LAWS AND ORDINANCES**

The Contractor shall keep themselves fully informed of all existing and current regulations of the County, State and National laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. They shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the County and the County's officers and agents against any claims or liability arising from or based on any violation of the same.

**GC-42 SANITARY REGULATIONS**

In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of their employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

**GC-43 CHARACTER OF EMPLOYEES**

The Contractor shall employ only employees, who are competent to perform the work assigned to them and (in the case of skilled labor), who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available. Whenever the Engineer shall notify the Contractor that any employee on the work is, in their opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the work to any person representing the County, such employee shall be immediately discharged from the work and shall not be reemploy thereon except with the consent of the Engineer.

**GC-44 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK**

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays, or legal holidays, without the written approval or permission of the Engineer in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or equipment, or in the case of an emergency. The Contractor may establish night work as a regular procedure, with the written permission of the Engineer. The Engineer, however, may revoke such permission, at any time if the Contractor fails to maintain at night, adequate equipment for the proper prosecution and control of the work, and all operations performed thereunder.

**GC-45 UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, wet ground, or other unsuitable construction condition, the Contractor shall confine their operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof unless, by special means or precautions approved by the Engineer, the Contractor shall be able to perform the work in a proper and satisfactory manner.

**GC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK**

The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the County, commence the work to be done under this contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor

may be required to furnish the Engineer with a tentative schedule setting forth in detail the procedure they propose to follow, and giving the dates on which they expect to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

**GC-47 HINDRANCES AND DELAYS**

In executing the contract agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, they have taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or employees or otherwise. The Contractor shall make no charge for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this contract, except as provided in the paragraph on "Suspension of Work on Notice" of these GENERAL CONDITIONS.

**GC-48 EXTENSION OF TIME**

Should the Contractor be delayed in the final completion of the work by any act or neglect of the County or Engineer, or of any employee of either, or by any other contractor employed by the County, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay shall be granted by the County provided, however, that the Contractor shall give the County, and the Engineer, within ten (10) consecutive days from the start of such delay, notice in writing of the cause of delay in each case. Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed.

**GC-49 LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to this contract, in signing the agreement thereof, that time is of the essence of this contract, and that in the event that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefor in the contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said County, as stipulated liquidated damages and not as a penalty, the sum indicated in the Special Conditions for each and every calendar day that the Contractor shall be in default. In case of joint responsibility for any delay in the final completion of the work covered by this contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one (1) day of delay in the final completion of the work, will not be greater than the amount listed in SPECIAL PROVISIONS, and the amount assessed against any one Contractor for one (1) day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in judgment of the County. The County shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damage for nonperformance of this contract at the time stipulated herein and provided for.

**GC-50 TESTS OF MATERIALS OFFERED BY CONTRACTOR**

All specified and required tests for approval of source of materials shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the County. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin,

method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the County in as many certified counterparts as may be required by the said owner.

**GC-51 TESTING OF COMPLETED WORK**

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order and shall be placed in such condition and order, at the expense of the Contractor. All tests of completed work required under this contract shall be made under the direction of the Engineer by and at the expense of the Contractor, whom shall repair at their own expense all damage resulting from the testing.

**GC-52 REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES**

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon their failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the serving of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the County and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

**GC-53 PLACING WORK IN SERVICE**

If desired by the County, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose, but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this contract is finally accepted and for a year thereafter as stipulated in paragraph GC-55.

**GC-54 DISPOSAL OF TRASH AND DEBRIS**

The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall (without charge) carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by them and shall remove all rubbish of every kind from the tracts or grounds which they have occupied and shall leave them in a first class condition.

**GC-55 DEFECTIVE WORKMANSHIP AND MATERIALS**

During a period of one (1) year from and after the date the final acceptance by the County of the work embraced by this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the County, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or their agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the County is hereby authorized to make such repairs at the Contractor's expense providing, however, that in case of an emergency where, in the judgment of the County, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

**GC-56 EQUIPMENT GUARANTY**

All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this contract shall be guaranteed by the Contractor and their surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damage or failure, under normal operation of

the equipment and devices under specified conditions, for a period of one (1) year, unless specified in the Specifications for a longer period from and after the date of acceptance thereof by the County, and each item of equipment or part thereof thus proving to be defective within the specified period of the guaranty shall be replaced (without cost to the County) by the manufacturer of the defective item of equipment, by the Contractor, or by their surety under the terms of the performance, payment and maintenance bond. This equipment guaranty shall also apply to, and shall include, any and all replacements of defective equipment or parts made thereunder, and the period of the guaranty of each such replacement shall be from and after the date of installation thereof.

**GC-57 CLAIMS FOR LABOR AND MATERIALS**

The Contractor shall indemnify and save harmless the County from all claims for labor and materials furnished under this contract, or any alterations or modifications thereof, and shall furnish the County with satisfactory evidence, when called for by it, and that all persons, firms, or corporations, who have done work or furnished materials under this contract, for which the County may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient, within the discretion of the County, to meet the claims of the persons, firms and corporations, aforesaid, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this contract, shall be retained until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

**GC-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS**

The Performance and Payment, and Maintenance bonds shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverages purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.

- a. For the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of Contract Documents and herein defined;
- b. For payment of all just claims for labor performed and material furnished; and

For the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the Contract, where such repair or replacement is required because of defective workmanship or materials, or both, and for the replacement of defective equipment or parts thereof, within a period of one (1) year after the date of acceptance as herein provided. The Owner agrees to mail a notice to the Contractor, calling their attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying their surety of such failure.

**GC-59 ESTIMATED QUANTITIES**

(Where total bid is the sum of unit price extensions.) The Contractor agrees that the quantities of work as stated in their bid, or indicated on the plans, are accurate for the construction shown, and that during the progress of the work the County may find it advisable, and it shall have the right, to omit portions of the work and to increase or decrease the quantities, and that the County reserves the right to add to or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this contract, which has not actually entered into the construction of said improvements.

**GC-60 MONTHLY ESTIMATES AND PAYMENTS**

- a. Unit Price Contracts: On or about the first day of each month, the Engineer will make

an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month. The Contractor shall furnish to the Engineer such detailed information as requested to aid them as a guide in the preparation of monthly estimates.

- b. **Lump Sum Contracts:** On or about the first day of each month the Contractor shall submit to the Engineer - Engineer an itemized application for payment, supported to the extent required by the Engineer by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Engineer may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, divided so as to facilitate payments to subcontractors in accordance with such forms as the Engineer and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer may direct. This schedule, when approved by the Engineer shall be used as a basis for Certificates for Payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule. If payments are made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the County's title to such material or otherwise adequately protect the County's interest including applicable insurance.
- c. **Certification for Payments:** On or about the 10th day of the month the Engineer shall submit payment estimates or certificates of payment to the County. After the County shall have approved each such estimate, the County shall pay to the Contractor ninety-five (95) percent of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the County shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void this contract.

#### **GC-61 LIENS**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as they have knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify them against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

#### **GC-62 COMPLETION AND ACCEPTANCE OF WORK**

The Contractor shall make final corrections promptly as instructed and/or listed in writing by the Engineer. Upon completion of the work the Engineer shall satisfy themselves, by examination and test, that the work has been finally and fully completed in accordance with the Plans, Specifications, and contract and report such completion to the County.

#### **GC-63 FINAL ESTIMATE AND PAYMENT**

After official approval and acceptance of the work by the County, the Engineer shall be authorized to prepare a final estimate of the work done under this contract and the value thereof. Such final estimate shall be submitted to the County within ten (10) days after its preparation has been authorized as aforesaid, and the County shall within thirty (30) days after said final estimate is made and certified, pay the entire sum found to be due hereunder, after



deducting all amounts to be kept and retained under any provision of this contract. All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the County, shall be conclusive evidence of the work done and materials furnished.

**GC-64 RELEASE OF LIABILITY**

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the County and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the County or any person relating to or affecting the work, and following such acceptance, no persons, firm, or corporation, other than the signer of this contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the County nor any employee or agent thereof shall be liable or be held to pay any money, except as herein provided.

**GC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES**

If for any reason the Contractor deems that additional compensation is due them for work or materials not clearly provided for in the contract, plans, or specifications, or previously authorized as extra work, they shall notify the Engineer in writing of their intention to claim such additional compensation before they begin the work on which they base their claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim.

When the work, on which the claim for additional compensation is based, is work that has been completed, the Contractor shall, within fifteen (15) calendar days after completion of the work in question, submit their written claim to the Engineer who will present it to the County for consideration. Claims submitted at times other than those herein specified will not be considered. Each notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**GC-66 SAFETY TRAINING REQUIREMENT FOR ALL ON-SITE EMPLOYEES**

The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall provide certification of compliance with this condition following the award of the contract and before work commences on the project.

**END OF SECTION**

## **SPECIAL CONDITIONS**

These Special Conditions constitute modifications, deletions and additions to the General Conditions (GC). Where any part of the General Conditions is so modified by these Special Conditions the unaltered provision shall remain in effect.

### **SC-6 COPIES OF CONTRACT (GC-6)**

Six (6) copies of the Contract Documents will be prepared by the County. All copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreements, insert executed copies of the required Performance Bonds, Certificate of Liability Insurances, Power of Attorney, and submit all copies to the County. THE DATE OF THE CONTRACT AGREEMENT AND BOND FORMS SHALL BE LEFT BLANK FOR FILLING IN BY THE COUNTY.

The County will execute all copies, insert the date of contract on the Performance Bonds and Power of Attorney, retain four (4) copies, and forward two(2) copies to the Contractor, one of which should be forwarded to the surety company.

### **SC-7 SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS (GC-7)**

A. All work on this project shall conform to the project drawings and to the Contract Documents.

B. The Work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the County prior to the opening of the bids or during construction.

C. All work shall be in accordance with these Standard Specifications as specified in TS-1 except where a conflict occurs. Should any conflict arise in the Contract Documents, Standard Specifications or Plans the following order of precedence shall be used:

1. Plans – or Appendix sheets
2. Technical Specifications
3. Special Conditions
4. General Conditions

### **SC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULE (GC-9)**

A. The Contractor shall submit a proposed progress schedule for all work in the Contract. Scheduling shall provide for the least practical inconvenience to the traveling public and to the residents along the project.

B. The construction progress schedule shall be in a form approved by the County and shall include at least the following information for each significant work item:

1. Beginning date.
2. Scheduled percentage of completion at the end of each calendar month.
3. Ending date.

The construction progress schedule shall also show the scheduled percentage complete for the entire contract at monthly intervals.

C. The County will review the proposed progress schedule and may require the Contractor to revise it if, in the County's judgment, changes are required to accurately reflect the scheduled progress of the Work or provide for completion of the project within the contract time. The

revised schedule shall be submitted to the County for their approval within fourteen (14) days of notification to the Contractor that a revised schedule is required.

- D. The Contractor will be required to revise their original approved progress schedules any time actual progress of the Work on the Contract lags the scheduled progress by fifteen percent or more. A revised schedule shall be submitted to the County for their approval within fourteen (14) days of written notification to the Contractor that a revised schedule is required.
- E. The County may withhold monthly Progress Payments otherwise due to the Contractor in the event that progress falls fifteen (15) percent behind the approved progress schedule for two consecutive months, and may continue to withhold payments until the Contractor has submitted an acceptable revised schedule and shown a good faith effort to implement same. The County's decision either to withhold or not withhold progress payment shall not waive or release any right the County has to withhold any subsequent progress payments, nor does it relieve the Contractor of their responsibility to complete the project within the contract time.

**SC-12 OWNERSHIP OF DRAWINGS (GC-12)**

General Conditions GC-12 is modified as follows:

All drawings, specifications, calculations, electronic files and copies developed by the Contractor and/or their subcontractors for components of the project are the property of the County. They are not to be used on work unrelated to this project, and, with exception of the Contractor's signed contract sets, are to be returned to the County on request, upon completion of the Work.

**SC-19 CONTRACTOR'S OFFICE AT SITE OF WORK (GC-19)**

General Conditions GC-19 is modified by adding the following:

- A. The Contractor is not required to have a field office at the project site and no conditions have been made by the County for the field office, shops, or storage areas to be used by the Contractor. However, if desired, the Contractor may, on their own initiative, provide for any or all of the above items. The Contractor may store a limited amount of material and equipment inside of the building in a specified location with the permission of the County, if applicable.
- B. No direct payment will be made for the Contractor's office, shops or storage areas.
- C. Common-Use Field Office: Of sufficient size to accommodate needs of the County, Engineer and construction personnel, office activities, and to accommodate Project meetings. Keep office clean and orderly.
- D. Storage and Fabrication Sheds: None allowed on site. Use interior space as approved by the County only as necessary.

**SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20)**

Modify GC-20, Responsibility of Contractor, by adding the following:

- A. The Contractor shall take the necessary precautions to keep loose aggregate, mud, and debris from being deposited onto open lanes of the existing, or offsite, paving during construction operations. Should aggregate, mud, and debris become deposited upon such open lanes of existing paving, the Contractor shall promptly remove it at no additional cost to the County.
- B. Before the Work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning of streets, ditches, creeks, and driveways of earth, sod or other objectionable material and shall

- dispose of such debris off the project. This cleanup shall be limited to the project limits.
- C. It is the responsibility of the Contractor to coordinate all removal and construction activities with Utility Owners.
  - D. The Contractor at their sole cost and expense will provide any water required along the project route in connection with the work to be performed.
  - E. All power for lighting, operation of the Contractor's equipment, or for any other use by the Contractor, shall be provided by the Contractor at their sole cost and expenses.
  - F. Temporary Traffic Control:
    - 1. Flagging and traffic control signing shall be in accordance with the Contract Documents and the MUTCD. It shall be the Contractor's responsibility to check the traffic control devices each evening to make sure they are in place before leaving the jobsite.
    - 2. As a **SUBSIDIARY** obligation of the Contract, the Contractor shall sign all road closures and establish such detours as needed and as approved by the County.
    - 3. Additionally, the Contractor shall install proper signage to warn motorists of loose gravel and oil.
    - 4. All personnel utilized in traffic control shall be fluent in English. Fluency shall be as determined by the County and the Contractor's field personnel not meeting this requirement shall not be utilized in the traffic control work.
    - 5. Additionally, drivers operating vehicles or equipment on public roads shall possess valid driver's licenses issued in the United States. The driver's license must be appropriate to the vehicle they are operating.

**SC-25 METHODS OF OPERATION (GC-25)**

General Conditions GC-25 is modified by adding the following:

In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for job site conditions during construction of the project, including safety of all persons and property.

**SC-27 AUTHORITY AND DUTY OF THE ENGINEER (GC-27)**

The progression of the project will be observed by County personnel and will provide the inspection.

**SC-28 INSPECTION (GC-28)**

- A. This project will be observed by County personnel.
- B. The Contractor shall notify their subcontractors, the County and all contractors and subcontractors under the County, when they are ready for them to install their portions of their work and see that they comply within a reasonable amount of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by the County and/or proper authorities.
- C. The Contractor and their subcontractors may not put in place any work which will prevent observation and approval of previous work without first notifying the County, and/or proper authorities.

**SC-29 NO WAIVER OF RIGHT (GC-29)**

Neither the inspection or evaluations by the County or any of the County's officials, employees, or agents, nor any order by the County for payment of money, nor any payment for, or

acceptance of, the whole or any part of the Work by the County or Engineer, nor any extension of time, nor any possession taken by the County or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the County, or any right to damages herein provided, or shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**SC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY (GC-32)**

General Condition GC-32 is modified by adding the following:

- A. The Contractor shall confine all work, equipment and personnel within the limits of the existing project rights-of-way and construction limits noted. The Contractor shall make no claim for additional payment for confining their operations within these areas.

**SC-34 MODIFICATIONS AND ALTERATIONS (GC-34)**

General Conditions GC-34 is modified by adding the following:

The Contractor may submit to the Engineer, in writing, proposals for modifying the Plans, Specifications or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, and ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

1. A description of both the existing Contract requirements for performing the work and the proposed changes.
2. An itemization of the Contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The Contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

This Special Condition shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed change in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the County will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the Plans or Specifications for the project under consideration by the County at the time said proposal is submitted, the Engineer will not accept such proposal and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this article.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed change order incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The County reserves the right where they deem such action appropriate to require the Contractor to share in the County's cost of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate their acceptance thereof in writing, and such acceptance shall constitute full authority for the County to deduct amounts payable to the County from any moneys due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a Contract change order, which shall specifically state that it is executed pursuant to this Special Condition. Such change order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the County's approval thereof is based on if the approval of the County is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the change order and shall further provide the Contractor be paid fifty percent (50%) of said estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the work there under shall not extend the time of completion of the Contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change orders.

The County expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the County when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and, in that case, only as to those contracts awarded to them prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this article if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the County. Subject to the provisions contained herein, the County shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This article of the Specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

The Engineer reserves the right to make, in writing, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as altered.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be

agreed upon, then an adjustment will be made either for or against the Contract in such an amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- b. When a major item of work, as defined elsewhere in the Contract is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to the portion of the work in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.
- c. The Contractor's attention is called to the Bid Form (Page 9) which allows the County to adjust the quantities upward or downward based upon the available funding. This may be in excess of the percentages noted above.

**SC-35 EXTRA WORK (GC-35)**

General Conditions GC-35 is modified as follows for numbers 2, 3 and 4:

- A. An amount equal to 20% percent will be added to the bond, insurance and taxes and not the 6% noted in the General Condition.
- B. An amount equal to 20% percent will be added to the materials and not the 15% noted in the General Condition.
- C. An amount equal to 20% percent will be added to all rental costs and not the 15% noted in the General Condition.

**SC-39 SUSPENSION OF WORK ON NOTICE (GC-39)**

General Conditions GC-39 is modified by adding the following:

If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable length of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and notify the Contractor of their determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would

have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract. No contract adjustment will be made for utility delays.

**SC-41 LAWS AND ORDINANCES (GC-41)**

The following is added to GC-41: No burning will be allowed.

**SC-43 CHARACTER OF EMPLOYEES (GC-43)**

Add the following to GC-43:

Employees who may have occasion to speak with the general public must be able to communicate in clear English.

**SC-45 UNFAVORABLE CONSTRUCTION CONDITIONS (GC-45)**

Modify GC-45, Unfavorable Construction Conditions, by adding the following:

The Contractor shall take precautions by watering or other means to ensure that excessive dust or lime does not become airborne during construction.

**SC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK (GC-46)**

- A. The time for completion of the Work is an essential part of the Contract. It shall begin on the date stated in the Notice to Proceed, and shall be the number of working days as stated in the Bid and in accordance with MoDOT Standard Specification Section 108, except as follows:  
"No working days will be counted from December 15 to March 15, both days inclusive unless work may proceed on a continuous basis beyond December 15 or may start or restart on a continuous basis before March 15. Working days will not be counted within this time frame after continuous work stops or before continuous work begins. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days any time during theyear."

The Contractor's attention is directed to conditions of GC-44 and GC-46. Holidays: Saturdays, Sundays, and holidays established by the laws of the County will not be counted as working days.

**2023 List of Jackson County, Missouri Holidays**

Truman's Birthday	Monday, May 8
Memorial Day	Monday, May 29
Juneteenth	Monday, June 19
Independence Day	Tuesday, July 4
Columbus Day	Monday, October 9
Veteran's Day	Friday, November 10

- B. The Contractor will need to coordinate with the County and/or their designated representative on the after-work week hours and weekend schedules. The standard work week hours that the Contractor can work are from 7:30 AM to 4:30 PM.
- C. Weekend work schedule(s) shall be coordinated and approved with the County prior to any construction.
- D. The Contractor shall take, at no additional cost to the County, whatever means are necessary including, but not necessarily limited to, working nights and weekends and double shifts, and providing temporary weather enclosures and temporary heat/ventilation during inclement weather to assure substantial completion of all work during the Contract Time.



- E. Prior to starting work, a pre-construction conference will be held to discuss the project, its scheduling, and its coordination with the work of others. It is expected that this conference will be attended by representatives of the County, the Engineer, the Contractor and their subcontractors, and the striping contractor that is to accomplish the permanent striping, if applicable, as well as representatives of any other affected agencies which the County may wish to invite.
- F. Substantial Completion shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended user.

**SC-49 LIQUIDATED DAMAGES (GC-49)**

In accordance with GC-49, Liquidated Damages (also referred to as "Schedule of Deductions"), the Contractor will be assessed liquidated damages for each calendar day of delay in completion of work. See the following schedule:

<u>Contract Amount</u>	<u>Calendar Day Assessment</u>
\$25,000 to \$50,000 .....	\$475
\$50,001 to \$100,000 .....	\$500
\$100,001 to \$500,000 .....	\$700
\$500,001 to \$1,000,000.....	\$950
\$1,000,001 to \$2,000,000 .....	\$1,100

**SC-50 TEST OF MATERIALS OFFERED BY CONTRACTOR (GC-50)**

Modify GC-50, Tests of Materials Offered by Contractor, by adding the following:

- A. Testing and quality control shall be in accordance with the Technical Specifications. All testing shall be provided and paid for by the County except as outlined in the Technical Specifications.
- B. Submission of all Compliance Submittals shall be scheduled to permit review, fabrication, and delivery in time to cause no delay in the Work of the Contractor or their subcontractors or any other contractors as described herein. The Contractor shall allow fifteen (15) days for the County to review original submittals and/or re-submittals. However, the County will make every effort to promptly review such submittals and transmit comments to the Contractor.
- C. The Prime Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.

**SC-54 DISPOSAL OF TRASH AND DEBRIS (GC-54)**

The following is added to GC-54:

- A. Before the work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning streets, ditches creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- B. Final Cleanup shall be at no additional cost to the County.

**SC-59 ESTIMATED QUANTITIES (GC-59)**

Add the following to the end of GC-59:

It is the intent of the Contract Documents that the total bid, as submitted, shall cover all work required by the Contract Documents. All costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all necessary labor to fully

complete the Work shall be included in the unit and lump sum prices named in the Bid. No item of work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of, or in addition to, the prices submitted in the Bid. All such work not specifically set forth in the Bid as a pay item shall be considered a **SUBSIDIARY** obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid. On the Plans, or in the Specifications, certain quantities may be given which do not appear in the Bid. These quantities are given for the convenience of the Contractor only and are considered **SUBSIDIARY** for payment purposes as given above.

**SC-60 MONTHLY ESTIMATES AND PAYMENTS (GC-60)**

Modify GC-60, Monthly Estimates and Payments, by adding the following:

- d. The method of measurement and basis of payment for each item as listed in the Bid will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- e. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Bid and all costs pertaining thereto shall be included in the contract unit prices for related items which are listed in the Bid.
- f. Pay limits given in the Specifications and Plans are maximum. Where actual quantities are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- g. All work completed under the Contract will be measured according to United States Imperial system. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practices.
- h. All materials, which are measured or proportioned by weight, shall be weighed on platform scales furnished by the Contractor, or on public scales at the Contractor's expense. The scales shall comply with all state laws governing the use of scales and shall be tested and sealed by an authorized public official, at the expense of the Contractor, as often as the County may deem it necessary to ensure their accuracy. The Contractor shall furnish the County a waybill for each truckload, signed by the weigh master and truck driver.
- i. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the County, in order that corrections for overrun or under run may be made when desired.
- j. The County will not pay for, or be responsible for, unused materials, which may have been ordered by the Contractor in accordance with the quantities listed in the Bid.
- k. The Contractor shall make an approximate estimate of the value of the Work done and unused materials delivered for, and stored on, the site of the Work during the previous calendar month. The Contractor shall furnish to the County such detailed information as requested to aid them as a guide in the review of the payment application.
- l. The Contractor shall submit payment estimates or certificates of payment to the County.
- m. The County shall retain ten percent (10%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment issue.

**SC-63 FINAL ESTIMATE AND PAYMENT (GC-63)**

General Conditions GC-63 is modified by adding the following:

The Contractor shall notify the Engineer when they have completed all work in accordance with the Specifications. Any items found to be incomplete or improperly constructed shall be listed, and the Contractor shall take prompt action to correct such items. Upon completion of all such work, a final inspection will be scheduled to include the Contractor's representative, the County's representative, and the Engineer. Should the Contractor fail to complete the items listed (thereby causing final inspection to be repeated), the cost of engineering or any other costs incurred by the County, due to such repeated inspections, shall be at the expense of the Contractor and will be deducted from the final contract amount.

**SC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES (GC-65)**

General Conditions GC-65 is modified by adding the following:

Each Contractor must form their own opinion of the character and condition of materials to be encountered from an inspection of the site and from other such investigations as they may desire to undertake.

The Contractor is solely responsible for determination of existing conditions. All claims for adjustments in contract price or quantity of removals shall be denied.

**END OF SECTION**

## **TECHNICAL SPECIFICATIONS**

### **TS-1 GENERAL**

The latest editions of the following specifications are incorporated into the Contract Documents by reference:

- Missouri Standard Specifications for Highway Construction, Missouri Highways and Transportation Commission, current edition.
- American Public Works Association (APWA) Kansas City Metropolitan Chapter Standard Specifications, Sections 2000 through 2900, current edition.
- Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Technical Specifications for the Work shall consist of the above referenced specifications with such revisions, amendments, and supplements as are contained herein. The Work shall be constructed in accordance with these Technical Specifications and any attached plans or drawings.

Any omission found in these Technical Specifications, the appropriate Standard Specification, shall govern the plans where applicable sections in the Standard Specifications are found.

### **TS-2 MOBILIZATION**

A. Description: This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of construction offices and other facilities necessary for work on the project, including contract bonds and insurance, and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.

B. Basis of Payment: No direct payment will be made for Mobilization and shall be **SUBSIDIARY** other bid items.

### **TS-3 DIFFERING SITE CONDITIONS**

The following requirement is hereby added to the contract:

A. Prior to the beginning or during the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the affected work is performed.

B. Upon written notification the County will investigate the conditions and if they determine that the conditions of the pavement materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made and the Contract modified in writing accordingly. The County will notify the Contractor of their determination whether an adjustment of the Contract is warranted.

C. No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

**TS-4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING**

A. The project shall be constructed open to through traffic. All advance-warning signs will be installed and maintained by the Contractor. Vehicular access to the driveways exiting onto the road shall be maintained and facilitated to the best of the Contractor's ability.

B. Traffic control and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Sections 612, 616, and 1063 of the Missouri Department of Transportation Standard Specifications except as herein modified.

Modify Section 616.4.1 to read as follows:

The Contractor shall furnish, install, maintain, clean and relocate all signs, drums, cones, barricades, delineators, object markers, flashing arrow panels, channeling devices, lights and other traffic control devices shown on the plans, or as directed by the County. All traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. The Contractor shall replace any unacceptable device as soon as possible but not to exceed 24 hours after the Contractor had been notified.

The Contractor shall pay for all labor, equipment and materials to maintain traffic at the worksite. Said traffic control shall be in accordance with Chapter 6C, Temporary Traffic Control Elements (MUTCD 2009 Edition) and may include pilot vehicles and flagmen, radios, signage, etc.

Temporary Markings are required and shall be in accordance with Section 6F.78 of the 2009 Edition of the MUTCD. The Contractor shall coordinate all paving operations with the County so that the placement of the permanent pavement markings, which will be provided by the County or its agent, can be placed in a timely fashion. Placement of the temporary pavement markings shall be considered **SUBSIDIARY** to other bid items.

The Contractor shall submit a Traffic Control Plan for approval prior to the issuance of the Notice to Proceed. The plan shall show and explain in detail the Contractor's intent as to handling and maintaining traffic through the construction zones.

C. Replace Section 616.12, Basis of Payment, with the following:

For the Asphaltic Concrete Overlay portions of the work, signs and other traffic control devices specified in the traffic control plan or authorized by the County will be **SUBSIDIARY** to other bid items.

**TS-5 RESIDENT AND BUSINESS NOTIFICATION**

The Contractor is responsible for posting door hangers (See Appendix A) notifying residents (a minimum of 24 hours in advance) of upcoming construction. In the event that vehicles have not been moved after being notified, the Contractor shall be responsible for checking nearby residents to move the vehicle. If the vehicle remains an obstruction to construction activities, the County shall be responsible for contacting the Sheriffs' Department to alert them to the situation. The County will also arrange for towing service of the vehicle. Cars not moved will be towed to a nearby street out of the way of construction work. Resident and business

notifications are **SUBSIDIARY** to other bid items.

**TS-6 ROAD PREPARATION**

Jackson County Public Works Road & Bridge Division will provide all the road preparation such as base repair and patching prior to the asphalt overlay. It is the County's goal to have all this work completed by late Spring.

**TS-7 SCRUB SEAL**

This work shall consist of producing and placing a polymer modified asphalt (scrub seal) emulsion intended for use as a surface rejuvenation treatment and to fill and seal cracks.

A. Materials:

1. Aggregate: Haydite shall be 1/8" x 0.
2. Emulsion: Scrub seal emulsion shall be CRS-2P and shall meet the requirements of MoDOT Section 1015:

<b>Scrub Seal Emulsion (CRS-2P)</b>			
	Min.	Max	Test Method
Viscosity, SSF @ 50 C	100	400	AASHTO T 59
Storage Stability Test, 24 hour, percent	--	1	AASHTO T 59
Classification Test	Pass	--	AASHTO T 59
Particle Charge Test	Positive	--	AASHTO T 59
Sieve Test, percent	--	0.3	AASHTO T 59
Oil distillate by volume, percent	--	3	AASHTO T 59
Residue from distillation, percent	65	--	AASHTO T 59
<b>Test on Residue from Distillation</b>	Min.	Max	Test Method
Penetration, 25 C, 100 g, 5 sec	100	200	AASHTO T 59
Ductility, 4 C, 5 cm/minute, cm	30	--	AASHTO T 59
Ash, percent	--	1	AASHTO T 111
Elastic Recovery, percent	58	--	AASHTO T 51

B. Equipment:

1. Aggregate Spreader: The aggregate spreader shall be self-propelled and capable of evenly spreading aggregate.
2. Pneumatic Tire Roller: The pneumatic tire roller shall be in accordance with MoDOT Section 401, weighing no less than 10 tons.
3. Brooms: Brooms shall be capable of adequately scrubbing the mixture into the cracks and surface.

C. Construction:

1. Surface Preparation: The surface shall be thoroughly cleaned of all vegetation, loose material, dirt, mud, and other objectionable material immediately prior to application of the scrub seal emulsion.
2. Application: The scrub seal emulsion shall be uniformly applied with a pressure distributor at the rate specified below or as designated by the County. The mixture shall be spread to fill cracks and minor surface irregularities and shall leave a uniform surface. The table below details scrub seal application properties:

<b>Scrub Seal Properties</b>	<b>Minimum</b>	<b>Maximum</b>
Application rate of emulsion, gallons/square yard	0.18	0.22
Emulsion Temperature, °F	110	160
Application rate of aggregate, lb/square yard	16	22
Time of set prior to opening, hours	--	2

3. Method of Placement:

- a. After proper surface preparation, a distributor truck shall place the scrub seal emulsion at the prescribed rate. The distributor truck shall pull the broom assembly to sweep and spread the emulsion uniformly on the surface and into the cracks of the pavement.
- b. Fine aggregate shall be placed immediately after the application of the emulsion and prior to the emulsion breaking. Immediately following the aggregate spreader, a second broom assembly shall be pulled to combine the aggregate with the emulsion.
- c. The pneumatic tire roller shall immediately follow the second broom and shall make a minimum of two passes.
- d. All excess fine aggregate shall be removed from the roadway, paved shoulders, and paved side roads within 24 hours of application.
4. Weather Limitations: The scrub seal emulsion shall not be placed on any wet surface or when the ambient temperature or the temperature of the pavement on which the mixture is to be placed is below 60 °F.
5. Damaged or Marred Areas: Any traffic damaged or marred areas shall be repaired by the Contractor at the Contractor's expense.

D. Measurement: Scrub seal area will not be measured for payment but will be considered a plan quantity. Lengths and widths provided in Appendix B will control the project scope completed by the Contractor. The following exceptions will be made on a measured quantity basis:

1. Authorized alterations or corrections to the Plans provide additional work outside the original construction limits of the Contract and will materially affect the final payment quantity.
2. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and the Contractor and County shall agree on the quantity of the error prior to commencing any work on that segment.

E. Payment: Scrub seal used in the Work will be made at the unit price bid for "Scrub Seal". The unit price bid shall include the labor, equipment, materials, roadway surface preparation, and all other incidentals to complete the Work.

**TS-8 FOG SEAL**

This work shall consist of furnishing diluted asphalt emulsion and preparing and sealing surfaces by means of a bituminous distributor.

- A. Material: Asphalt emulsion shall be a "quick set" type of emulsion. Trackless tack is not allowed. The use of CQS-1F emulsion is acceptable.
- B. Equipment: The distributor shall be designed, equipped, maintained, and operated such that liquid asphalt at even heat may be applied uniformly on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.02 to 1.00 gallon per square yard, with uniform pressure, and with an allowable variation from any specified rate not to exceed 0.02 gallon per square yard. The distributor equipment shall include a tachometer,

pressure gauges, a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and with full circulation spray bars adjustable both laterally and vertically.

C. Construction Requirements:

1. Asphalt emulsion shall be applied only during weather conditions under which satisfactory application and curing can be obtained. Asphalt emulsion shall not be placed on a damp or wet surface except as approved by the County. The surface shall be free of objectionable material prior to sealing.
2. If required, the asphalt emulsion shall be diluted with potable water prior to application. The dilution rate shall be as the manufacturer's recommendation for use. The Contractor shall provide documentation to the County that the specified coating system has been properly diluted.
3. The diluted asphalt emulsion shall be uniformly applied at the rate of 0.20 gallon per square yard surface. Application widths shall be such that the entire surface is covered in one application.
4. Care shall be taken such that asphalt emulsion is applied only to designated areas. Sand dams or other approved means may be necessary to prevent emulsion from being applied outside of designated areas.
5. After application of the sealant, the roadway surface shall be tack-free and capable of being open to traffic within four (4) hours without tracking.

D. Measurement: Fog seal area will not be measured for payment but will be considered a plan quantity. Lengths and widths provided in Appendix B will control the project scope completed by the Contractor. The following exceptions will be made on a measured quantity basis:

1. Authorized alterations or corrections to the Plans provide additional work outside the original construction limits of the Contract and will materially affect the final payment quantity.
2. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and the Contractor and County shall agree on the quantity of the error prior to commencing any work on that segment.

E. Payment: Fog seal used in the Work will be made at the unit price bid for "Fog Seal". The unit price bid shall include the labor, equipment, materials, roadway surface preparation, and all other incidentals to complete the Work.

**TS-9 CRACK SEALING**

This work shall consist of preparing and sealing all working pavement cracks or as directed by the County.

A. Material:

1. The sealant shall be a single-component material in accordance with Type II sealant requirements in ASTM D 6690.
2. The sealant shall be capable of being reheated to pouring temperatures at least once after the initial heating, while retaining the sealant's physical characteristics.
3. Penetration at 77 °F, 50 grams, 5 seconds, shall be no less than 50 or greater than 90.
4. When tested at 77 °F, the resilience recovery shall be a minimum of 50 percent.
5. The sealant shall meet all physical requirements after prolonged heating for six hours with constant mixing in a laboratory melter at the recommended field pouring temperature, complete cool down, and reheating to the recommended pouring temperature.



**B. Construction Requirements:**

1. Sealant shall not be placed when the pavement is wet, or when the ambient or pavement temperature falls below 40 °F. The Contractor shall furnish to the County the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
2. The sealant shall be applied directly on the crack. The crack shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide.
3. The Contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material.

**C. Measurement:** Measurement of crack sealing will be made to the nearest pound of material used to seal cracks, complete in place, and accepted by the County.

**D. Payment:** Crack seal used in the Work will be made at the unit price bid for "Crack Seal". The unit price bid shall include the labor, equipment, materials, roadway surface preparation, and all other incidentals to complete the Work.

**TS-10 PAVEMENT MARKING**

Permanent pavement markings shall conform to the "Manual on Uniform Traffic Control Devices," (MUTCD) 2009 edition including Revision 1 dated May 2012 and Revision 2 dated May 2012. Permanent pavement markings shall conform to Section 620.20 "Permanent Pavement Marking", Section 1048 "Pavement Marking Material" of the Missouri Standard Specifications for Highway Construction, and APWA Standard Specifications Section 2306, current edition, except as modified by these Technical Specifications:

**A. Pavement Marking Removal:**

1. Pavement marking removal shall be in accordance with MoDOT Section 620.50 "PAVEMENT MARKING REMOVAL".
2. Measurement: There shall be no measurement for the removal of any existing pavement markings that may be in conflict with the Work.
3. Payment: Pavement Marking Removals shall be SUBSIDIARY to the payments for the contract unit price bid for various types of paint lines, arrows, etc. All pavement marking removal shall be per the Plans or as authorized by the County. Pavement markings shall be completely removed with minimal damage to the pavement. No more than five percent (5%) of the existing marking shall remain. The pavement surface shall not be left scarred with an image that misleads traffic. Any excess damage or scarring of the pavement shall be repaired at the Contractor's expense. The Contractor shall remove and replace, at the Contractor's expense, any finished markings that have the following deficiencies:
  - a) Drag marks, gashes, gouges, foreign covering, discolored areas, or areas that have failed to solidify.
  - b) Improper adhesion, length, or thickness
  - c) Ragged appearance with areas that do not present sharply defined edges.
  - d) Lateral deviation more than two inches in a length of 200 feet of marking.

**B. Pavement Marking Materials:**

1. Marking Definition for Striping.

- a) 4" White/Yellow Edge Line (white/yellow longitudinal marking): A solid line on the right and left edge of a roadway.
  - b) 4" Yellow/White Skip: A broken line at the center of the roadway which consists of 10-foot-long stripes separated by 30-foot-long gaps.
  - c) 4" One Side No Passing (NP): The combination of a solid yellow line where no passing is required and a broken yellow line where passing is permitted.
  - d) 4" Double Yellow (yellow longitudinal marking): Two solid yellow lines at the center of a roadway where two direction no passing is required. Double centerlines should consist of 4" lines separated by a 4" space.
  - e) 4" Yellow Lines with 4" Dashed Lines (Broken Intermittent Median Lines) for Two-Way Left Turn Lanes TWLTL shall be placed in accordance with Appendix plans.
  - f) Drop-On Glass Beads: The drop-on glass beads shall be in accordance with MoDOT Section 620.30. The Contractor shall use Type P glass beads applied at the minimum rate of 10 lbs. per 100 square feet of surface area of pavement marking material. Drop-on glass beads shall be SUBSIDIARY to other unit price items on the bid form.
2. Aggressive Bond Preformed Thermoplastic Pavement Markings shall be in accordance with APWA Standard Specification Section 2306.7.D except as modified herein: This specification covers a white and yellow adhesive Preformed Thermoplastic reflectorized pavement marking material that is applied to road surfaces, including Portland Cement Concrete (PCC) and aged asphalt without need of a primer/sealer. The material is applied to the road surface in a molten state by mechanical means with surface application of glass beads. Upon cooling to normal pavement temperature, it produces an adherent reflectorized stripe of specified thickness and width with limited thermal/seasonal deformation. In order to qualify as a non-sealer Preformed Thermoplastic that can be applied to concrete surfaces without a sealer, the material must meet or exceed the requirements listed below.
- a) Characteristics: The Preformed Thermoplastic material shall be homogeneously composed of pigments, resins, polymers (adhesive constituent), glass reflectorizing spheres and other fillers. The Preformed Thermoplastic material shall be available in a variety of surface delineation colors from the same manufacturer. The manufacturer shall have the option of formulating the material according to their own specifications.  
  
However, certain physical and chemical requirements specified must be satisfied in order to qualify as a non-primed striping application for PCC and aged asphalt surfaces.  
  
The material shall not exude fumes which are toxic or injurious to persons or properties upon heating to application temperature.
  - b) Specific Gravity: The specific gravity of the white and yellow Preformed Thermoplastic pavement marking material shall not exceed 2.15.
  - c) Composition: The pigment, intermix reflectorizing spheres, and fillers shall be uniformly dispersed in the resin and polymer upon heating to application temperature. The material shall be free of dirt and foreign matter and must

meet or exceed the compositional requirements (percentage by weight) indicated below. The total resin/binder content must be 22% min. - 26% max. (weight) of total product ingredients.

- d) Measurement: Aggressive bond Preformed Thermoplastic pavement markings for each specific type will be measured per linear foot. Skip pattern lines shall be measured upon length of marked section. Dual pattern lines shall be measured at two times the marked section.
  - e) Payment: Pavement markings shall be paid at the unit prices per the bid.
3. Preformed Thermoplastic Pavement Marking Symbols shall be in accordance with APWA Standard Specification Section 2306.7.E except as modified herein: This specification is for the furnishing of retroreflective Preformed Thermoplastic pavement marking symbol materials that can be adhered to asphalt, concrete, and Portland cement concrete pavements by means of heat fusion. The applied markings shall be very durable, oil and grease impervious and provide immediate and continuing retroreflectivity.
- a) Characteristics: The preformed marking material shall consist of a resilient white and yellow polymer Preformed Thermoplastic with uniformly distributed glass beads throughout its entire cross section.

Preformed words and symbols shall conform to the applicable shapes and sizes as prescribed in the latest revision of the Manual on Uniform Traffic Control Devices (MUTCD).

The preformed markings shall be fusible to asphalt concrete and Portland cement concrete pavements by means of the normal heat of a propane type of torch. Adhesives, primers or sealers shall not be used prior to the preformed marking application on asphalt concrete and Portland cement concrete pavements.

The preformed markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics and be capable of fusing to itself and previously applied worn hydrocarbon and/or alkyd Preformed Thermoplastic pavement markings.

The preformed markings shall be capable of application on new, dense and open graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application, the markings shall be immediately ready for traffic. The preformed markings shall be suitable for use for one year after the date of receipt when stored in accordance with the manufacturer's recommendations.

The Preformed Thermoplastic markings shall not be brittle and must be sufficiently cohesive and flexible at temperatures exceeding 50° F for one person to carry without the danger of fracturing the material prior to application. Temperature for Preformed Thermoplastic pavement markings: For the Preformed Thermoplastic Reflectorized Permanent Pavement Marking the pavement and ambient air temperatures shall be 50° F and rising, and the thermoplastic material shall be applied in a melted state at a temperature of 400° F to 425° F. The temperature of the thermoplastic in the shaping die shall be maintained at the manufacturer's recommended application temperature,

but in no case shall the temperature fall below 400° F or exceed 450° F. Preformed Thermoplastic minimum thickness: The finished lines shall have well defined edges and be free of waviness. All lines will have minimal dribbles, runs and overlaps. In the event that thermoplastic long lines must stop and then continue, the restart shall line up to within 0.5 inches of the existing long line and maintain a totally straight line. The minimum thickness of thermoplastic cross-section of lines shall be not less than 90 mils near the edges, nor less than 125 mils at the center, which shall be continuous and uniform in shape, and have clear and sharp dimensions. The drop-on glass beads shall be applied at a rate of one pound per 20 square feet of line.

b) Composition: The retroreflective pliant polymer Preformed Thermoplastic pavement markings shall consist of a homogeneous mixture of high quality polymeric Preformed Thermoplastic binders, pigments, fillers and glass beads. The Preformed Thermoplastic material must conform to AASHTO M 249 with the exception of the relevant differences due to the material being supplied in a preformed state.

b) Retroreflectivity: The Preformed Thermoplastic marking shall upon application exhibit uniform adequate nighttime retroreflectivity when tested in accordance with ASTM E 1710. At 86 degree 30-foot incidence angle and 1 degree 30-foot divergence angle, the markings shall have average minimum intensities of 350 millicandelas for white and 175 millicandelas for yellow as measured with a Mirolux or LTL-2000 retroreflectometer. Follow manufacturer's instructions for use.

Using a Taber Abraser with an H-18 wheel and a 4.4 ounce load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of bead failure. No more than 15% of the beads shall be lost due to popout and the predominant mode of failure shall be "wear down" of the beads.

d) Measurement: Preformed Thermoplastic pavement marking symbols for each specific type will be measured per Each for the Durable Pavement Marking and Durable Intersection Pavement Markings Materials in accordance with MODOT Standard Specifications.

e) Payment: Pavement markings shall be paid at the unit prices per the bid.

4. Acrylic waterborne pavement markings shall be in accordance with Section 620.20 "Permanent Pavement Marking" and Section 1048.20.1.1 "Standard Acrylic Waterborne Pavement Marking Paint", except as modified herein.

a) Temperature for Paint pavement markings: For Acrylic Waterborne Permanent Pavement Marking applications, the pavement surface temperature and ambient air temperatures shall be above 50 degrees Fahrenheit and rising before marking operations may begin. Painting shall not be performed when painted surfaces may become damaged by rain, fog or condensation. Paint shall not be applied if the forecast conditions for the eight hours immediately following final application include precipitation or temperatures below 50° F. Paint may be heated to a maximum temperature of 120° F before application.

b) Thickness and glass beads: Waterborne paint shall be applied to a minimum wet thickness of 20 mils. The mil thickness shall be increased as needed to account for the porosity of the pavement and to achieve a target bead embedment of 60%. The Type P Glass beads shall be applied evenly at a

minimum rate of 10 pounds per 100 square feet of surface area of pavement marking material. Glass beads shall be applied evenly and shall completely cover the painted area. If beads do not embed properly in the paint, all marking operations shall cease until the Contractor can demonstrate that the problem has been corrected. The glass beads shall appear uniform on the entire marking surface. The cured paint shall properly adhere to the pavement surface. If the marking paint does not provide initial retroreflectivity or if the marking does not have the required minimum thickness or required color, the Contractor shall re-apply the marking paint to the required thickness, at the Contractor's expense, and shall meet all requirements as previously described in these Technical Specifications.

- c) Measurement: Acrylic waterborne pavement markings for each specific type will be measured per linear foot and symbols per each. Skip pattern lines shall be measured upon length of marked section. Dual pattern lines shall be measured upon the length of marked section.
  - d) Payment: Pavement markings and symbols shall be paid at the unit prices per the bid
- C. Completed traffic stripes shall have clean and well-defined edges, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4-inch on tangent nor more than 1/2-inch on curves from the required widths. Broken traffic stripes shall also conform to these requirements.
- D. Permanent Pavement Marking paint shall be applied to a wet thickness of no less than 20 mils. The mil thickness shall be increased as needed to account for the porosity of the pavement and to achieve a target bead embedment of 60%. The wet film thickness of the applied paint shall be tested by the contractor with a paint thickness gauge or by other methods approved by the County.
- E. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than two inches from the lengths required. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional coats of paint upon the traffic stripe being painted.
- F. Drips, over spray, improper markings, and paint tracked by traffic shall be immediately removed from the pavement surface by methods approved by the County. All such removal work shall be at the contractor's expense.
- G. Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather.
- H. Surfaces which are to receive traffic stripes and pavement markings shall be cleaned of all dirt and loose material. Newly chip sealed roads shall be swept to remove any loose chips but not damage the chip seal surface.
- I. All equipment used in the application of pavement markings and symbols shall produce uniform quality that conform to the specified requirements. The striping machine shall be capable of accurately superimposing succeeding coats upon the first coat and upon existing markings at a speed of at least five miles per hour.
- J. Newly placed pavement markings shall be protected from damage by traffic or other

causes until they are thoroughly dry and set.

- K. Traffic control shall be in accordance with the MUTCD and with directions issued by the County. The County shall determine the adequacy of the traffic control procedures or devices in use and may halt the marking operations until adequate protective measures are taken. Traffic Control shall be SUBSIDIARY to unit price bid for the various pavement markings items.
- L. The pavement marking work on this project shall be scheduled and completed in a manner to provide the least interference with vehicular traffic without complete street closures or detours. Pavement marking work must be scheduled to avoid congestion, or hazard to the public and to provide the most satisfactory appearance of the work.
- M. The Contractor shall provide a pilot vehicle to lead and a chase vehicle to follow the paint truck while paint is being applied. The pilot vehicle and the chase vehicle shall have an arrow board and appropriate signs in accordance with the MUTCD.
- N. The pavement surface temperature and air temperature as specified for both Paint and Preformed Thermoplastic within these Technical Specifications shall be determined before the start of each day of marking operation and at any other time deemed necessary by the County. Temperatures shall be obtained with appropriate devices using the manufacturer's recommended procedure. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and curing periods.
- O. The surface on which markings are to be placed shall be clean and dry. The street surface shall be cleaned of debris, sand, or any other deleterious material by sweeping and or use of jets of compressed air immediately preceding the application of markings. New Asphaltic Concrete Overlay Surfaces and New Chip Seal pavements shall be blast-cleaned to remove all curing compounds.
- P. The County reserves the right to take reasonable samples from the Contractor's stock of materials at any time during the project and submit same for testing. Substitutions of materials or changes in the supplier will not be allowed without written consent of the County.

**TS-11 FORCE ACCOUNT**

- A. The Contractor shall perform other unforeseen work, for which there is no condition included in the Contract, whenever it is deemed necessary or desirable to complete the work as designated by the County. Such work shall be performed in accordance with the Standard Specifications and as directed by the Engineer.
- B. Payment for the work performed under this Technical Specification shall be made in accordance with the Bid unit prices where the requested work is covered by an item listed in the Bid. If the work is not represented by a unit price listed in the Bid, payment will be in accordance with the General Conditions.

**END OF SECTION**

## DOOR HANGER NOTIFICATION

Your street has been designated for roadway maintenance. Surface improvements tomorrow. **ALL CARS MUST BE OFF THE STREET.**

<b>SEAL COATING:</b>	It is necessary to complete the improvements to the roadway to extend the pavement life by sealing the cracks.
<b>TOMORROW:</b>	<p>Weather permitting, we will be blocking off your street at 7:00 AM for as long as it takes to perform the roadway surface sealing activities and all ample curing time.</p> <p><b><u>Cars not moved will be towed to a nearby street out of the way of construction work.</u></b> Please turn off sprinklers during the daytime hours during construction. Water will damage the new pavement surface. When barricades are taken down later in the day, you may use the street.</p> <p>If you need to drive on the roadway after the new surface treatment is applied and before the barricades are removed, please drive slowly to prevent tracking the asphalt emulsion.</p>
<b>IN CASE OF RAIN:</b>	Construction operations will be postponed if it rains. Paving may start on the first day of dry weather without any additional notice. If unable to complete pavement overlay in one (1) day, the street will be open overnight but closed the next morning at 7:00 AM.
<b>QUESTIONS?</b>	Call the Contractor at _____.  Thank you for your assistance.

2023 Pavement Maintenance Program Surface Treatments - Scrub Seal County Project No. 3273							
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Intersection Fillets (SF)	Total Treatment Area (SY)
Old Cyclone School Road	Cyclone School Road	Boten Road	2,460	22	22	22	6,058
Lone Jack-Lees Summit Road	Alley Jackson Road	Buckner Tarsney Road	3,955	20	20	20	8,944
RD Mize Road	Buckner Tarsney Road	Oak Grove City Limits	13,100	22	22	22	32,244
Ryan Road	Taylor Road	Arnett Road	8,370	20	20	20	18,733
Easley Road	50 Highway R/W	Alley Jackson Road	9,290	21	21	21	21,732
<b>TOTALS =</b>							<b>87,711</b>



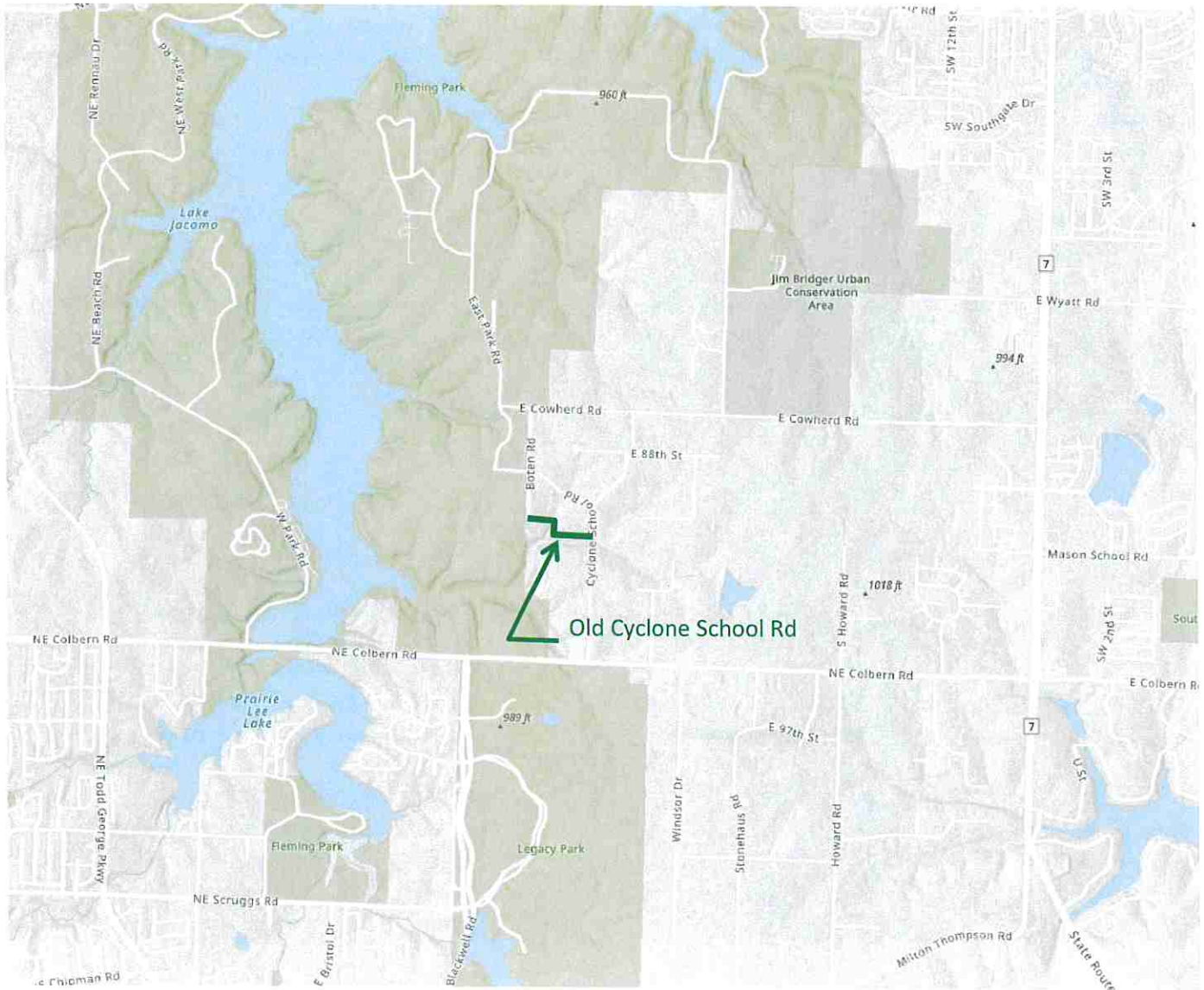
2023 Pavement Maintenance Program Surface Treatments - Fog Seal County Project No. 3273							
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Intersection Fillets (SF)	Total Treatment Area (SY)
Lake City-Buckner Road	Buckner City Limits	24 Highway R/W	4,239	23	97,497		10,833
19th Terrace Court	19th Terrace North	Cul-de-Sac	45	24	1,080	5,158	693
20th Street North	Colony Lane	York Road	270	24	6,480	50	726
22nd Terrace North	Salem Drive	Dead End	592	24	14,208	25	1,581
Bowlin Road	Indigo Hills Drive	40 Highway R/W	669	25	16,725		1,858
Dover Street	Grove Drive	Ponca Drive	544	24	13,056	50	1,456
Grove Circle	20th Street Terrace North	Grove Drive	690	24	16,560	4,250	2,312
Grove Court	Grove Drive	Cul-de-Sac	65	24	1,560	4,250	646
Grove Drive	Grove Court	Salem Drive	1,845	20	36,900	50	4,106
Grove Drive	Salem Drive	Dead End	161	24	3,864	25	432
Lazy Branch Road	18th Street North	Salem Drive	2,418	24	58,032	50	6,454
Lazy Branch Road	Park Avenue	Colony Lane	547	24	13,128	5,000	2,014
Owens School Road	Blue Springs City Limits	Pink Hill Road	1,313	24	31,512	100	3,512
York Street	Salem Drive	Colony Lane	3,087	24	74,088	50	8,238
Old 40 Highway	Grain Valley City Limits 2,750 feet East of Buckner Tarsney Road	300 feet East of the Railroad Bridge	6,080	24	145,920		16,213
92nd Street Terrace	Dead End	Dead End	677	24	10,300		1,144
Cyclone Lane	Colbern Road	92nd Street	1,546	24	37,104	100	4,134
Lawnwood Court	Howard Road	Dead End	732	24	17,568	6,350	2,658
<b>TOTALS =</b>							<b>69,010</b>

2023 Pavement Maintenance Program Surface Treatments - Crack Seal County Project No. 3273									
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Intersection Fillets (SF)	Total Treatment Area (SY)	Crack Seal Material (Lbs.)	
88th Street	Dead End	Dead End	3,313	24	79,512		8,835	1,767	
90th Street Terrace	Lambert Drive	Dead End	1,070	24	25,680	50	2,859	572	
Lambert Drive	90th Street Terrace	88th Street	1,298	24	31,152	100	3,472	694	
Lochkirk Drive	Cyclone School Road	88th Street	1,420	24	34,080	50	3,792	758	
Lochkirk Drive	Cowherd Road	88th Street	848	24	20,352	50	2,267	453	
18th Street North	Whitney Drive	Salem Drive	3,930	32	125,760	50	13,979	2,796	
Dover Street	18th Terrace North	Concord Road	917	24	22,008	50	2,451	490	
Woodsbury Road	Colony Lane	Dead End	757	24	18,168	25	2,021	404	
Colony Court	Colony Lane	Dead End	325	24	7,800	25	869	174	
Colony Lane	Salem Drive	Dead End	3,189	24	76,536	25	8,507	1,701	
Woods Chapel Road	Blue Springs City Limits	Lee's Summit City Limits	8,220	60	493,200	100	54,811	10,962	
<b>TOTALS =</b>								<b>20,771</b>	

2023 Pavement Maintenance Program Surface Treatments (Pavement Markings) County Project No. 3273									
Street Name	Beginning Description	Ending Description	Length (Feet)	4" Solid White Edge Lines (Feet)	4" Double Solid Yellow Lines (Feet)	4" Yellow Dashed and 4" Solid Yellow Lines (Feet)	4" Yellow Dashed Lines (Feet)	4" White Dashed Lane Lines (Feet)	24" Stop Bar (Feet)
Easley Road	50 Highway R/W	Alley Jackson Road	9,287	18,574	9,287				
Lone Jack-Lee's Summit Road	Alley-Jackson Road	Buckner Tarsney Road	3,955	8,005	3,955				24
RD Mize Road	Buckner Tarsney Rd	Oak Grove City Limits	12,931	25,970	4,345	2,890	5,780		20
Ryan Road	Taylor Road	Arnett Road	8,369	16,825	5,165				
Lake City Buckner Road	Buckner City Limits	24 Highway R/W	4,155	8,310	735	740	2,405		
Old 40 Highway	Grain Valley City Limits 2,750 feet East of Buckner Tarsney Road	Outer Belt Road	6,512	13,024	6,512				
Woods Chapel Road	Blue Spring City Limits	Lee's Summit City Limits	8,220					16,440	
<b>TOTALS =</b>				<b>90,708</b>	<b>29,999</b>	<b>3,630</b>	<b>8,185</b>	<b>16,440</b>	<b>44</b>

JACKSON COUNTY MISSOURI INVITATION TO BID NO. 23-011

# SCRUB SEAL



**Project Sites:**

Old Cyclone School Road (Cyclone School Road to Boten Road)

PROJECT NUMBER: 3273  
 DRAWING NAME: Location Map.pptx  
 DATE: November 28, 2022  
 DESIGNED BY: SLee  
 CHECKED BY:  
 APPROVED BY:



2023 Pavement Maintenance Program – Surface Treatments

## Project Map

51

Sheet No.

# SCRUB SEAL



**Project Sites:**

Lone Jack-Lee's Summit Road (Alley Jackson Road to Buckner Tarsney Road)

PROJECT NUMBER:	3273
DRAWING NAME:	Location Map.pptx
DATE:	November 28, 2022
DESIGNED BY:	SLee
CHECKED BY:	
APPROVED BY:	



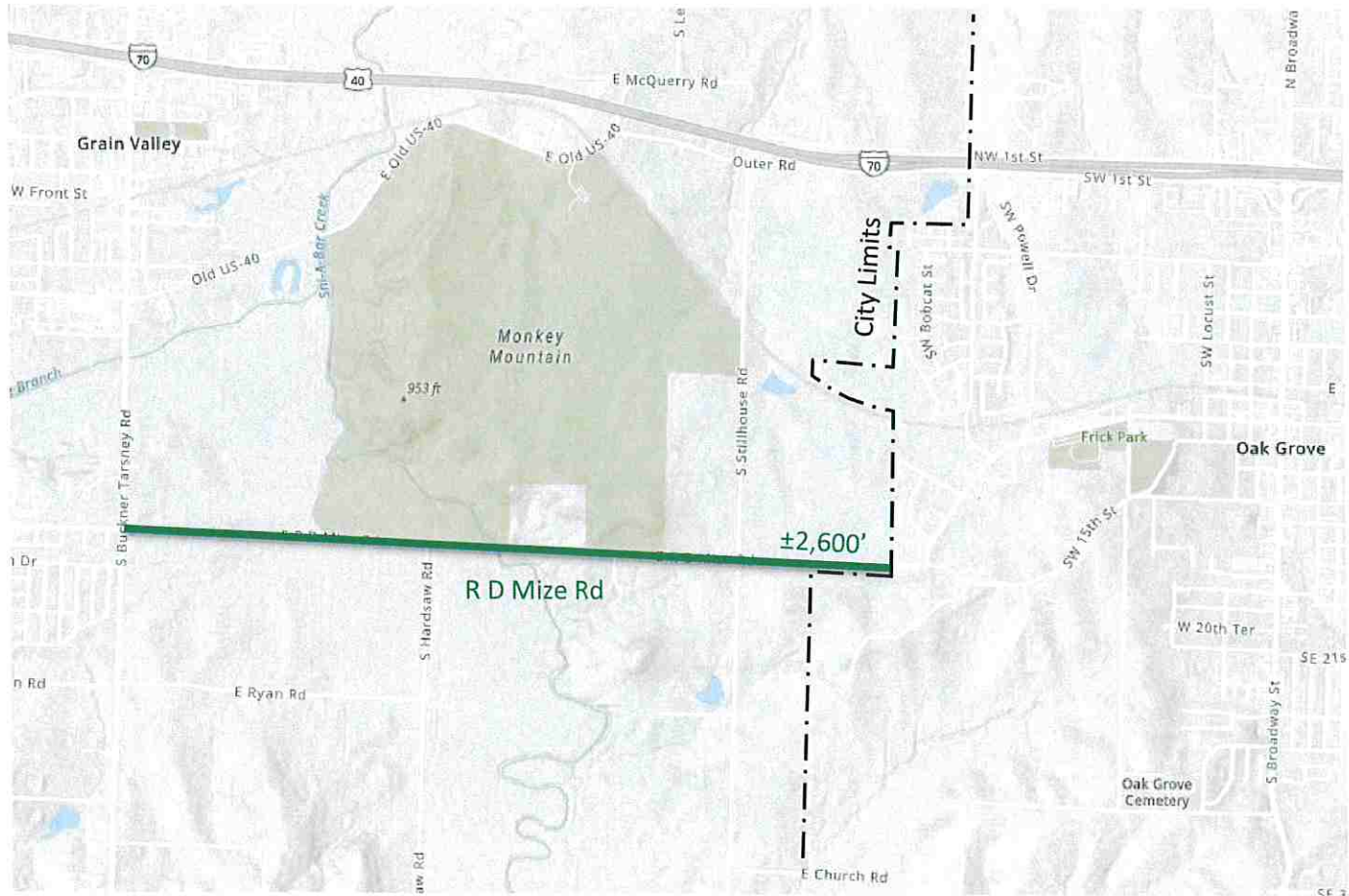
2023 Pavement Maintenance Program – Surface Treatments

## Project Map

52

Sheet No.


# SCRUB SEAL



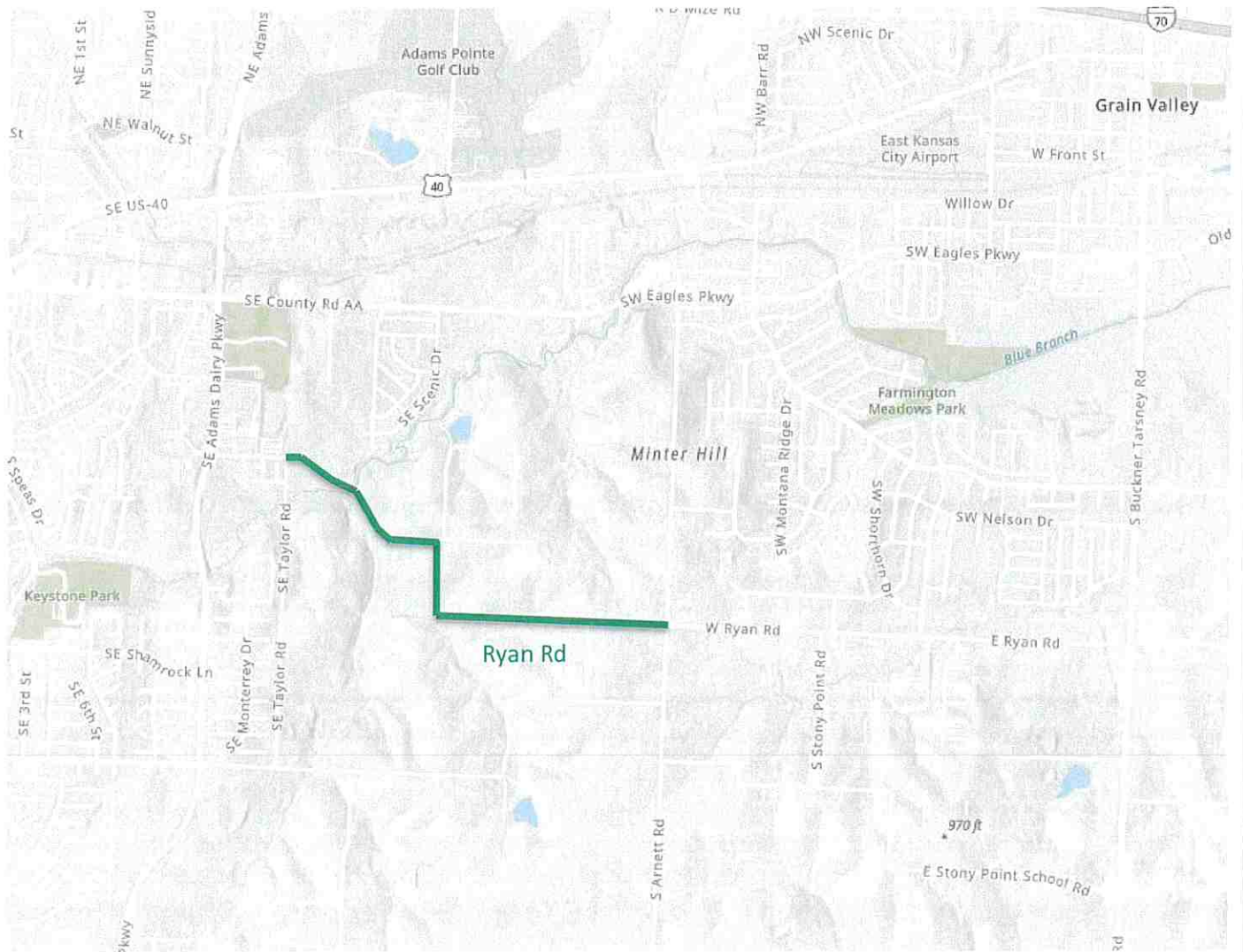
**Project Sites:**

**R D Mize Road (Buckner Tarsney Road to Oak Grove City Limits)**

## Appendix C

PROJECT NUMBER: 3272 DRAWING NAME: Location Map.pptx DATE: August 30, 2022 DESIGNED BY: SLee CHECKED BY: APPROVED BY:		2023 Pavement Maintenance Program – Surface Treatments	<b>53</b>
<h3>Project Map</h3>			<small>Sheet No.</small>

# SCRUB SEAL



**Project Sites:**  
**Ryan Road (Taylor Road to Arnett Road)**

PROJECT NUMBER: 3273  
 DRAWING NAME: Location Map.pptx  
 DATE: November 28, 2022  
 DESIGNED BY: SLee  
 CHECKED BY:  
 APPROVED BY:



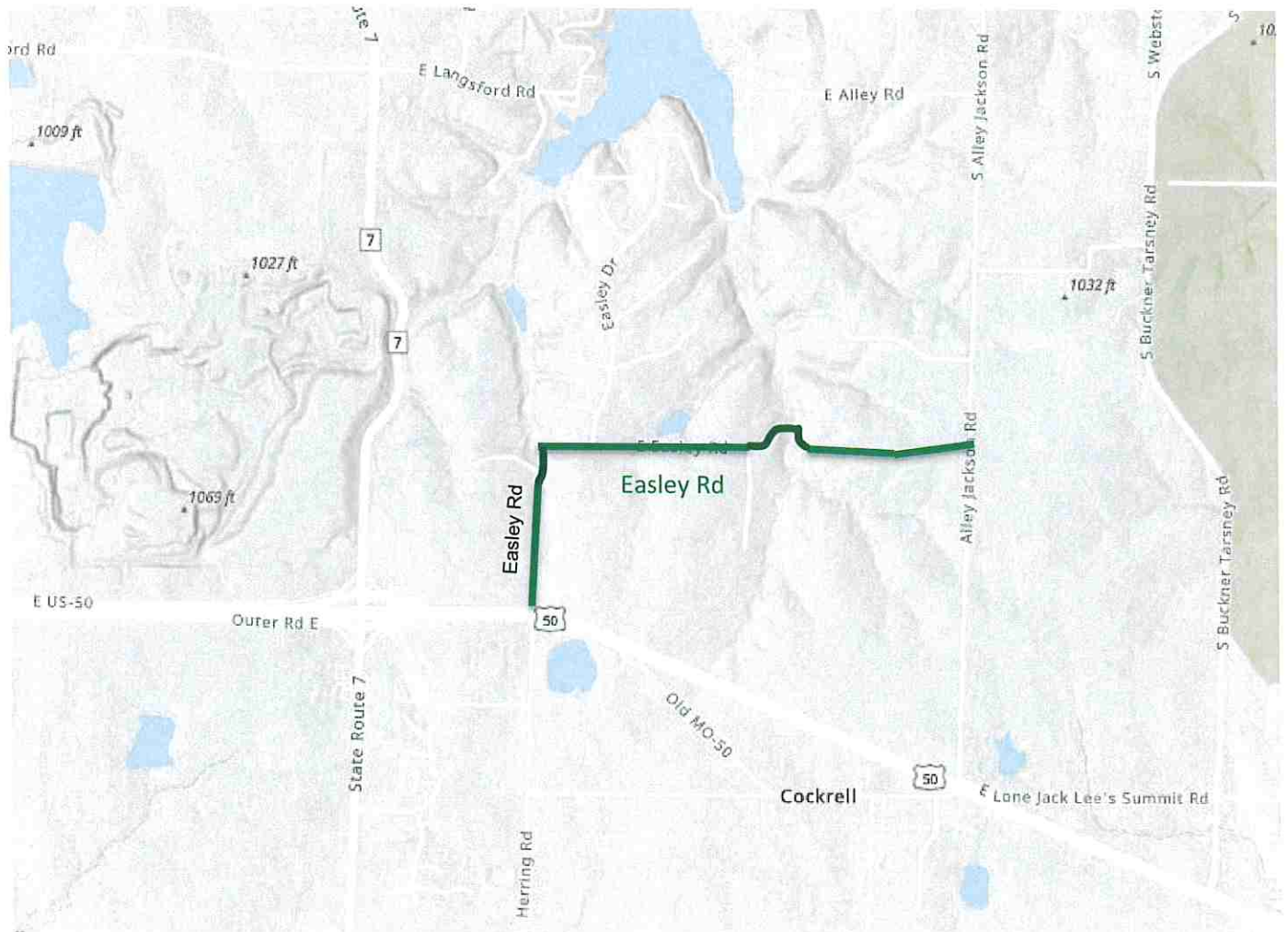
2023 Pavement Maintenance Program – Surface Treatments

Project Map

54

Sheet No.

# SCRUB SEAL



**Project Sites:**

**Easley Road (50 Highway R/W to Alley Jackson Road)**

Appendix C

PROJECT NUMBER: 3273  
 DRAWING NAME: Location Map.pptx  
 DATE: November 28, 2022  
 DESIGNED BY: SLee  
 CHECKED BY:  
 APPROVED BY:



2023 Pavement Maintenance Program – Surface Treatments

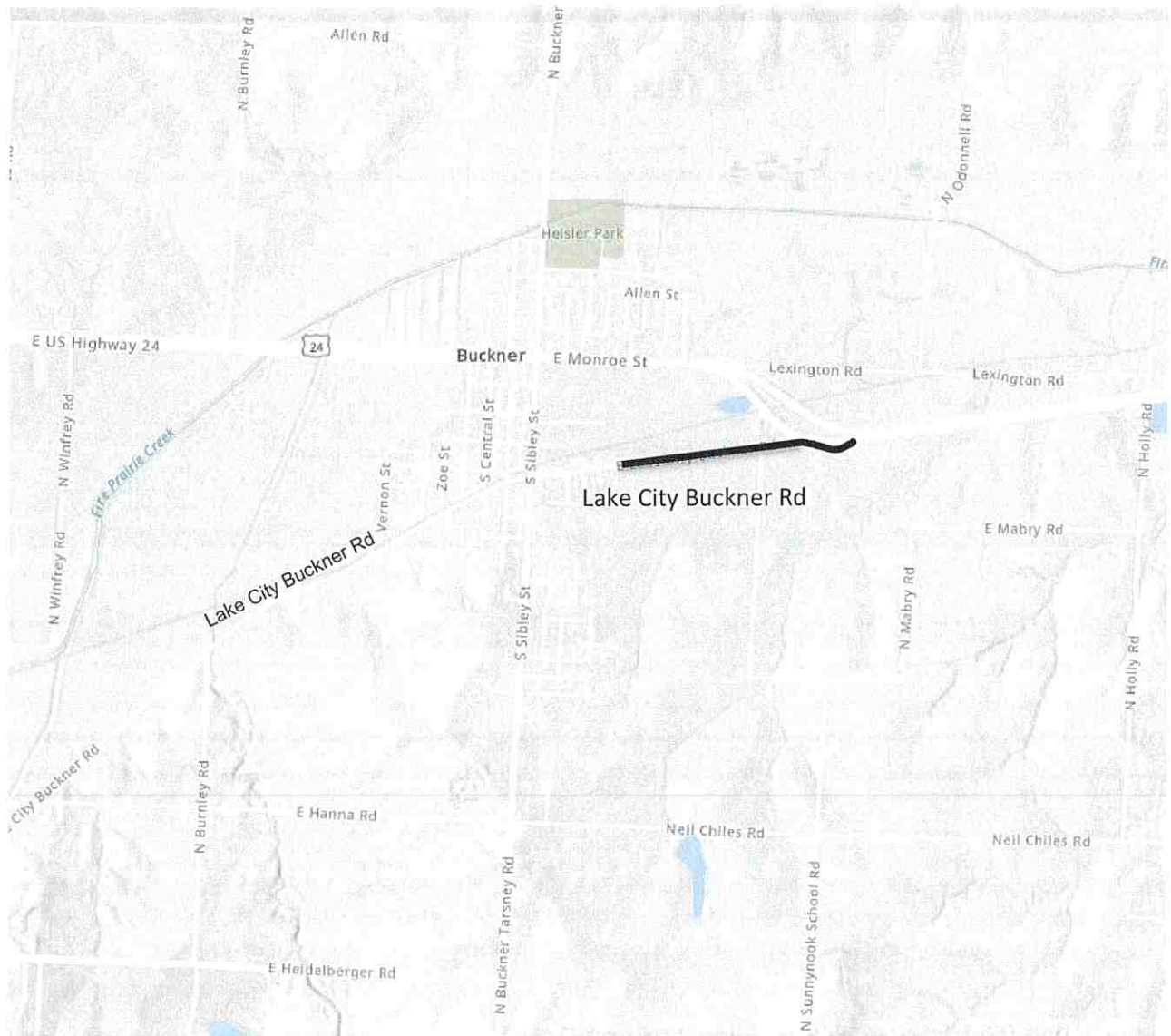
Project Map

55

Sheet No.



**FOG SEAL**



**Project Sites:**

**Lake City - Buckner (Buckner City Limits to 24 Highway R/W)**

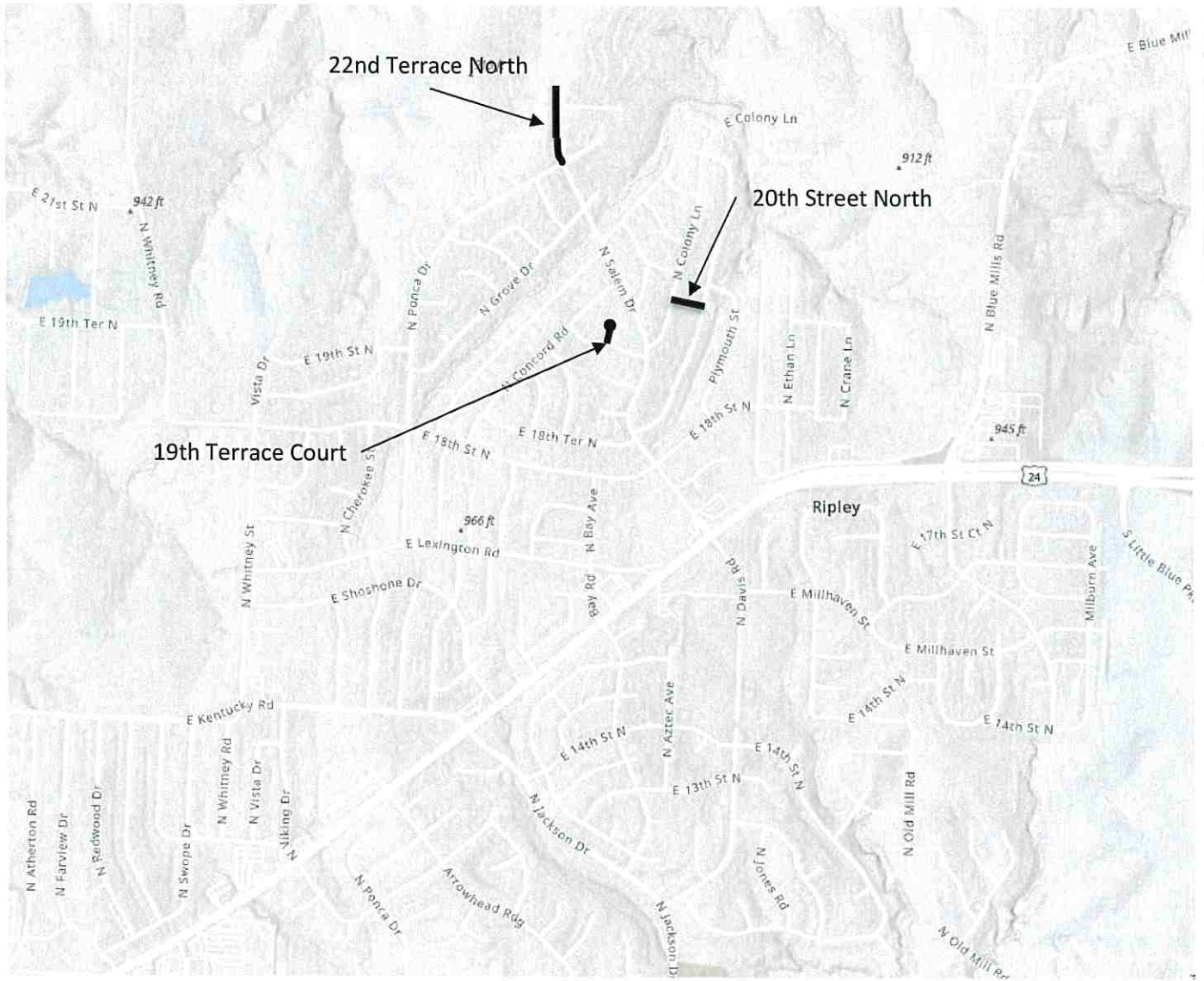
PROJECT NUMBER:	3273
DRAWING NAME:	Location Map.pptx
DATE:	November 28, 2022
DESIGNED BY:	SLee
CHECKED BY:	
APPROVED BY:	



2023 Pavement Maintenance Program – Surface Treatments

**Project Map**

# FOG SEAL



- Project Sites:**
- 19th Terrace Court (19th Terrace North to Cul-de-Sac)
  - 20th Street North (Colony Lane to York Road)
  - 22nd Terrace North (Salem Drive to Dead End)

## Appendix C

PROJECT NUMBER: 3273 DRAWING NAME: Location Map.pptx DATE: November 28, 2022 DESIGNED BY: SLee CHECKED BY: APPROVED BY:		2023 Pavement Maintenance Program – Surface Treatments  <h3>Project Map</h3>	<div style="text-align: center; font-size: 24pt; font-weight: bold;">57</div> <small>Sheet No.</small>
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# FOG SEAL



**Project Sites:**

Bowlin Road (Indigo Hills Drive to 40 Highway R/W)

Appendix C

PROJECT NUMBER: 3273  
 DRAWING NAME: Location Map.pptx  
 DATE: November 28, 2022  
 DESIGNED BY: SLee  
 CHECKED BY:  
 APPROVED BY:

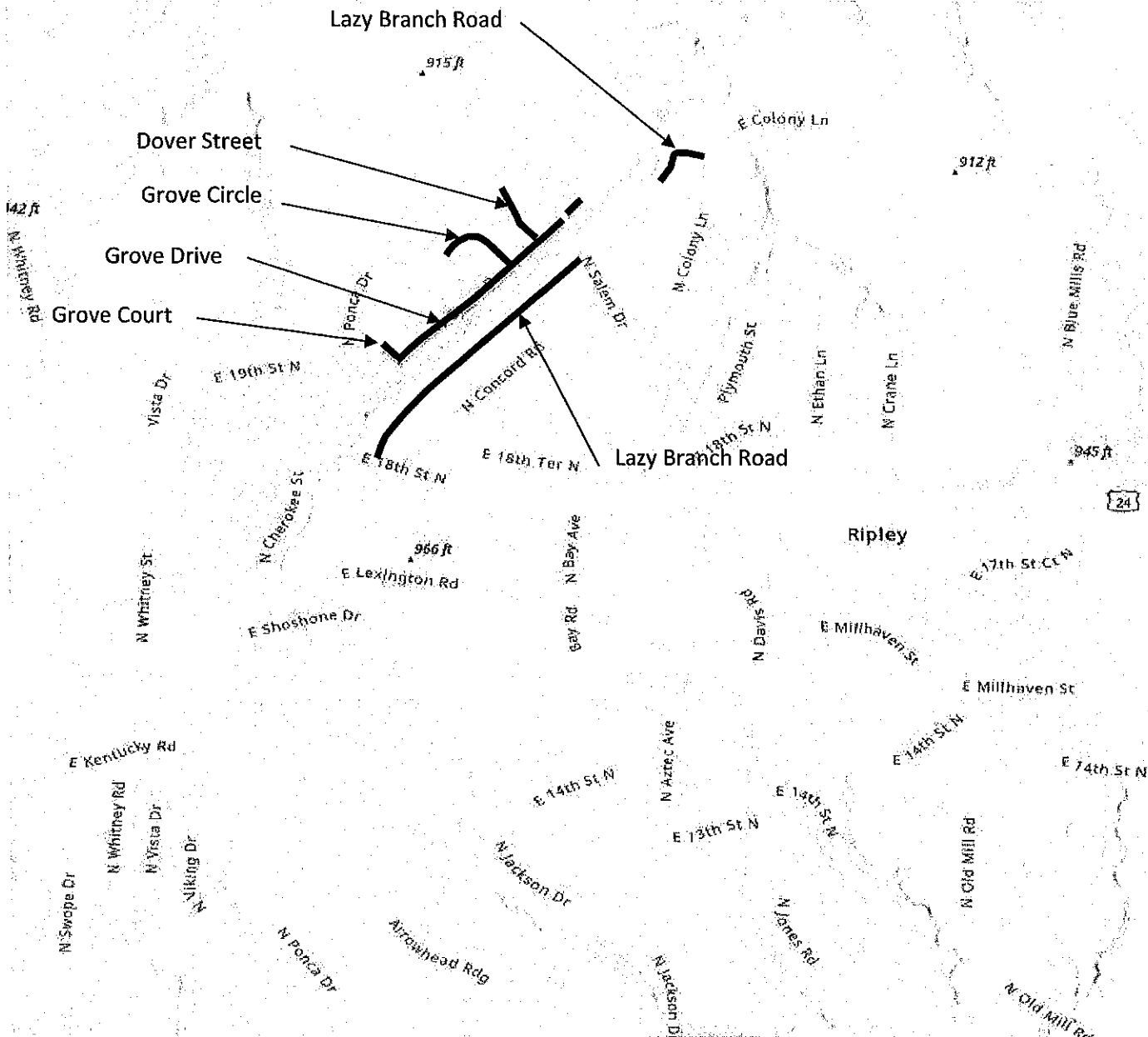


2023 Pavement Maintenance Program – Surface Treatments

Project Map

58

Sheet No.



**Project Sites:**

- Dover Street (Grove Drive to Ponca Drive)
- Glover Circle (20th Street Terrace North to Grove Drive)
- Grove Court (Grove Drive to Cul de Sac)
- Grove Drive (Grove Court to Salem Drive)
- Grove Drive (Salem Drive to Dead End)
- Lazy Branch Road (18th Street North to Salem Drive)
- Lazy Branch Road (Park Avenue to Colony Lane)

Appendix C

PROJECT NUMBER:	3273
DRAWING NAME:	Location Map.pptx
DATE:	November 28, 2022
DESIGNED BY:	SLee
CHECKED BY:	
APPROVED BY:	



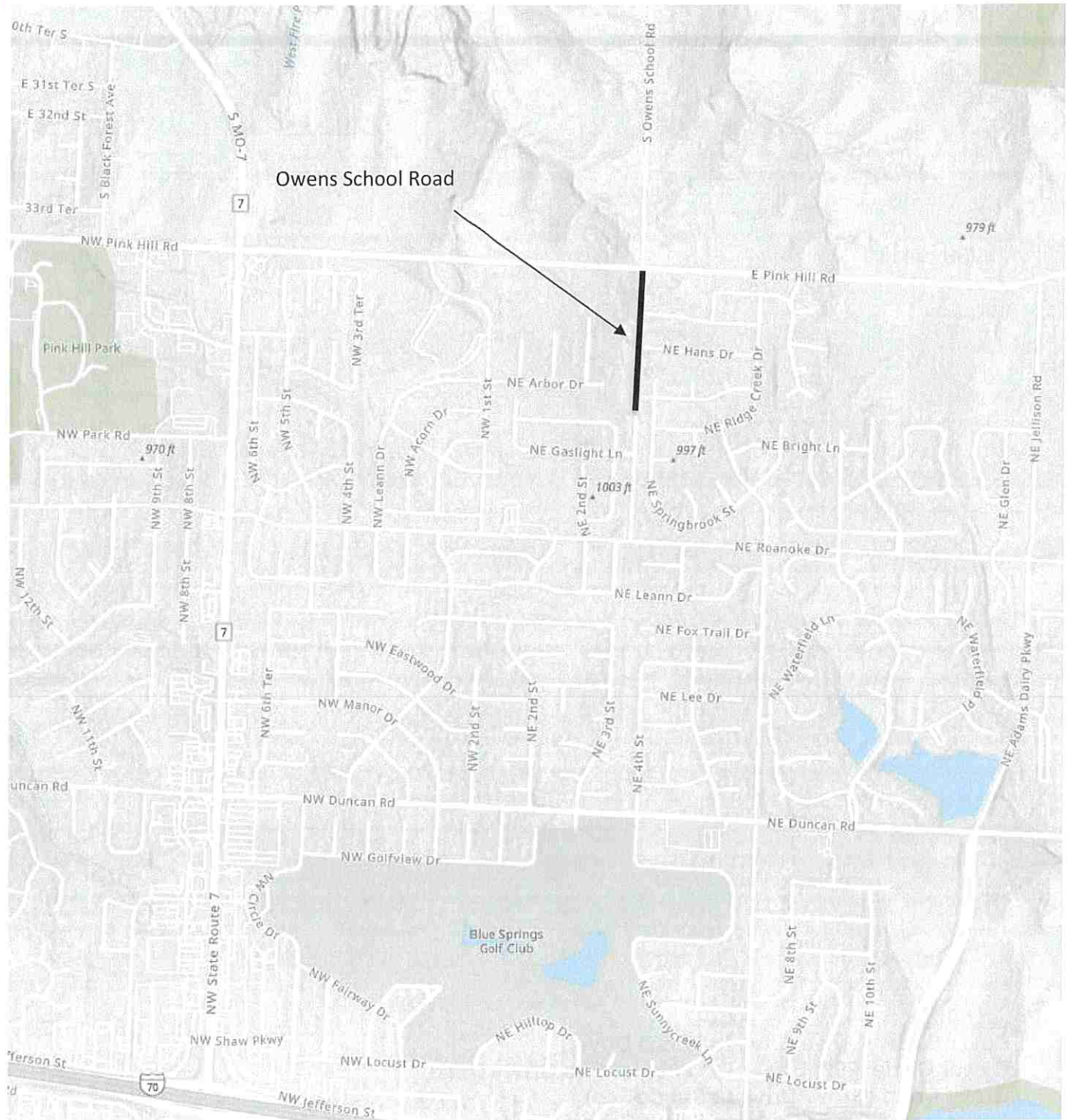
2023 Pavement Maintenance Program – Surface Treatments

Project Map

59

Sheet No.

# FOG SEAL



**Project Sites:**  
 Owens School Road (Blue Springs City Limits to Pink Hill Road)

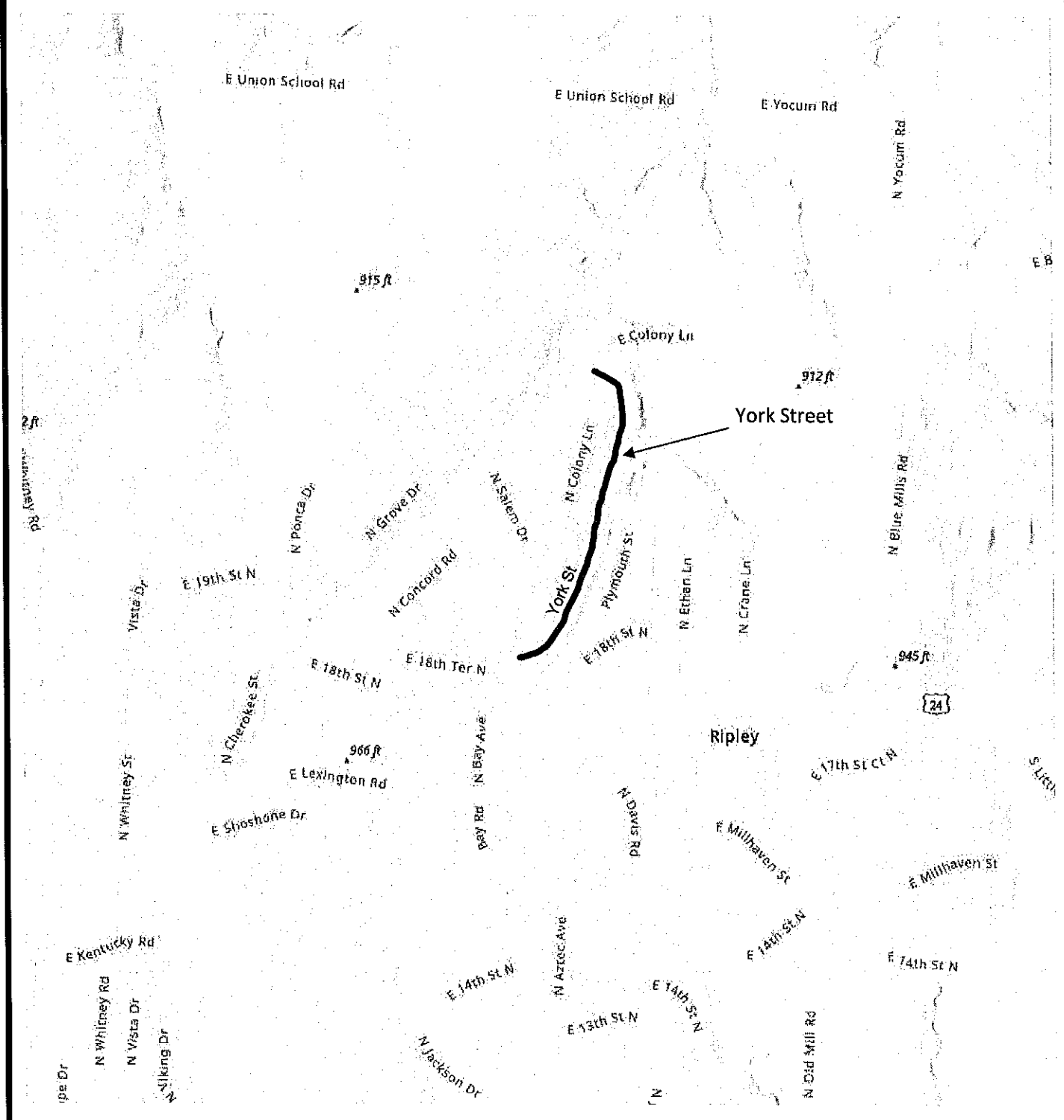
PROJECT NUMBER:	3273
DRAWING NAME:	Location Map.pptx
DATE:	November 28, 2022
DESIGNED BY:	SLee
CHECKED BY:	
APPROVED BY:	



2023 Pavement Maintenance Program – Surface Treatments


## Project Map

# FOG SEAL

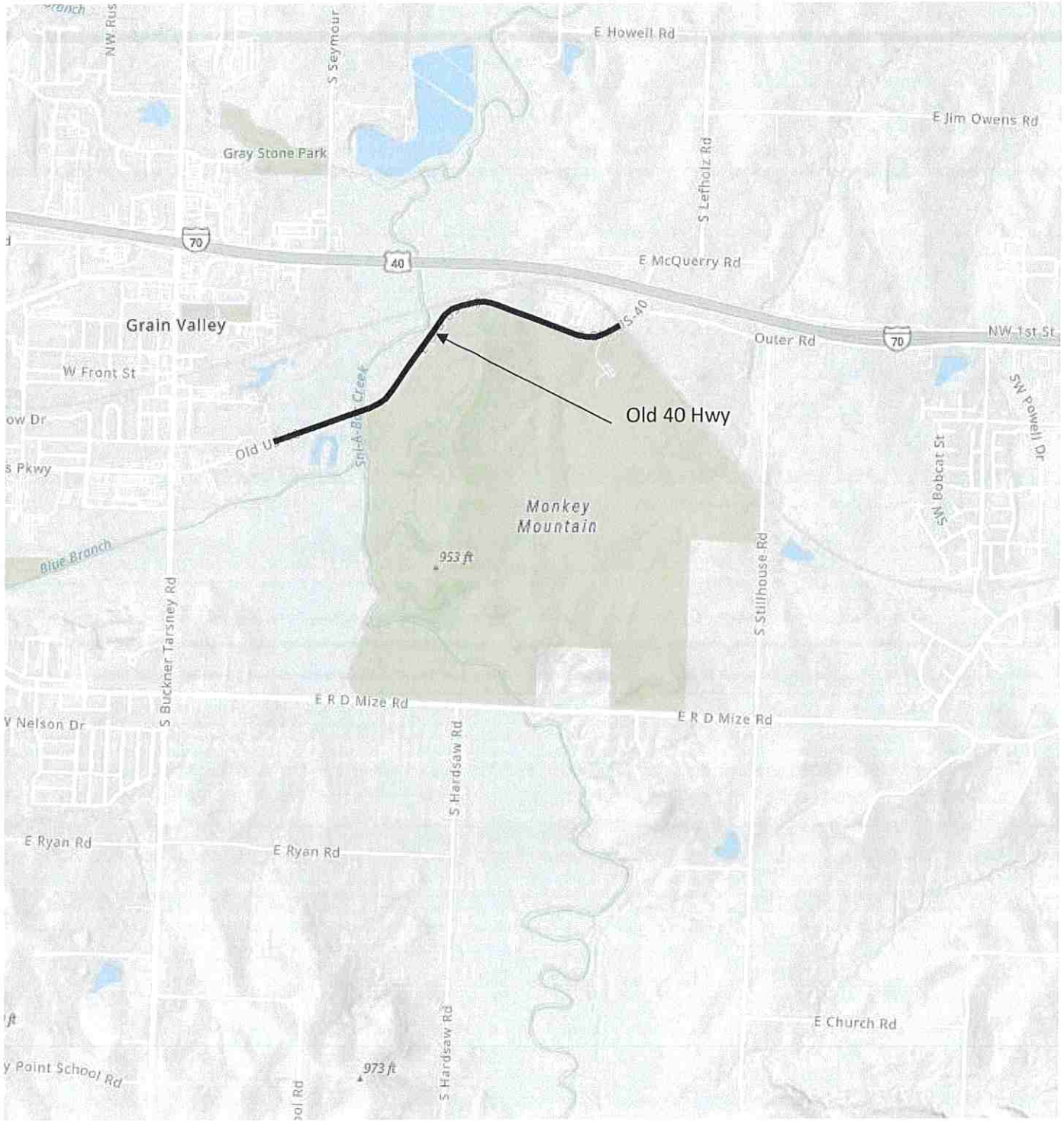


**Project Sites:**  
 York Street (Salem Drive to Colony Lane)

## Appendix C

PROJECT NUMBER:	3273		2023 Pavement Maintenance Program – Surface Treatments	61
DRAWING NAME:	Location Map.pptx		<h1 style="font-size: 36pt;">Project Map</h1>	Sheet No.
DATE:	November 28, 2022			
DESIGNED BY:	SLee			
CHECKED BY:				
APPROVED BY:				

**FOG SEAL**



**Project Sites:**  
 Old 40 Highway (Grain Valley City Limits to Railroad Bridge)

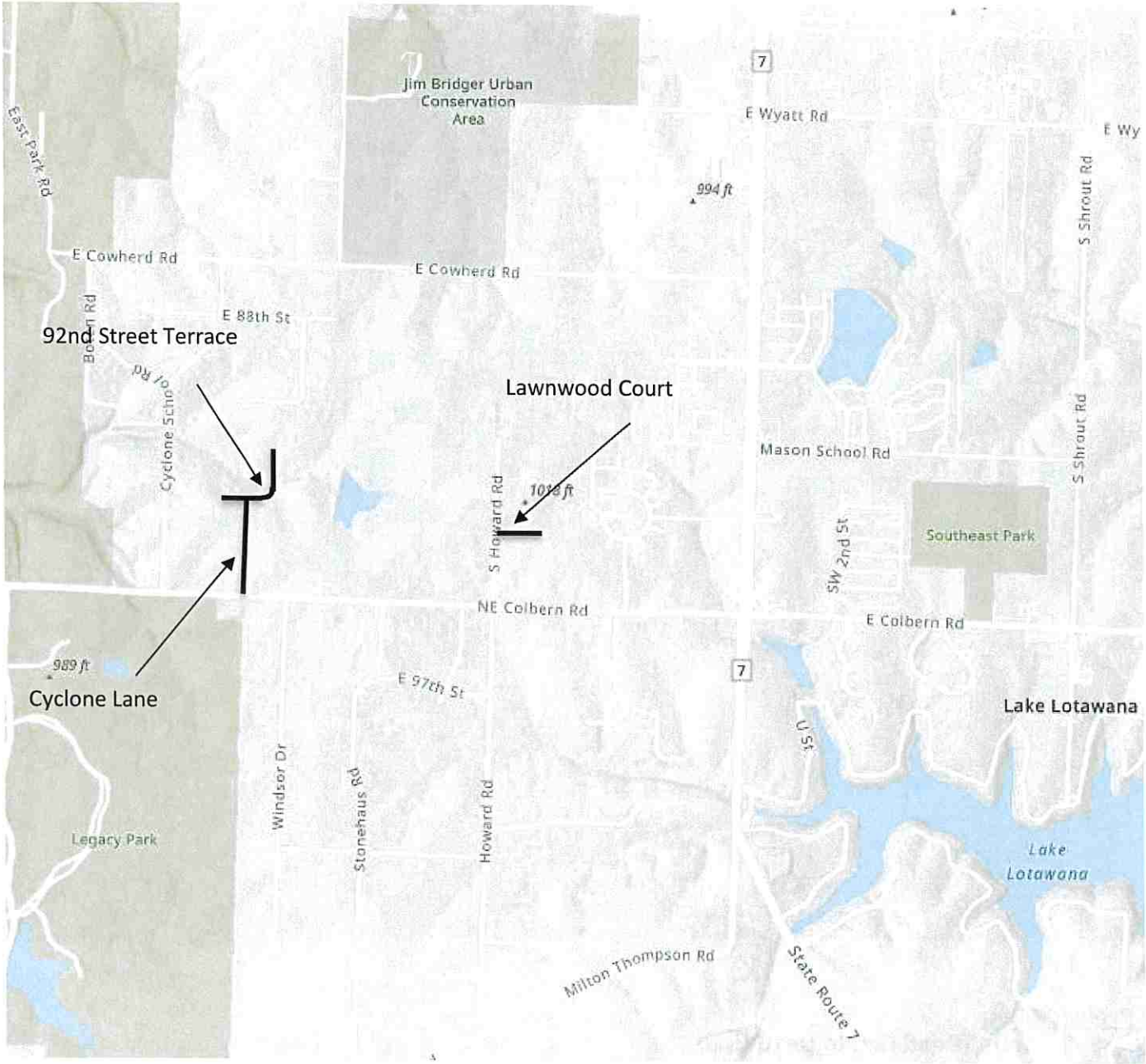
PROJECT NUMBER:	3273
DRAWING NAME:	Location Map.pptx
DATE:	November 28, 2022
DESIGNED BY:	SLee
CHECKED BY:	
APPROVED BY:	



2023 Pavement Maintenance Program – Surface Treatments

**Project Map**

# FOG SEAL



- Project Sites:**  
 92nd Street Terrace (Dead End to Dead End)  
 Cyclone Lane (Colbern Road to 92nd Street)  
 Lawnwood Court (Howard Road to Dead End)

## Appendix C

PROJECT NUMBER:	3272
DRAWING NAME:	Location Map.pptx
DATE:	August 30, 2022
DESIGNED BY:	SLee
CHECKED BY:	
APPROVED BY:	



2023 Pavement Maintenance Program – Surface Treatments

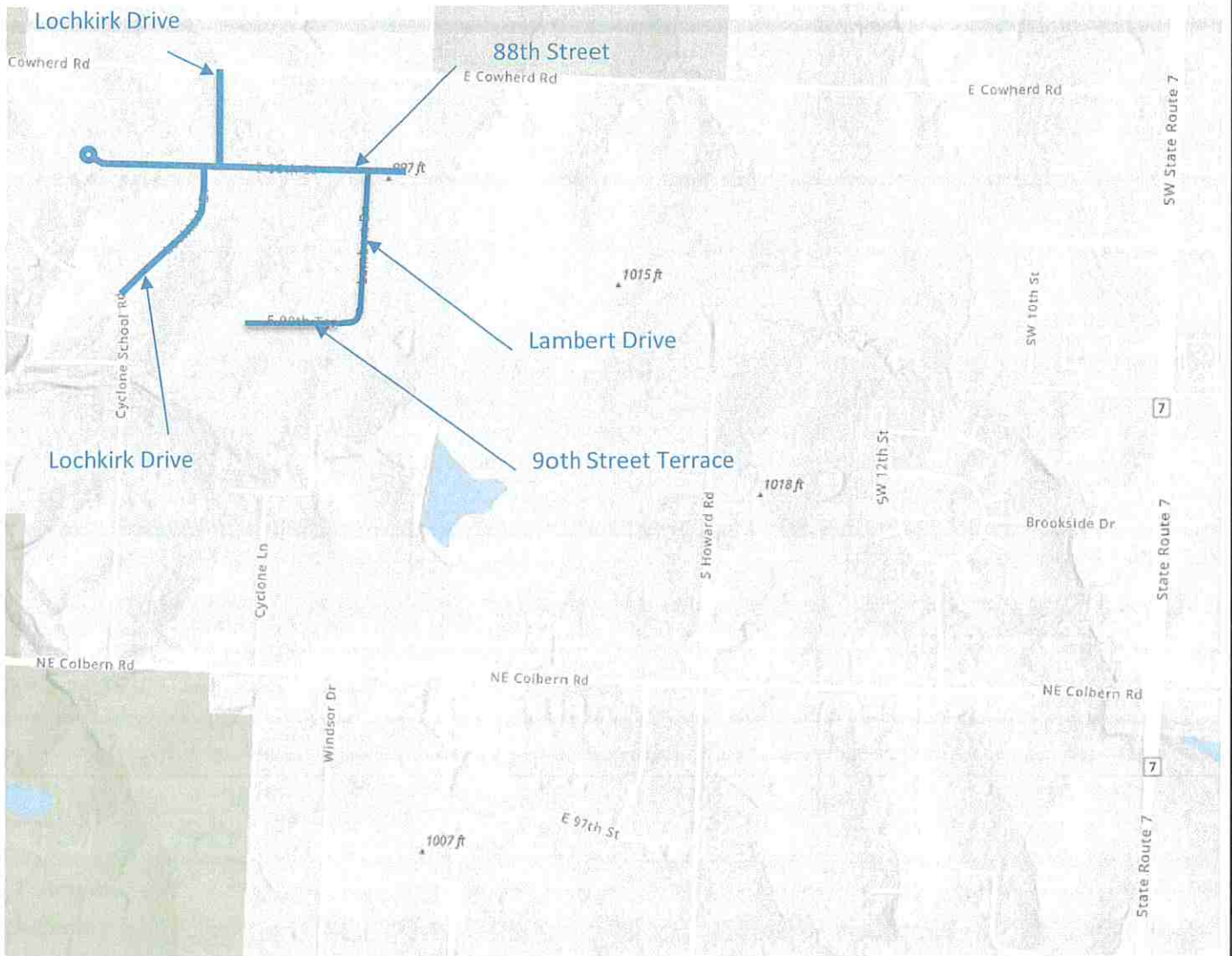
63

## Project Map

Sheet No.



# CRACK SEAL



**Project Sites:**

- 88th Street (Dead End to Dead End)
- 90th Street Terrace (Dead End to Lambert Drive)
- Lambert Drive (90th Street Terrace to 88th Street)
- Lochkirk Drive (Cyclone School Road to 88th Street)
- Lochkirk Drive (Cowherd Road to 88th Street)

PROJECT NUMBER: 3273  
 DRAWING NAME: Location Map.pptx  
 DATE: November 28, 2022  
 DESIGNED BY: SLee  
 CHECKED BY:  
 APPROVED BY:



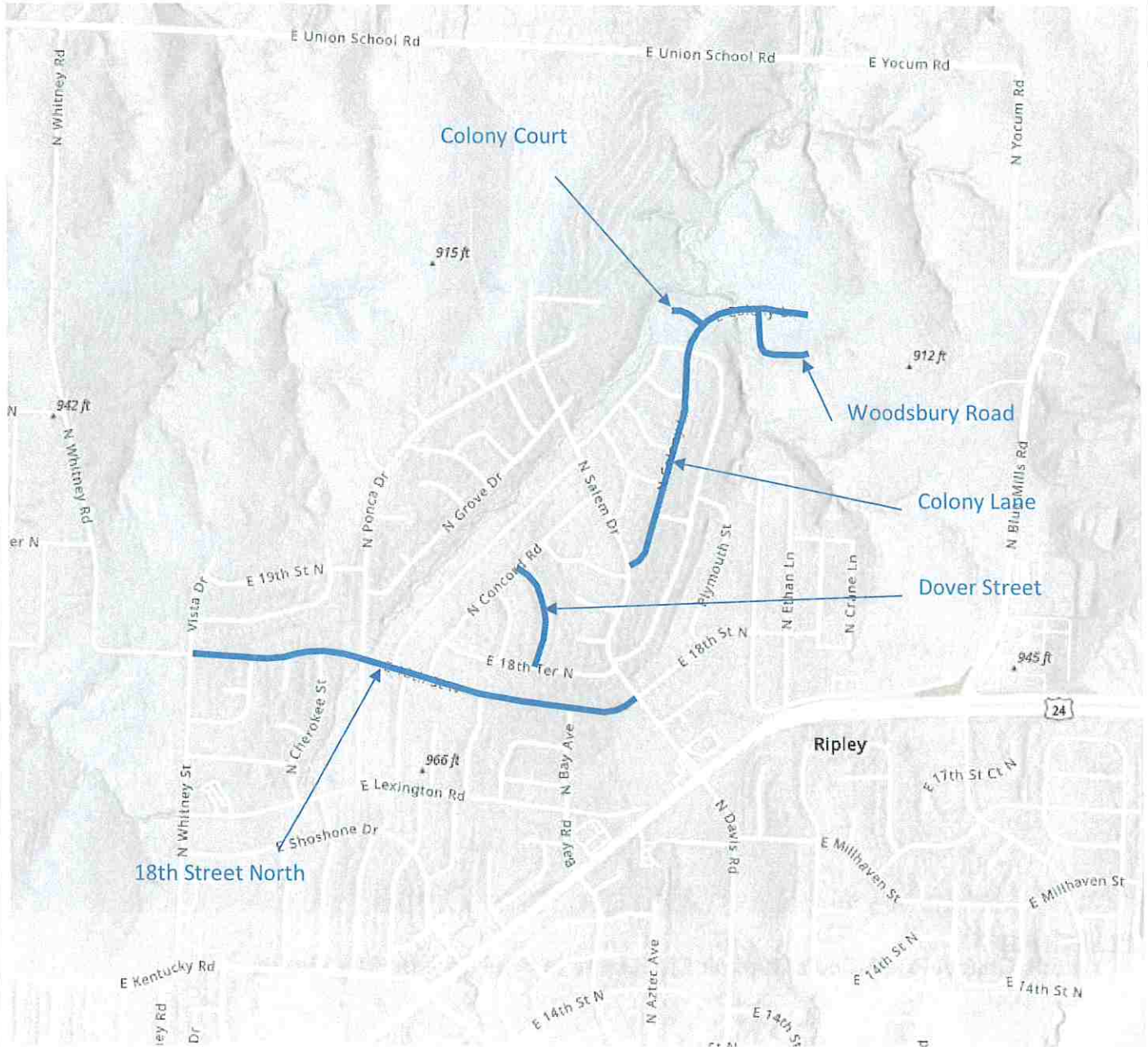
2023 Pavement Maintenance Program – Surface Treatments

Project Map

64

Sheet No.

# CRACK SEAL



**Project Sites:**

- 18th Street North (Whitney Road to Salem Drive)**
- Dover Street (18th Terrace North to Concord Road)**
- Woodsbury Road (Colony Lane to Dead End)**
- Colony Court (Colony Lane to Dead End)**
- Colony Lane (Salem Drive to Dead End)**

Appendix C

PROJECT NUMBER: 3273  
 DRAWING NAME: Location Map.pptx  
 DATE: November 28, 2022  
 DESIGNED BY: SLee  
 CHECKED BY:  
 APPROVED BY:



2023 Pavement Maintenance Program – Surface Treatments

Project Map

65

Sheet No.

# CRACK SEAL



**Project Sites:**

Woods Chapel Road (Lee's Summit City Limits to Blue Springs City Limits)

Appendix C

PROJECT NUMBER: 3273  
DRAWING NAME: Location Map.pptx  
DATE: November 28, 2022  
DESIGNED BY: SLee  
CHECKED BY:  
APPROVED BY:



2023 Pavement Maintenance Program – Surface Treatments

Project Map

66

Sheet No.

# 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:

Vance Brothers, Inc.

5201 Brighton

Kansas City, MO 64130

2023 Certificate: 20230206VVC248

Issued: 2023-02-06

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.

A handwritten signature in black ink, appearing to read "J. Song", is written over a horizontal line.

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

## GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com> . Bids submitted by any other method/manner will not be accepted.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** All Questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Invitation to Bid. All Questions must be received on the Bonfire Portal by 5:00 PM on February 28, 2023. All Questions will be answered in the form of Addenda to the Invitation to Bid on the Bonfire Portal.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.
7. The County reserves the right to split the award of the bid, to reject any or all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.
9. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.
10. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.
11. **Patents:** Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm, or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given purchase order or contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in

quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract, or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so, requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. **Minority, Women and Veteran Business Enterprise Utilization:** Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org/394/Compliance-Review-Office>, Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. The Contractor shall ensure that it and its

subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

30. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity 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 also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state, or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

31. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids, and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

32. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

33. Wage Rates: Except as provided in subparagraph A., below, this contract shall be based upon payment by the Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

A. Wage Law: Except as provided in this subparagraph, the contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. Pursuant to section 290.230.5, the provisions of the prevailing wage law do not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the county for the total project cost is in the amount of \$75,000 or less. The "total project cost" is based upon the entire project and not individual jobs within a larger project. The "total project cost" includes the total value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project and additionally includes all materials and supplies purchased for the project. The provisions of this paragraph 33 do not apply to any contract that is excluded from the applicability of the Missouri prevailing wage law pursuant to section 290.230.5, RSMo.

B. Penalty: The Contractor shall forfeit as a penalty to the County, One Hundred Dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, that such workman is paid less than the said stipulated rate for any work done under this contract by the Contractor or by any of its subcontractors.

C. The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, unless they have previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

D. Withholding Payment: Under Section 290.250 of said law, the County has a duty to withhold and retain from payment, which is due to the Contractor under this contract all sums and amounts due and owing as a result of any violation of said laws. The County reserves the right to withhold payments throughout the duration of any resulting contract if a contractor is found to be delinquent in any aspect relating to compliance with Chapters 6 and 19 of the Jackson County Code. Payments may be held until all said delinquencies have been rectified to the satisfaction of the Compliance Review Office.

E. Required Records: The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Industrial Commission of Missouri and the County. Said records shall be kept for a minimum of one (1) year after the project has been accepted and the Required Affidavit, outlined in subsection G, is received.

F. No Adjustment for Changes in Rates: During the life of this contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due to the Contractor by reason of any such change.

G. Exceeding Rates and Hours: The prevailing wage law does not prohibit payment of more than the prevailing rate of wages, nor does



it limit the hours of work which may be performed by any workman in a particular period of time.

H. Required Affidavit: No final payment for work under this contract will be made by the County until it has received from each Contractor and subcontractor an affidavit stating that each has fully complied with the provisions and the requirements of said law.

I. Prevailing Wages: The current prevailing wage rate determination made by the Industrial Commission of Missouri and applicable during the term of this contract is reproduced verbatim herein.

J. Posting: Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri, shall be displayed in a conspicuous place on the project under a heading of NOTICE, with the heading in letters at least one inch high.

K. Contract Work Hours and Safety Standards Act (42 U.S.C. Sect. 329): The Contractor is required to comply with Section 103 of the above Act.

L. Certified Payroll Records: An original copy of certified payroll records shall be emailed weekly to the Compliance Review Office at [CRO@jacksongov.org](mailto:CRO@jacksongov.org). A copy of certified payroll records indicating applicable invoice number(s) shall also be emailed to the Project Supervisor.

Payroll Records must meet the following minimum requirements:

Workers must be classified according to the State's Occupational Title Rule. Workers listed as Journey Worker for Local Union XX is not acceptable. The specific classification must be named.

The specific Group must be named. It is impossible to compare wage rates paid to the proper prevailing wage rate if the Group is not listed.

For all apprentices on each payroll, the apprentice letter must be attached confirming registration in the program, level in the program (i.e., 3<sup>rd</sup> Level, or 3<sup>rd</sup> 6-Month Period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on the payroll.

The one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certificate page of the payroll form. If fringe benefit contributions are not indicated by an hourly rate on the certificate payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.

34. Changes in the Work: Changes in the works as defined in this Invitation to Bid which result in additions, deletions, or other revisions to the Contract Sum or Contract Time must be accomplished by written Change Order to the Contractor. Such Change Orders must be submitted in writing by the Contractor and approved in writing by the County prior to the commencement of the work included in such Change Orders.

## **EXHIBIT A, INSURANCE**

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

### **1. COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

### **2. COMMERCIAL AUTOMOBILE LIABILITY**

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

### **3. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE**

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

### **4. EXCESS/UMBRELLA LIABILITY COVERAGE**

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

### **5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE**

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

### **6. QUALIFICATIONS INSURANCE CARRIERS**

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.

### **7. FAILURE TO MAINTAIN INSURANCE COVERAGE**

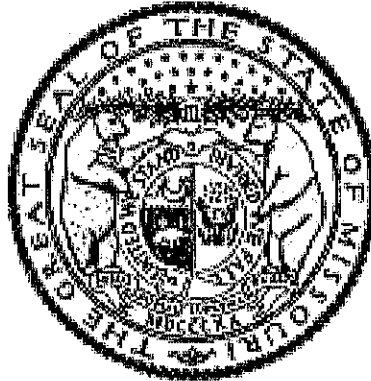
Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's

failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 048  
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.06
Boatmaker	\$37.33*
Bricklayer	\$59.30
Carpenter	\$60.21
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.35
Plasterer	
Communications Technician	\$58.66
Electrician (Inside Wireman)	\$56.21
Electrician Outside Lineman	\$54.01
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$37.33*
Glazier	\$56.81
Ironworker	\$56.35
Laborer	\$49.04
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.39
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.71
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.15
Plumber	\$74.12
Pipe Fitter	
Roofer	\$57.93
Sheet Metal Worker	\$71.70
Sprinkler Fitter	\$61.32
Truck Driver	\$47.50
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 100 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.710 RSMo.

Heavy Construction Rates for  
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.95
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$84.43
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.78
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.84
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

AFFIDAVIT

STATE OF Missouri )  
 ) SS.  
COUNTY OF Jackson )

Robert A. Vance of the city of Kansas City  
County of Jackson State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the Sr. Vice President (Title of Affiant) of Vance Brothers, Inc. (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, 2022, 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.

Vance Brothers, Inc. (Name of Bidder)

By: [Signature] (Signature of Affiant)

Sr. Vice President (Title of Affiant)

Subscribed and sworn to before me this 7<sup>th</sup> day of March, 2023

[Signature]

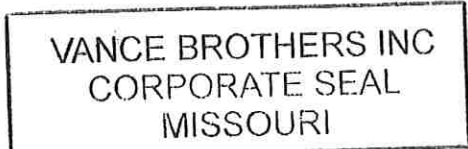
NOTARY PUBLIC in and for the County of Jackson (SEAL)

State of Missouri

My Commission Expires: June 2, 2023



JENNIFER SEGURA  
My Commission Expires  
June 2, 2023  
Jackson County  
Commission #15635891



VANCE BROTHERS INC (816) 923-4325



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers None and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.

Robert A. Vance  
Signature of Respondent Robert A. Vance

3/7/23  
Date

Vance Brothers, Inc.  
Company Name

5201 Brighton Ave.  
Address

Kansas City, MO 64130  
City, State, and Zip

816-923-4325  
Phone



VANCE BROTHERS INC (816) 923-4325

EXHIBIT F

RESPONDENT'S EXCEPTIONS  
TO  
SCOPE OF SERVICES  
OF  
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 23-011

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal **READ THIS PARAGRAPH CAREFULLY.**

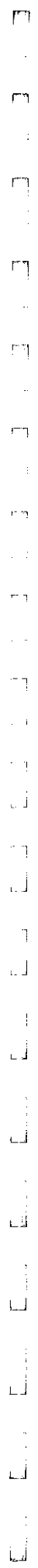
The following exceptions to the Scope of Services of Request for Proposal No. 23-011 are requested by the undersigned Respondent:  
(Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	<i>No exceptions requested.</i>

Name of Firm: Vance Brothers, Inc.

Signature of Bidder: 

Robert A. Vance  
Sr. Vice President





**OFFICE OF THE COUNTY AUDITOR**  
**COMPLIANCE REVIEW OFFICE**  
 415 E 12TH STREET, 2ND FLOOR  
 KANSAS CITY, MISSOURI 64106

(816) 881-3302  
 FAX (816) 881-3340  
 COMPLIANCE@JACKSONGOV.ORG  
 WWW.JACKSONGOV.ORG/AUDITOR

**JACKSON COUNTY, MISSOURI**  
**MBE/WBE/VBE PARTICIPATION AFFIDAVIT**

ITB/RFP/RFQ Number: 23-011

ITB/RFP/RFQ Title: Pavement Maintenance Program -Surface Treatment

Contracting Department: Public Works Department

Respondent: Vance Brothers, Inc.

I, Robert A. Vance, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above ITB/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above.

The goals set by Jackson County, Missouri are:

9.5 %MBE      11.7 %WBE      9.5 %VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

9.5 %MBE      11.7 %WBE      9.5 %VBE

<b>***INTERNAL USE ONLY***</b>			
CUP RECEIVED: <span style="border: 1px solid black; padding: 2px;">RECEIVED By Jaime Guillen at 11:34 am, Mar 14, 2023</span>	CUP APPROVED: <span style="border: 1px solid black; padding: 2px;">APPROVED By Jaime Guillen at 11:34 am, Mar 14, 2023</span>		
GFE RECEIVED: _____	GFE APPROVED: _____		
CUP REVISED: _____	REVISION APPROVED: _____		
APPROVED GOALS: <u>9.5%</u> MBE <u>11.7%</u> WBE <u>9.5%</u> VBE      _____ OTHER			
RES/ORD: _____	AMT AWARDED: _____		
NOTES: CUP is acceptable as submitted. JG 3-14-2023			

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

List of Intended Subcontractors:

Respondent acknowledges that it is responsible for submitting a List of Intended Subcontractors (LIS) prior to receiving a contract award as a result of its response to the above ITB/RFP/RFQ. This affidavit in conjunction with the LIS constitutes the Contractor's Utilization Plan (CUP), which sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract. The CUP is contractually binding and any changes to either document must follow a modification process as described below.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a Good Faith Effort Form if it will be unable to meet the participation goals. A Good Faith Effort Form documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. Simply stating that goals cannot be met is not considered sufficient.

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a Contractor Modification Form must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

\*\*\*Contact the Compliance Review Office for assistance or to request forms.\*\*\*

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact (Print): Robert A. Vance

Title: Sr. Vice President Email: asewell@vancebrothers.com

Date: 3/7/23 Phone: 816-923-4325

Signature: [Handwritten Signature] Date: 3/7/23

NOTARIZED:  
Subscribed and sworn to before me this 7<sup>th</sup> day of March, 2023.

My Commission Expires: June 2, 2023

Jennifer Segura



JENNIFER SEGURA  
My Commission Expires  
June 2, 2023  
Jackson County  
Commission #15635891

NOTARY PUBLIC  
Attach Corporate Seal if applicable

Harry S. Truman, Presiding Judge 1927-1934

VANCE BROTHERS INC  
CORPORATE SEAL  
MISSOURI

VANCE BROTHERS INC (816) 923-4325



OFFICE OF THE COUNTY AUDITOR  
COMPLIANCE REVIEW OFFICE  
415 E 12TH STREET, 2ND FLOOR  
KANSAS CITY, MISSOURI 64106

**RECEIVED**

By Jaime Guillen at 10:05 am, Mar 14, 2023

(816) 881-3302  
FAX (816) 881-3340  
CRO@JACKSONGOV.ORG  
WWW.JACKSONGOV.ORG/AUDITOR

### List of Intended Subcontractors (LIS)

**Bid/Project Number:** 23-011  
**Respondent:** Vance Brothers, Inc  
**Using Dept:** Public Works  
**CRO Program(s):** CH. 6 MWVBE Goals/ CH. 19 Prevailing Wage

**Approved Goals:** 9.5% MBE    11.7% WBE    9.5% VBE

*Complete the below information and return it to the Compliance Review Office (CRO) at [CRO@jacksongov.org](mailto:CRO@jacksongov.org) by the date indicated in red below. Once this form is received, it will be reviewed by both the CRO and the using department. Contract award will not be given unless approval of this form is completed. The information provided will be used as contact information on this project throughout the duration of the contract. If a change in contact information is needed, notify the CRO at [CRO@jacksongov.org](mailto:CRO@jacksongov.org) with the updated information.*

This form (List of Intended Subcontractors), in conjunction with the MBE/WBE/VBE Participation Affidavit previously submitted, is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above ITB/RFP/RFQ and the MBE/WBE/VBE Program and is provided on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and/or subcontractors as well as all other subcontractors on the resulting awarded contract.

The contractors listed on Pages 3-5 are Subcontractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award with each listed subcontractor.**

#### Instructions:

- The MBE/WBE/VBE Affidavit and List of Intended Subcontractors (LIS) must be filled out in its entirety. No blanks or skipped information will be accepted.
- Indicate the MBE/WBE/VBE certification which you intend to utilize for credit for each certified subcontractor. No subcontractor will receive credit for more than one certification even if that subcontractor is dually certified.
- If the Respondent is a certified MBE/WBE/VBE, it should list itself as a subcontractor and indicate the percentage to be self-performed on the project.
- Suppliers only need to be listed if the respondent plans to receive MBE/WBE/VBE credit for them.
- If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor, a **Contractor Modification Form** must be submitted to the Compliance Review Office. Any Contractor Modification Form must be approved by the Compliance Review Office.

## PRIME CONTRACTOR INFORMATION

Bid/Project Number: 23-011 Pavement Maintenance-Surface Treatments  
Respondent: Vance Brothers, Inc.  
Using Dept: Public Works  
CRO Program(s): CH. 6 MWVBE Goals/ CH. 19 Prevailing Wage

**COMPLETE AND RETURN BY: (MARCH 17, 2023)**

Provide the following contact information:

- Company Address: 5201 BRIGHTON AVE.  
KANSAS CITY, MO 64130
- Company Website: www.vancebrothers.com
- Company Phone: 816-923-4325

- Project or Contract Manager:

Name: MATT STRY Phone: 816-922-8047 E-mail: mstry@vancebrothers.com

- Point of Contact for Site Visits:

Name: MATT STRY Phone: 816-922-8047 E-mail: mstry@vancebrothers.com

- Point of Contact for Certified Payroll Reports:

Name: ARTHUR SEWELL Phone: 816-922-8021 E-mail: asewell@vancebrothers.com

- Point of Contact for MBE/WBE/VBE Monthly Reports:

Name: ARTHUR SEWELL Phone: 816-922-8021 E-mail: asewell@vancebrothers.com

Contractor Name: VANCE BROTHERS, INC.

Bid Number: 23-011

If utilizing subcontractors, complete the following information for each subcontractor.

If no subcontractors will be utilized, mark the first line as N/A.

\*If MBE and/or WBE goals are assigned, this form is REQUIRED\*

\*\*Attach additional pages as needed\*\*

Subcontractor Company Name: CU CONTRACTING SERVICES, LLC  
 Subcontractor To: VANCE BROTHERS, INC.  
 Certified Payroll Contact: CAREY TYSON E-mail Address: concrete\_tyson@yahoo.co  
 MWVBE Goals Contact: CAREY TYSON E-mail Address: u  
 Address: 3121 STADIUM DR. City, State, Zip: KANSAS CITY, MO 64129  
 Phone 1: 816-269-8676 Phone 2: 816-564-8959  
 Certified (Check One)  MBE  WBE  VBE  N/A  Certifying Agency (If Applicable): KCMO

PERCENTAGE of Contract Awarded:  9.50% Contract Amount \$ 46,967.51  
 Union Status: NOU Estimated Start Date: MAY, 2023

Scope(s) of work to be performed:  
LOGISTICS, TRAFFIC CONTROL, PROTECT CLOSEOUT

CRO Approval: 

APPROVED By Jaime Guillen at 10:28 am, Mar 14, 2023
--------------------------------------------------------

 DEPT. Approval: 

APPROVED Ric Johnson, PE 03/14/2023 11:27:04 AM
----------------------------------------------------

Subcontractor Company Name: BRIAN HINNEN TRUCKING & FARMS  
 Subcontractor To: VANCE BROTHERS, INC.  
 Certified Payroll Contact: BRIAN HINNEN E-mail Address: sbhinnenhauling@yahoo.co  
 MWVBE Goals Contact: BRIAN HINNEN E-mail Address: u  
 Address: 90 MANISER ST. City, State, Zip: CANAWA, MO 64635  
 Phone 1: 660-639-3344 Phone 2: 660-973-4445  
 Certified (Check One)  MBE  WBE  VBE  N/A  Certifying Agency (If Applicable): STATE OF MISSOURI

Brian Hinnen Trucking & Farms is SDVBE Certified through State of MO Office of Administration. Exp 12/2023. JG  
 PERCENTAGE of Contract Awarded:  9.50% Contract Amount \$ 46,967.51  
 Union Status: NOU Estimated Start Date: MAY 2023

Scope(s) of work to be performed:  
HAULING

CRO Approval: 

APPROVED By Jaime Guillen at 10:34 am, Mar 14, 2023
--------------------------------------------------------

 DEPT. Approval: 

APPROVED Ric Johnson, PE 03/14/2023 11:27:14 AM
----------------------------------------------------



Contractor Name: VANCE BROTHERS, INC.

Bid Number: 23-011

Subcontractor Company Name: TRAMAR CONTRACTING, INC.

Subcontractor To: VANCE BROTHERS, INC.

Certified Payroll Contact: JOHN McGRATH E-mail Address: jmcgrath@tramarcontracting.com

MWVBE Goals Contact: JOHN McGRATH E-mail Address: ''

Address: 3051 MERCANTILE DR. City, State, Zip: ST. CHARLES, MO 63301

Phone 1: 636-255-0808 Phone 2: 314-974-5259

Certified (Check One): MBE  WBE  VBE  N/A  Certifying Agency (If Applicable): State of Missouri

Tramar Contracting, Inc certified WBE by St. Louis Lambert International Airport. DBE certified by State of MO. 3/14/2023 JG

PERCENTAGE of Contract Awarded: 9.17% ✓ Contract Amount \$ 45,348.60

Union Status: NON Estimated Start Date: JULY 2023

Scope(s) of work to be performed:

PAVEMENT MARKING

CRO Approval: 

APPROVED By Jaime Guillen at 11:05 am, Mar 14, 2023
--------------------------------------------------------

DEPT. Approval: 

APPROVED Ric Johnson, PE 03/14/2023 11:27:27 AM
----------------------------------------------------

Subcontractor Company Name: DELTA SWEEPING CO.

Subcontractor To: VANCE BROTHERS, INC.

Certified Payroll Contact: NICKIE FRANCIS E-mail Address: nfrancis2013@att.net

MWVBE Goals Contact: NICKIE FRANCIS E-mail Address: ''

Address: 2001 GUINOTTE AVE. City, State, Zip: KANSAS CITY, MO 64120

Phone 1: 816-221-8851 Phone 2: 816-520-3609

Certified (Check One): MBE  WBE  VBE  N/A  Certifying Agency (If Applicable): KC, MO

PERCENTAGE of Contract Awarded: 2.53% ✓ Contract Amount \$ 12,497.76

Union Status: NON Estimated Start Date: MAY 2023

Scope(s) of work to be performed:

SWEEPING (PRE & POST PRODUCTION)

CRO Approval: 

APPROVED By Jaime Guillen at 11:22 am, Mar 14, 2023
--------------------------------------------------------

DEPT. Approval: 

APPROVED Ric Johnson, PE 03/14/2023 11:27:27 AM
----------------------------------------------------

Contractor Name: VANCE BROTHERS, INC.

Bid Number: 23-011

Subcontractor Company Name: \_\_\_\_\_

Subcontractor To: \_\_\_\_\_

Certified Payroll Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

MWVBE Goals Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2 : \_\_\_\_\_

Certified (Check One): MBE \_\_\_ WBE \_\_\_ VBE \_\_\_ N/A \_\_\_ Certifying Agency (If Applicable): \_\_\_\_\_

PERCENTAGE of Contract Awarded: \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_

Union Status: \_\_\_\_\_ Estimated Start Date: \_\_\_\_\_

Scope(s) of work to be performed:

CRO Approval: \_\_\_\_\_ DEPT. Approval: \_\_\_\_\_

Subcontractor Company Name: \_\_\_\_\_

Subcontractor To: \_\_\_\_\_

Certified Payroll Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

MWVBE Goals Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2 : \_\_\_\_\_

Certified (Check One): MBE \_\_\_ WBE \_\_\_ VBE \_\_\_ N/A \_\_\_ Certifying Agency (If Applicable): \_\_\_\_\_

PERCENTAGE of Contract Awarded: \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_

Union Status: \_\_\_\_\_ Estimated Start Date: \_\_\_\_\_

Scope(s) of work to be performed:

CRO Approval: \_\_\_\_\_ DEPT. Approval: \_\_\_\_\_



ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

List of Intended Subcontractors:

Respondent acknowledges that it is responsible for submitting a List of Intended Subcontractors (LIS) prior to receiving a contract award as a result of its response to the above ITB/RFP/RFQ. This affidavit in conjunction with the LIS constitutes the Contractor's Utilization Plan (CUP), which sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract. The CUP is contractually binding and any changes to either document must follow a modification process as described below.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a Good Faith Effort Form if it will be unable to meet the participation goals. A Good Faith Effort Form documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. Simply stating that goals cannot be met is not considered sufficient.

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a Contractor Modification Form must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

\*\*\*Contact the Compliance Review Office for assistance or to request forms.\*\*\*

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact (Print) : Robert A. Vance

Title: Sr. Vice President Email: asewell@vancebrothers.com

Date: 3/7/23 Phone: 816-923-4325

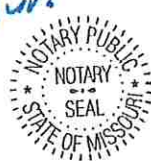
Signature: [Handwritten Signature] Date: 3/7/23

NOTARIZED:

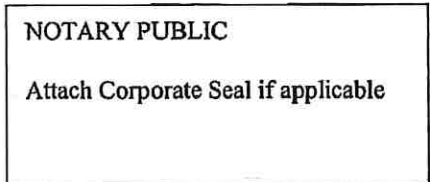
Subscribed and sworn to before me this 7th day of March, 2023.

My Commission Expires: June 2, 2023

[Handwritten Signature]



JENNIFER SEGURA My Commission Expires June 2, 2023 Jackson County Commission #15635891



Harry S. Truman, Presiding Judge 1927-1934



VANCE BROTHERS INC (816) 923-4325

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## JACKSON COUNTY Public Works Department

Jackson County Technology Center  
303 West Walnut Street  
Independence, Missouri 64050  
jacksongov.org

(816) 881-4530  
Fax: (816) 881-4448

March 14, 2023

Mr. Arthur Sewell  
Vance Brothers, Inc.  
5201 Brighton  
Kansas City, MO 64130

Subject: Bid Submittal Adjustment  
2023 Pavement Maintenance Program – Surface Treatments  
County Project 3273; County Bid No. 23-011

Dear Mr. Sewell:

Our staff has reviewed your bid submittal for the above referenced project and will be submitting a Request for Legislative Action (RLA) to award the contract to Vance Brothers, Inc. with two modifications. Your bid exceeded our budget (\$470,400.00). Therefore, the County will be exercising Item 6.0 Public Works Information and Forms, 6.2 Bid Quantities which says, "The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds." The changes required will be as follows:

1. Reduce Line Item 2: Fog Seal from 69,010 square yards to 62,696 square yards.
2. Reduce Line Item 10: Force Account from \$17,000.00 to \$960.81.

These changes will reduce the contract to \$470,400.00. If your company accepts these changes, please acknowledge below and return to me to submit with the RLA. If you have any questions, please feel free to call me at (816) 881-4499.


Sincerely,  
**JACKSON COUNTY PUBLIC WORKS**

**Eric L. Johnson**

Digitally signed by Eric L. Johnson  
DN: C=US, E=eljohnson@jacksongov.org, O=Jackson  
County Public Works, OU=Engineering Division,  
CN=Eric L. Johnson  
Reason: I am approving this document  
Date: 2023.03.14 15:15:50-05'00'

Ric Johnson, PE  
Senior Project Manager, Civil Engineer III

Acceptance and Acknowledgement of the Bid Changes:  
**VANCE BROTHERS, INC.**

  
Authorized Representative

**Robert A. Vance**  
Sr. Vice President

*Frank White, Jr., County Executive*

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# BID FORM

Jackson County, Missouri Invitation to Bid No. 23-0111  
Public Works Department – Engineering Division – Project No. 3273



## BID FOR 2023 PAVEMENT MAINTENANCE PROGRAM SURFACE TREATMENTS

Item	Description	Quantity	Units	Unit Price	Total Price
1	Scrub Sealing	87,711	SY	2.60	228,048.60
2	Fog Sealing	69,010	SY	1.26	86,952.60
3	Crack Sealing	20,771	Lbs	5.49	114,032.79
4	4" Solid White Edge Line (Paint)	90,708	LF	0.32	29,026.56
5	4" Solid Double Yellow Centerline (Paint)	29,999	LF	0.32	9,599.68
6	4" Dashed Yellow and 4" Solid Yellow Centerline (Paint)	3,630	LF	0.32	1,161.60
7	4" Dashed Yellow Centerline (Paint)	8,185	LF	0.32	2,619.20
8	4" White Dashed Lane Line (Paint)	16,440	LF	0.32	5,260.80
9	24" White Stop Bar (Paint)	44	LF	15.75	693.00
10	Force Account	1	FA	\$17,000.00	\$17,000.00
<b>Total Bid for Project =</b>					<b>\$494,394.83</b>



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Vance Brothers, Inc.

5201 Brighton Avenue P O Box 300107, Kansas City, MO 64130-0107

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Jackson County MO

415 East 12th Street, Kansas City, MO 64106

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

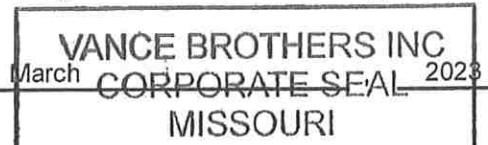
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2023 Pavement Maintenance Program - Surface Treatments Bid No.

23-011, Project Number 3273

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 7th day of March



Arthur Sewell  
Arthur Sewell  
Asst. Secretary  
(Witness)

Vance Brothers, Inc. (Principal)  
By: Robert A. Vance  
Sr. Vice President  
(Title)  
VANCE BROTHERS INC (816) 923-4325 (Seal)

C. LaVonne Engeman  
(Witness)



Liberty Mutual Insurance Company (Surety) (Seal)  
By: C. LaVonne Engeman  
Attorney-in-Fact C. LaVonne Engeman (Title)

Surety Phone No. 617-357-9500

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty Mutual.**

**SURETY**

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint C. L. Llewellyn of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: Jackson County MO

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



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

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

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7<sup>th</sup> day of March, 2023.



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

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## EQUIPMENT QUESTIONNAIRE

The undersigned hereby represents that they propose to perform the work in the following manner and with the following equipment:

a. The work, if awarded, will have the personal supervision of whom?

Perry Dummitt

b. List below the equipment that will be used or is available for use on this contract.

Quantity Item	Description, Size, Capacity, etc.	Condition	Years of Service	Present Location
1	Etnyre Chip Spreader	Good	10	KC, MO
1	Kenworth/Mack Distributor	Good	6	KC, MO
3-5	Kenworth/Mack/Volvo/International	Good	9-12	KC, MO
	Material Trucks			
2	Hypac Rollers	Good	9-12	KC, MO
1	Broce Mechanical Broom	Good	9-12	KC, MO
1	Kenworth/Sterling Distributor	Good	9	KC, MO
1	Buffalo Turbine Blower	Good	4	KC, MO
2	Dodge Pickup Trucks	Good	4	KC, MO
1	Crafco Rubber Pot	Good	6	KC, MO
1	Two Ton Sterling Truck	Good	11	KC, MO
1	Water Tank	Good	3	KC, MO

Attach additional sheets if required.

## LIST OF CONTRACTS ON HAND

Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete
I-29 Atchison County	Chip Seal / MODOT	\$ 2,211,791.53	6/22	∅
Various routes NW District MODOT	Scrub Seal / MODOT	\$ 6,114,984.85	6/22	∅
Various Routes NW District MODOT	Scrub Seal / MODOT	\$ 3,958,716.64	6/22	∅
K-28 Osage County, KS	Chip Seal / KS DOT	\$ 564,155.43	7/22	∅
K-130 Lyons County, KS	Scrub Seal / KS DOT	\$ 188,523.10	7/22	∅
Highland, KS	Crack Seal : Scrub Seal / City of Highland	\$ 121,647.98	6/22	90%
K-31 Coffee County, KS	Scrub : Chip Seal / KS DOT	\$ 365,626.55	9/22	∅
K-31 Anderson County, KS	Chip Seal / KS DOT	\$ 1,199,745.00	9/22	∅
Route 0 Moniteau County, MO	Chip Seal / MODOT	\$ 404,297.48	10/22	∅
Overland Park, KS	Chip Seal / City of Overland Park	\$ 3,258,992.50	1/23	∅
Overland Park, KS	Chip Seal / Overland Park	\$ 3,394,636.62	1/23	∅
Kansas City, MO	Crack Seal / City of KC, MO	\$ 1,227,050.00	3/22	30%
Topeka, KS	Crack Seal / City of Topeka, KS	\$ 709,081.00	10/22	5%
Bel Aire, KS	Scrub Seal / City of Bel Aire, KS	\$ 378,459.68	10/22	∅

Attach additional sheets as required

# 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

VANCE BROTHERS, INC.

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. 23-011, and

WHEREAS, the Contractor, in response to the Invitation to Bid, has submitted to the County, in the manner and at the time specified, a sealed bid on Bonfire, 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.

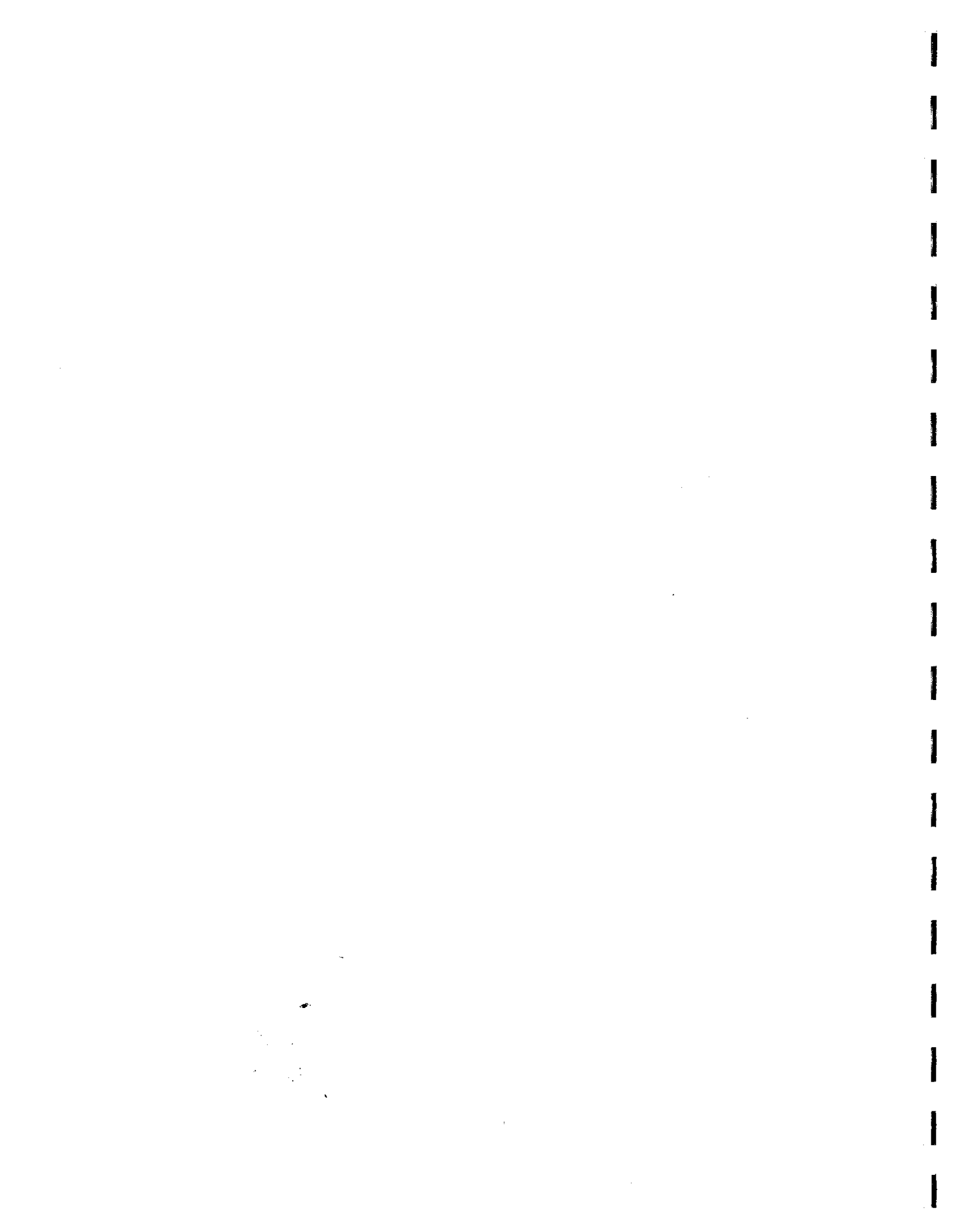
NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the County for itself and its successors, and the Contractor for itself, and its, or their successors and assigns,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

FOUR HUNDRED SEVENTY THOUSAND, FOUR HUNDRED Dollars

(\$ 470,400) 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.



CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 21212  
of March 27, 2023, 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.

Recommend by:



\_\_\_\_\_  
Brian D. Gaddie, P.E.  
Director of Public Works

4.26.23

\_\_\_\_\_  
Date



\_\_\_\_\_  
Frank White, Jr.  
County Executive

5.15.2023

\_\_\_\_\_  
Date

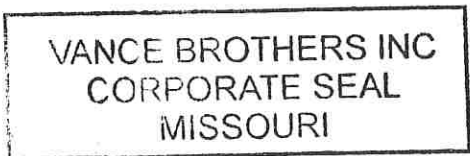
Approved to form this 17<sup>th</sup> day of May, 2023.



\_\_\_\_\_  
County Counselor


Attest:   
\_\_\_\_\_  
Clerk of the Legislature

**VANCE BROTHERS, INC.**



VANCE BROTHERS INC (816) 923-4325

Affix Corporate Seal

By:   
\_\_\_\_\_  
Robert A. Vance, Sr.  
Vice President

Attest:   
\_\_\_\_\_  
Arthur Sewell  
Assistant Secretary



*[Handwritten signature]*

*[Handwritten signature]*

WANDA  
C/O  
1981  
47



4/10/2023

Jackson County, Missouri  
415 East 12<sup>th</sup> Street  
Kansas City, MO 64106

<b>RE:</b>	<b>Contractor:</b>	Vance Brothers, Inc.
	<b>Bond No:</b>	674219916
	<b>Contract Price:</b>	<b>\$470,400</b>
	<b>Project:</b>	2023 Pavement Maintenance Prog - Surface Treatments ITB No. 23-011, Project Number 3273

Enclosed please find Five (5) originals of the Performance Bonds, and Powers of Attorney issued in conjunction with the referenced. The Bonds and accompanying Powers of Attorney are "undated" because the Contract has not yet been dated.

This letter serves as your authority to insert the appropriate dates once the contracts have been executed. Please note the date of the bonds and powers of attorney must be **on or after** the date of the contract in order for the bonds to become effective. The bond is not valid if it is dated prior to the contract date.

Once the bonds have been signed and dated, please let me know the contract date so that I can mark my records and advise the surety underwriter.

Sincerely,  
LIBERTY MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink that reads "C. LaVonne Engeman".

C. LaVonne Engeman  
Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty Mutual.**

**SURETY**

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint C. LaVonne Engeman of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: Jackson County MO

Surety Bond Number: 674219916 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2023.



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





## PERFORMANCE BOND

Bond No. 674219916

Project Number JCPW Project No. 3273

Project Title: 2023 Pavement Maintenance Program Surface Treatments

KNOW ALL MEN BY THESE PRESENTS: That

VANCE BROTHERS, INC., as PRINCIPAL (CONTRACTOR), and

Liberty Mutual Insurance Company, (SURETY), licensed to do business as such

in the State of MA, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Jackson County, Missouri, a constitutionally home rule chartered governmental organization, (COUNTY), as Obligee, in the penal sum of

FOUR HUNDRED SEVENTY THOUSAND, FOUR HUNDRED Dollars and 00 cents

(\$ 470,400.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered a Contract with COUNTY

for 2023 Pavement Maintenance Program Surface Treatments which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless COUNTY from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.



IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_ day of \_\_\_\_\_, 2023.

**CONTRACTOR**

Name, address and facsimile number of Contractor  
Vance Brothers, Inc.

5201 Brighton Avenue P O Box 300107  
Kansas City, MO 64130-0107

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

VANCE BROTHERS INC  
CORPORATE SEAL  
MISSOURI

VANCE BROTHERS INC (816) 923-4325

(Attach corporate seal if applicable)

By: *[Signature]*

Title: *Vice President*

**SURETY**

Name, address and facsimile number of Surety:

Liberty Mutual Insurance Company

175 Berkeley Street  
Boston, MA 02116

Phone No. 617-357-9500

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: *C. LaVonne Engeman*

Title: C. LaVonne Engeman, Attorney-in-Fact

Date: \_\_\_\_\_

(Attach seal and Power of Attorney)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty Mutual.**

**SURETY**

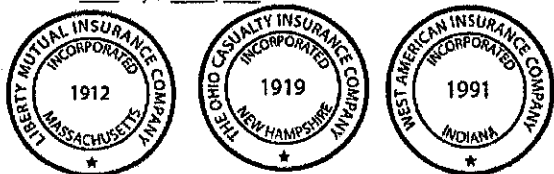
Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint C. LeVonne Enceman of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.  
Obligee Name: Jackson County MO  
Surety Bond Number: 674219916 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 12<sup>th</sup> day of March, 2021.



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

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

STATE OF PENNSYLVANIA      §§  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5.** Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



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





## PERFORMANCE BOND

Project Number JCPW Project No. 3273

Project Title: 2023 Pavement Maintenance Program Surface Treatments

KNOW ALL MEN BY THESE PRESENTS: That

VANCE BROTHERS, INC., as PRINCIPAL (CONTRACTOR), and

\_\_\_\_\_, (SURETY), licensed to do business as such

in the State of \_\_\_\_\_, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Jackson County, Missouri, a constitutionally home rule chartered governmental organization, (COUNTY), as Obligee, in the penal sum of

FOUR HUNDRED SEVENTY THOUSAND, FOUR HUNDRED Dollars and 00 cents

(\$ 470,400.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

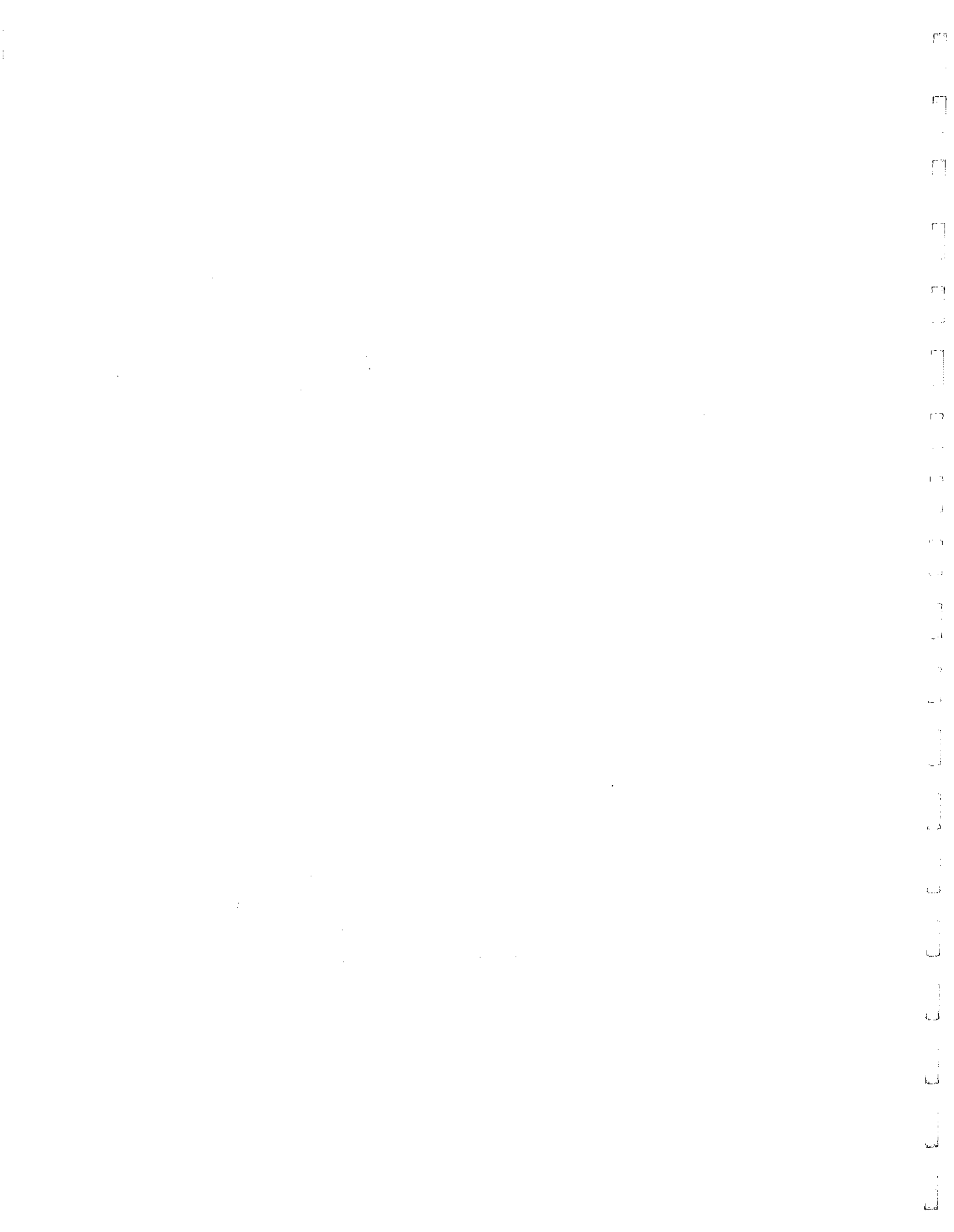
WHEREAS,

CONTRACTOR has entered a Contract with COUNTY

for 2023 Pavement Maintenance Program Surface Treatments which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless COUNTY from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.



IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_ day of \_\_\_\_\_, 2023.

**CONTRACTOR**

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

Date: \_\_\_\_\_

(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

\$ 470,400.00, which is hereby authorized.

5-15-2023

  
Director Manager, Division of Finance  
PC 150623003 000 ML

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
1506	58040	\$470,400

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: \_\_\_\_\_

## 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





# 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

\$ 470,400.00, which is hereby authorized.

\_\_\_\_\_  
Manager, Division of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: \_\_\_\_\_

## 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



# OSHA TEN HOUR TRAINING

Missouri Law, Section 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 (laborer, 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 as 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 Section 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 contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under Section 292.675, RSMo.

The undersigned Bidder hereby certifies:

## OSHA 10 CARD CERTIFICATION

The undersigned Bidder hereby certifies and acknowledges receipt of OSHA 10 Card(s) as the contractor and for the subcontractor(s) of this project. Copies of the card(s) shall be provided to Jackson County, Missouri to be reviewed by the Compliance Review Officer.



Authorized Signature of Bidder











Vance Brothers, Inc.

Company Name











4/11/23

Date



 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Dustin Adams</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Hunter Bradley</p> <p>Training Completion Date: February 7, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Nathan Leach</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Kyle Prince</p> <p>Training Completion Date: February 7, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: James Russell</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Clint Lewis</p> <p>Training Completion Date: February 7, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Randal McKee</p> <p>Training Completion Date: March 29, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name:</p> <p>Training Completion Date:</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name:</p> <p>Training Completion Date:</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name:</p> <p>Training Completion Date:</p>



 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Jimmy Ashby</p> <p>Training Completion Date: February 15, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Tanner Slette</p> <p>Training Completion Date: February 15, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Vanessa Clark</p> <p>Training Completion Date: February 15, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Larry Starks</p> <p>Training Completion Date: February 15, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Danny McConnell</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: David Margita</p> <p>Training Completion Date: February 7, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Sean Hargrove</p> <p>Training Completion Date: February 15, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: David Holloway</p> <p>Training Completion Date: February 27, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Charles Moore</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Raymond Putt</p> <p>Training Completion Date: February 15, 2023</p>







This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.

Employee Name: Kevin Roe

Training Completion Date: February 14, 2023













This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.

Employee Name: Timothy Lane

Training Completion Date: March 1, 2023





 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Peyton Brown</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Arnoldo Luna</p> <p>Training Completion Date: February 7, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: James Harker</p> <p>Training Completion Date: February 15, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Noah McIntire</p> <p>Training Completion Date: March 16, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Kiyshon Nelson</p> <p>Training Completion Date: March 14, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: James Schutjer</p> <p>Training Completion Date: February 7, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Marcus President</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Will Steinbock</p> <p>Training Completion Date: February 7, 2023</p>
 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name: Terry Abraham</p> <p>Training Completion Date: February 7, 2023</p>	 <p>This card certifies that the following employee has completed Vance Brothers, Inc. training which has been accepted as compliant with the State of Missouri's 292.675 RSMO for work on public works projects.</p> <p>Employee Name:</p> <p>Training Completion Date:</p>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2023

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> HUB International Mid-America 9200 Ward Parkway Suite 500 Kansas City MO 64114	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C, No. Ext):</b> 816-708-4600	<b>FAX (A/C, No):</b> 816-203-4425
<b>E-MAIL ADDRESS:</b> HUB-KC.Certificates@HUBInternational.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Company of America		25674
<b>INSURER B:</b> Missouri Employers Mutual Insurance Company		10191
<b>INSURER C:</b> The Phoenix Insurance Company		25623
<b>INSURER D:</b> Argonaut Insurance Company		19801
<b>INSURER E:</b> The Travelers Indemnity Company of America		25666
<b>INSURER F:</b> Previsor Insurance Co.		

**COVERAGES** CERTIFICATE NUMBER: 56700628 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-9M212947-PHX-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		810-9M352747-23-26	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-9M422902-23-26	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B F D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MEG 1021086-15 PRV 3000040-04 WC928948285514	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Project No. 3273, Pavement Maintenance Program – Surface Treatments; Jackson County Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority are Additional Insured as respects the General, Auto and Umbrella Liability policies. 30 day cancellation notice to the certificate holder, 10 days for non-payment when required by written contract.

<b>CERTIFICATE HOLDER</b>  Jackson County Public Works Department 303 W. Walnut Street Independence MO 64050	<b>CANCELLATION</b>  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 
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