

R. 20685

Contract Documents and Specifications

for

**Windsor Drive, 101st Street, and
Stonehaus Drive Repairs**

**County Project No. 3245
Bid No. PW 06-2021
March 19, 2021**

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

Director of Public Works – Brian Gaddie, PE
Chief Engineer – Earl Newill, PE
Project Manager – Eric Johnson, PE

FILED

JUN 21 2021

MARY JO SPINO
COUNTY CLERK



BRUSH CREEK PARTNERS

benefits • risk management • personal lines • retirement

520 West Penway, Suite LL
Kansas City, MO 64108

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

DATE: May 27, 2021

To: Jackson County, Missouri

Contractor: Superior Bowen Asphalt Company, LLC

**Project: Bond # 107443377
Windsor Drive, 101st Street & Stonehaus Drive Repairs**

Dear Sir or Madam:

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

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

Travelers Casualty and Surety Company of America



Stephen Bowen, Attorney-in-Fact

phone: (816)523-2323
fax: (816)523-2225

ESTABLISHED 1820

JACKSON COUNTY

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MISSOURI



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BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

**JACKSON COUNTY, MISSOURI
WINDSOR DRIVE, 101ST STREET, AND STONEHAUS DRIVE REPAIRS
COUNTY PROJECT NUMBER 3245 – COUNTY BID NUMBER PW 06-2021**

Bid documents will be available on March 23, 2021, for the **WINDSOR DRIVE, 101ST STREET, AND STONEHAUS DRIVE REPAIRS**. All sealed proposal bids must be submitted to the office of the Director of Public Works, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050, prior to 2:00 P.M. on April 6, 2021. Sealed proposals will be opened on April 6, 2021 at 2:05 P.M. at that same address.

Project Location: Windsor Subdivisions begin at the intersection of Windsor Drive and NE Colbern Road in Unincorporated Jackson County, MO.

Proposed Work: The Contractor shall furnish all materials, equipment, tools and labor required to remove and replace concrete curb and gutter, install crack seal, install blanket drains, roadway reconstruction, cold milling, and pavement overlay, including all other incidental work in the Contract Documents as defined herein.

Any Bidder, who has special needs addressed by the Americans with Disabilities Act, should notify the Project Manager at the number listed below, or through the Missouri Relay System. Jackson County hereby notifies all Bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, gender or national origin, in consideration for an award. Furthermore, a 9.5 % MBE (Minority Business Enterprise, 11.7 % WBE (Women Business Enterprise), and 9.5 % VBE (Veterans Business Enterprise) goals as established by the Compliance Review Office (CRO) are part of this contract. Contractor shall comply with all requirements of Jackson County Ordinance No. 5123. 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 sealed Proposals and Bid must be made on the forms provided in the contract documents. Each Proposal must include: 1) the completed bidding documents; 2) a cashier's check drawn on an acceptable bank, or an acceptable bidder's bond, in an amount not less than five (5) percent of the total amount of the bid (all surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register); and, 3) a completed **COMPLIANCE REVIEW FORM** with current (issued within the last 12 months) Jackson County Certificate of Compliance attached. Failure to complete this report or attach a current certificate as outlined above may result in the rejection of the bid. For information contact the Compliance Review Officer at (816) 881-3302.

Specifications, and other proposed Contract documents may be secured from the Engineering Division, 303 West Walnut Street, Independence, Missouri 64050, during regular business hours 7:30 a.m. to 4:00 p.m. A fee of **\$20.00** will be required for each set of contract documents. Fees are not refundable. For an additional \$15.00 fee, plans can be mailed. Checks, if used for payments of deposits, shall be made in favor of the Manager, of Finance.

Bidders may also view and print contract documents for free on line at <http://www.jacksongov.org/322/Bids-RFPs-RFQs>. This website contains a link to the Public Purchase, a web-based e-Procurement service for posting and receiving Public Works related bids. Any bidder using on-line documents must check the website periodically for Notice of Addendums or call the Project Manager at the number listed below.

The successful Bidder, as a condition of the award of this contract must have a surety company which (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's 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.

**WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS**

**COUNTY PROJECT 3245
COUNTY BID NO. PW 06-2021**

The project will be awarded to the lowest, responsive, responsible bidder.

Please contact Ric Johnson, PE (Senior Project Manager)(816-881-4499) if you have any questions.

INSTRUCTIONS TO BIDDERS

1. **PROPOSALS**: Each Proposal shall be legibly printed in ink or typed on the form provided with this bound copy of the Contract documents. No alterations in Proposal, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to verify any alteration. No alteration in the Proposal, or in the form, on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the Contract documents, properly signed by the Bidder, shall accompany the Proposal at the time of submittal. Each Proposal shall be sealed in an envelope. The envelope shall be marked on the outside with the words **"FOR BIDDING PURPOSES – WINDSOR DRIVE, 101ST STREET, AND STONEHAUS DRIVE REPAIRS (Project Number: 3245)"**.
2. **NO PRE BID SITE MEETING**: This project will not have a Pre-Bid meeting. Prospective bidders are encouraged to view the existing conditions.
3. **BIDDER QUESTIONS / ADDENDA**: All questions shall be submitted in writing with the final submittal accepted at 5:00 PM on Thursday, April 1, 2021. Answers to questions will be provided via addenda issued by 5:00 PM on Friday, April 2, 2021, if required.
4. **STATE SALES TAX EXEMPTION**: Jackson County is an exempt entity under 144.062, Revised Statutes of Missouri, and will issue the contractor and subcontractors an exemption certificate. Bidders are instructed not to include sales tax in their prices.
5. **PROPOSAL GUARANTEE**: Each Proposal shall be accompanied by a cashier's check drawn on an acceptable bank or an acceptable bidder's bond, in an amount not less than five percent (5%) of the total amount of the bid. **Bids received without a Bid Guarantee or a Bid Bond will not be considered.**

The successful Bidder, as a condition of the award of this contract must have a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current with United States Department of the Treasury list as a surety whose bonds are acceptable to the United States Government. See the following website: http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm to the Department of the Treasury's Listing of the Certified Companies for Surety Bonds as part of the Financial Management Service, a Bureau of the United States Department of the Treasury.

The Proposal Guarantee shall be made payable without condition to Jackson County, Missouri, hereinafter referred to as Owner. The Proposal Guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the Proposal is accepted and a Contract based thereon is awarded and the bidder should fail to enter into a Contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

6. **RETURN OF PROPOSAL GUARANTEE**: The Proposal Guarantee deposit of each unsuccessful bidder will be returned upon request, when their Proposal is rejected. Similarly, the Proposal Guarantee deposit of the Bidder, to whom a Contract is awarded, will be returned when they execute a Contract and file a satisfactory performance bond. The Proposal deposit of the second lowest responsible bidder may be retained for a period not to exceed ninety (90) days, pending the execution of the contract and bond by the successful Bidder.

7. **WITHDRAWAL OF BID**: No bidder may withdraw their Proposal for ninety (90) days after the date and hour set for the opening. A bidder may withdraw their Proposal any time prior to expiration of the period during which Proposals may be submitted by a written request signed in the same manner and by the same person who signed the Proposal.
8. **ACCEPTANCE AND REJECTION OF BIDS**: The Owner reserves the right to reject all bids. Unless all bids are rejected for good cause, award shall be to the lowest, responsive, responsible bidder. Bids received after the specified time of closing will be returned unopened.
9. **SIGNATURE OF BIDDERS**: Each Bidder shall sign their Proposal using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative(s). Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixed to their signature the word "president", "secretary", "agent", or other designation without disclosing their principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.
10. **INTERPRETATION OF CONTRACT DOCUMENTS**: If any person who contemplated submitting a bid is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract documents, they may submit to the engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed Contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of Contract documents from the Director of Public Works. The County will not be responsible for any other explanations or interpretations of the proposed Contract documents.
11. **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 the bidder's proposal. There will be no subsequent financial adjustment for lack of such prior information.
12. **INSURANCE**: Throughout the life of the contract, the contractor will be required to carry the types and amounts of insurance named in the General Conditions paragraph GC-33.
13. **PAYMENTS**: The Owner shall make payment to the Contractor in accordance with Section 34.057, RSMo. For items unspecified by Section 34.057, RSMo, payments shall be made in accordance with the Technical Specifications and Special Conditions of this Contract.
14. **TIME OF COMPLETION**: The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the Owner of their ability to complete the work within the allowable time set forth in the Proposal. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions relative to delays, extensions of time, and liquidated damages.

15. **QUALIFICATIONS OF BIDDERS:** The Director of Public Works reserves the right to inspect and approve the bidder's equipment before the award of contract. Both the prime contractor and all potential subcontractors must comply with all Affirmative Action provisions of this contract. The Contractor's attention is directed to General Conditions paragraph GC-37 regarding subcontractors and to the Affirmative Action sheets given in the bid documents. The contractor shall identify all potential subcontractors on or before the bid opening, whether or not they eventually requests that they be approved, on this Affirmative Action sheet.
16. **MINORITY & WOMEN BUSINESS ENTERPRISE UTILIZATION:** Contractor shall comply with all requirements of Jackson County Ordinance No. 4636. Contractor shall ensure that it and its subcontractors collectively meet both the MBE and WBE 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.
17. **TAXES AND PERMITS:** Attention is directed to the requirements of the **TAX CLEARANCE FORM** regarding payment of taxes.
18. **PERFORMANCE BOND:** Each Bidder to whom a contract is awarded will be required to furnish a performance bond to the Owner in an amount equal to one hundred percent (100%) of the Contract Price. All surety performance and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register as surety companies acceptable on federal bonds. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-face to bind the surety company and certified to include the date of the bond.
19. **BID SUBMITTAL:** The bidder's attention is called to the packet, marked "FOR BIDDING PURPOSES", which is included with the bound copy. All necessary forms for bid submittal are found therein. **USE THE PACKET FORMS FOR SUBMITTING BIDS** instead of the proposal forms bound with the Specifications.
20. **COPIES OF PLANS AND SPECIFICATIONS:** Copies of the plans and specifications for use in preparing bids may be obtained from the Jackson County Public Works Department, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050. A fee of **\$20.00** shall be required for each set of contract documents. Fees will not be refunded. Checks are to be made in favor of Manager, of Finance, Jackson County, Missouri.
21. **BUSINESS EXPECTANCY:** The lowest bidder shall not be considered as having received business expectancy merely because of submitting the lowest bid. Business expectancy does not exist until the contract is awarded by the Jackson County Legislature.
22. **RETAINAGE:** The Bidder's attention is directed to the Special Conditions paragraphs SC-17 and SC-18).
23. **WAGE LAW:** The Contractor shall comply with all requirements of the prevailing wage law of Jackson County, Missouri Chapter 19 Prevailing Wage Compliance Program, including the latest amendments thereto.
24. **ADDITIONAL INFORMATION:** The County, in its sole discretion, may request additional information from any or all bidders.

PROPOSAL
Jackson County, Missouri

**TO THE JACKSON COUNTY LEGISLATURE
KANSAS CITY, MISSOURI**

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, General and Special Conditions, appendix, other proposed Contract documents, and all addenda thereto; and being acquainted with and fully understanding; (a) the extent and character of the work covered by this Proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) the location, character, and condition of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations both surface and underground, which may affect or be affected by the proposed work; (d) the nature, extent and type of excavations to be made, character and general conditions of materials to be excavated; (e) the necessary handling and re-handling of excavated materials, including construction of fills and embankments; (f) the location and extent of necessary or probable de-watering requirements; (g) the difficulties and hazards to the work which might be caused by storm and flood-water; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSED, furnish all required materials, supplies, equipment, tools, and plant, to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated as required by, and in accordance with the contract documents and the plans, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda thereto) for and in consideration of the prices included in this proposal.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) calendar days after acceptance of the Proposal, and further agrees to complete the entire work covered in the contract award within **75 WORKING DAYS** from the Notice to Proceed.

Each Proposal submitted must be accompanied by a cashier's check or Proposal Guarantee bond in a minimum amount of five (5%) percent of the total amount of the bid. Checks shall be made in favor of Manager, Division of Finance, Jackson County, Missouri. Upon failure or refusal of the successful bidder to execute and deliver the contract and bond required within ten (10) days after they have been notified of the award of the Contract to them, as liquidated damages for such failure or refusal, the Owner may recover the full amount of the bond or in the event a cashier's check is furnished, an amount not-to-exceed five (5%) percent of the total amount of the bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids, or to accept or reject any portion of any bid, and it is understood that this bid may not be withdrawn during a period of ninety (90) days after the scheduled time for the receipt of bids.

PROPOSAL (cont.)

The undersigned bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that they have not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that they have not sought by collusion to obtain for themselves any advantage over any other bidder or over the owner.

ADDENDA CERTIFICATION

The undersigned acknowledges receipt of addenda through and including numbers 1, 2 & 3, and that the bid submitted is in accordance with information, instructions and stipulations set forth thereby.



Authorized Signature of Bidder

Superior Bowen Asphalt Co., LLC

Company Name

4/13/21

Date

BID FORM



Jackson County, Missouri
Public Works Department – Engineering Division

**PROPOSAL FOR
WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS**
County Project No. 3245, Bid No. PW 06-2021

Item	Description	Units	Quantity	Unit Price	Extension
1	Mobilization	LS	1	\$103,000.00	\$103,000.00
2	Unclassified Excavation	CY	6,668	\$15.75	\$105,021.00
3	Pavement and Curb Removal	CY	5,049	\$12.95	\$65,384.55
4	Remove and Replace Unsuitable Material	CY	710	\$46.20	\$32,802.00
5	Blanket Drains	Each	26	\$4,950.00	\$128,700.00
6	Subgrade Compaction (In Place)(6")	SY	22,937	\$1.50	\$34,405.50
7	Triaxial Geogrid	SY	22,937	\$3.05	\$69,957.85
8	Compacted Aggregate Base (MoDOT Type 5)(9")(Pugged)	CY	6,739	\$39.15	\$263,831.85
9	Concrete Curb & Gutter (Type CG-2)	LF	4,853	\$41.85	\$203,098.50
10	Asphaltic Concrete Base (APWA RC Type 1-01)(5")	Tons	6,453	\$54.10	\$349,107.30
11	Cold Milling (2")	SY	36,130	\$0.75	\$27,097.50
12	Crack Sealing (Hot Mastic)	LF	4,850	\$1.70	\$8,245.00
13	Asphaltic Concrete Surface (APWA RC Type 5-01)(2")	Tons	6,215	\$57.10	\$354,876.50
14	Inlet Protection	Each	16	\$210.00	\$3,360.00
15	Biodegradable Log (12")	LF	500	\$6.00	\$3,000.00
16	Traffic Control	LS	1	\$5,500.00	\$5,500.00
17	Force Account (Asphalt Index Adjustment)	FA	1	\$20,000.00	\$20,000.00
16	Force Account	FA	1	\$80,000.00	\$80,000.00
Total Amount Bid for Project =					\$1,857,387.10

WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS

COUNTY PROJECT 3245
COUNTY BID NO. PW 06-2021

One million eight hundred fifty seven thousand three hundred eighty seven dollars and ten cents

Total Amount of Bid for Project (Typed or Written)

Superior Bowen Asphalt Co., LLC

Firm Name

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

WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS

COUNTY PROJECT 3245
COUNTY BID NO. PW 06-2021

BID BOND



Project Number 3245, Bid No.06-2021

Project Title Windsor Drive, 101st Street, and Stonehaus Drive Repairs

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS: That Superior Bowen Asphalt Company, LLC of

Kansas City, Missouri, as Principal, and Travelers Casualty and Surety Company of America as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto JACKSON COUNTY, MISSOURI, a constitutionally home rule chartered governmental organization, as Obligee, in the sum of

Five Percent of the Amount Bid Dollars (\$ 5%),
lawful money of the United States.

WHEREAS, Principal is herewith submitting its Bid to enter into a contract with Jackson County for the above referenced project,

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

Signed, sealed and delivered this 13th day of April, 2021.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Superior Bowen Asphalt Company, LLC
520 W. Pennway, Suite #300
Kansas City, Missouri 64108
816.921.8251

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephen Bowen** of **Kansas City, Kansas** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

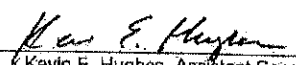
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of April, 2021




Kevin E. Hughes, Assistant Secretary

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

PROPOSAL (continued)

ACKNOWLEDGEMENT

STATE OF Missouri)
COUNTY OF Jackson) ss.

Mathew Bowen

Printed Name of Authorized Person with Bidding Entity

being duly sworn, deposes and says that they are

Vice President

(Title of Person Signing)

, with

Superior Bowen Asphalt Co., LLC

(Name of Bidding Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Mathew Bowen

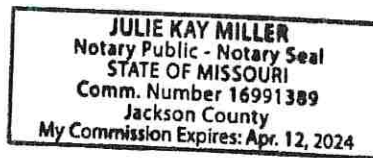
(Signature of Authorized Person with Bidding Entity)

4/13/21

Date

Sworn to before me this 13th day of April, 2021.

Julie Kay Miller
Notary Public



My commission expires 4/12/2024

PROPOSAL (continued)

ANTI-COLLUSION STATEMENT

STATE OF Missouri)
COUNTY OF Jackson) ss.

Mathew Bowen

(Printed Name of Authorized Person with Bidding Entity)

being duly sworn, deposes and says that they are

Vice President

(Title of Person Signing)

, with

Superior Bowen Asphalt Co., LLC

(Name of Bidding Organization)

and that all statements made and facts set out in the proposal for the above project are true and correct, and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise competitive bidding in connection with such bid or any contract which may result from its acceptance.

Mathew Bowen

(Signature of Authorized Person with Bidding Entity)

4/13/21

Date

Affiliate further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

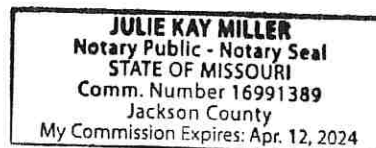
By _____

By _____

Sworn to before me this 13th day of April, 2021.

Julie Kay Miller
Notary Public

My commission expires 4/12/2024



AFFIDAVIT

Comes now _____ Mathew Bowen, Vice President _____ of the
Printed Name of Affiant

Superior Bowen Asphalt Co., LLC
Name of Bidding Entity

and upon their oath states that in connection with the bid for

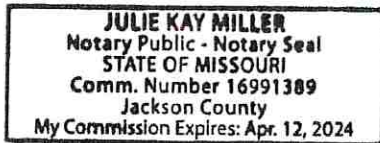
Windsor Drive, 101st Street, and Stonehaus Drive Repairs
Name of Project Being Bid Upon

that they have neither promised or paid any money in connection with the securing of this contract, and that no proceeds from the construction of the said project have been promised or will be paid to any individual or corporation. This affidavit is not construed to include payments for actual labor or materials furnished.

Further, Affiant sayeth naught.

Signature of Affiant

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,
this 13th day of April, 2021.



Julie Kay Miller
Notary Public

My commission expires 4/12/2024

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is require for each business entity)

STATE OF Missouri)
COUNTY OF Jackson) ss

On the 13th day of April, 2021, before me appeared Mathew Bowen
(Affiant name)

personally know to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated as required by Section 285.530, RSMo, to enter into any contract agreement with the County to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the Vice President of Superior Bowen Asphalt Co., LLC
(Title) (Business Name)

and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by Jackson County, Missouri. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jackson County, Missouri, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.525, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employee or continue to employ any unauthorized alien to work within the State of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and under duress.

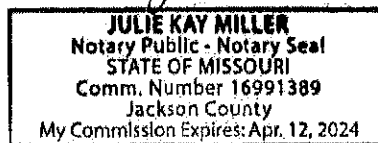
Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri, this

13th day of April, 2021.

My Commission Expires

4/12/2024

Julie Kay Miller
Notary Public



TAX CLEARANCE

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.

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 Purchasing Manager shall cause a search to be made of the County tax rolls to determine the eligibility of that person, firm, or corporation under this section.

When the lowest responsible bidder is ineligible under this section, the Purchasing Manager may 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, the Purchasing Manager shall proceed as though the lowest responsible bidder who is eligible under this section had entered the lowest bid.

WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS

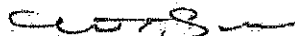
COUNTY PROJECT 3245
COUNTY BID NO. PW 06-2021

Clerk of the Legislature
Jackson County Courthouse
306 West Kansas Avenue
Independence, Missouri 64050

Gentlemen:

I do hereby certify that year 2019 Personal Property and/or Merchants and Manufacturers Tax for State, County, School and other purposes have been paid in the amount of

\$ 361,195.73. I further certify that assessment returns as required by law for year 2020 were filed on behalf of the undersigned, including therein a full, accurate and complete listing of all tangible personal property, subject to assessment in Jackson County, Missouri.



Authorized Signature of Bidder Mathew Bowen

Vice President

Title

For: Superior Bowen Asphalt Co., LLC

Company Name

520 W. Pennway St., Suite 300

Street Address

Kansas City, Missouri 64108

City, State & Zip

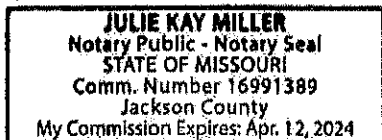
816-921-8200

Telephone #

Federal I.D. # 42-1861896

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,

this 13th day of April, 2021.



Julie Kay Miller
Notary Public

My commission expires 4/12/2024.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor's attention is directed to Chapter 296, Section 296.010 to Section 296.070, Inclusive, Revised Statutes of Missouri, "Discriminatory Employment Practices," including the latest amendments thereto, and to the Jackson County Ordinances, adopted by Ordinance Nos. 11, 479, and 1068, which provide in part, as follows:

"All contracts for labor services, supplies, and construction wherein Jackson County is a party, whether negotiated or formally advertised, shall contain a nondiscrimination in employment clause which shall provide that the Contractor in the performance of the contract will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Actions of the contractor 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 comply in all respects with all statutory provisions and the County Ordinances.

LIST OF INTENDED SUBCONTRACTORS

Bidder Name: Superior Bowen Asphalt Co., LLC

Will subcontractors be used to complete the work? Yes No

If yes, complete this form and submit it with your bid.

Subcontractor No. _____

Name: Tenoch Construction, Inc

Address: 912 Scott Ave

City & Zip Code: Kansas City, Kansas 66105

Telephone No: 913-671-7706

Fax No: 913-671-7307

Description of work to be performed (include Bid Item Number, and Bid Item):

Bid Item 9, Concrete Curb & Gutter (Type CG-2)

Dollar Amount	\$ 176,452.00
--------------------------	----------------------

Subcontractor No. _____

Name: McConnell & Associates

Address: 1225 Iron

City & Zip Code: North Kansas City, MO 64116

Telephone No: 816-842-6066

Fax No: 816-842-1838

Description of work to be performed (include Bid Item Number, and Bid Item):

Bid Item 12, Crack Sealing (Hot Mastic)

Dollar Amount	\$ 7,275.00
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(List of Subcontractors Continued)

Subcontractor No. _____

Name: Traffic Zone Services, Inc.

Address: 626 N. 47th St.

City & Zip Code: Kansas City, Kansas 66102

Telephone No: 913-428-2575

Fax No: 913-428-2575

Description of work to be performed (include Bid Item Number, and Bid Item):

Bid Item 16, Traffic Control

Dollar	\$ 4,670.00
Amount	

Subcontractor No. _____

Name: _____

Address: _____

City & Zip Code: _____

Telephone No: _____

Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Dollar	\$
Amount	



CERTIFICATE OF COMPLIANCE

OFFICE OF COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 East 12th Street, 2nd Floor
Kansas City, Missouri 64106
(816) 881-3302

CERTIFICATE OF COMPLIANCE NOTICE:

Effective September 21, 2020 all vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by Jackson County Compliance Review Office.

Certificates of Compliance will be required to be submitted with any bid response on September 21, 2020 or after. Failure to comply with this requirement may result in the REJECTION of a bid.

Vendors may complete a
Certificate of Compliance Application by visiting
www.jacomocompliance.com

A Certificate of Compliance will certify that vendors meet the following requirements:

1. Are duly listed and assessed on the tax rolls of Jackson County and are not delinquent in the payment of any taxes due to the County, or do not have on December 31st of the previous year any property subject to taxation by Jackson County.
2. Attest and agree to Chapter 6 of the Jackson County Code which prohibits discriminatory practices and promotes Equal Employment Opportunity by contractors doing business with Jackson County.

Certificate of Compliance Application must be submitted five (5) business days prior to a bid response deadline to allow sufficient time to process. A Certificate of Compliance is not guaranteed if this timeline is not met.

QUESTIONS? Email compliance@jacksongovorg

Jackson County Missouri Certificate of Compliance



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

Superior Bowen Asphalt Company
520 W Pennway St 200
Kansas City, MO 64108
2020 Certificate: 20210316VC98


Issued:2021-03-16

Expires:2021-12-31

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

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

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



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

CONTRACTOR UTILIZATION PLAN
CONTRACTOR UTILIZATION PLAN

Bid Number: PW xx-2021
Bid Title: County Project Name
Contracting Department: Public Works Department (Engineering Division)

Bidder: Superior Bowen Asphalt Co., LLC

I, Mathew Bowen, 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 Invitation to Bid and the MBE/WBE/VBE Program and is given on behalf of the Bidder listed above. It sets out the Bidder's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the Bid.

The goals set by Jackson County, Missouri are:

9.5 %MBE 11.5 %WBE 9.5 %VBE

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

9.5 %MBE 11.5 %WBE 0.0 %VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named Bid. Bidder maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications

INTERNAL USE ONLY	
CUP RECEIVED: _____	CUP APPROVED: _____
GFW RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

MBE SUBCONTRACTORS

A.	MBE Firm:	Tenoch Construction, Inc	INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:	912 Scott Ave	
	Address line 2-including County:	KCK 66105 - Wyandotte Co	
	Telephone Number:	913-671-7706	
	President/Owner:	Sonya Segura Ulrich	
	Email Address:	sonya@tenochcontstruction.com	
	Certifying Agency:	KCMO, MoDOT	
	Expiration Date of Certification:	7/26/21	
	Scopes of Work Utilized:	Concrete Curb & Gutter	
	Percentage of Contract Awarded:	9.5%	

B.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

TOTAL MBE VALUE:		\$ 176,452.00
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*** Add Additional Pages as Necessary ***

WBE SUBCONTRACTORS

A.	WBE Firm:	Petro Logistics, LLC	INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:	910 S. Kirkwood Rd #120	
	Address line 2-Including County:	Kirkwood, MO 63122, St. Louis Co.	
	Telephone Number:	314-895-9499	
	President/Owner:	Lianne Reizer	
	Email Address:	lianne@petrologistics.com	
	Certifying Agency:	State of MO:	
	Expiration Date of Certification:	7/19/22	
	Scopes of Work Utilized:	Trucking & Petroleum Products Merchant	
	Percentage of Contract Awarded:	8.57%	

B.	WBE Firm:	Clymore Trucking Co, Inc.	INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:	530 S. 291 Hwy	
	Address line 2-Including County:	Independence, MO 64056, Jackson Co	
	Telephone Number:	816-796-0691	
	President/Owner:	Debra Clymore	
	Email Address:	debbie@clymoretrucking.com	
	Certifying Agency:	City of Kansas City	
	Expiration Date of Certification:	6/25/21	
	Scopes of Work Utilized:	Trucking, Dirt, Aggregate & Asphalt	
	Percentage of Contract Awarded:	2.93%	

C.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-Including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

TOTAL WBE VALUE:		\$ 213,600.00
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*** Add Additional Pages as Necessary ***

VBE SUBCONTRACTORS

A.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-Including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

B.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-Including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-Including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

TOTAL VBE VALUE:		\$
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*** Add Additional Pages as Necessary ***

ACKNOWLEDGEMENT

Bidder 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.

Good Faith Effort: Bidder 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 Bidder 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.**

Contract 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 (816-881-3302) for assistance or to request forms. *****

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

Bidder Primary Contact: Mathew Bowen

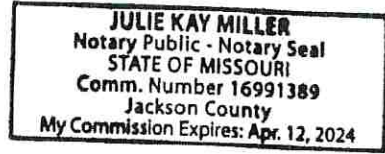
Title: Vice President Email: matt@superiorbowen.com

Date: 4/13/21 Phone: 816-921-8200

Subscribed and sworn to before me this 13th day of April, 2021.

Julie Kay Miller
Notary Public

My Commission Expires: 4/12/2024



(Attach corporate seal if applicable)

For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

OSHA 10 CARD CERTIFICATION

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 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, MO. to be reviewed by the Compliance Review Office.



Authorized Signature of Bidder

Superior Bowen Asphalt Co., LLC

Company Name

4/13/21

Date

THIS SHEET LEFT BLANK INTENTIONALLY.

STATE WAGE RATES

WAGE RATES

General Conditions

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 Jackson County Missouri Chapter 19 Prevailing Wage Compliance Program, including the latest amendments there to. Pursuant to Section 1905.2a, the provisions of the prevailing wage law do not apply to the construction of public works for which the engineer's estimate or the awarded contract cost is \$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 do not apply to any contract that is excluded from the applicability of the Jackson County Missouri Chapter 19 Prevailing Wage Program.

B. **Penalty:** The Contractor shall forfeit as a penalty to the County, One Hundred Dollars (\$100) 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. **Withholding Payment:** 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.

D. **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.

E. **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.

F. **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.

G. 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.

H. 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.

I. 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.

J. 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.

K. Certified Payroll Records: An original copy of certified payroll records shall be emailed weekly to the Compliance Review Office at 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. 3rd Level, or 3rd 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.

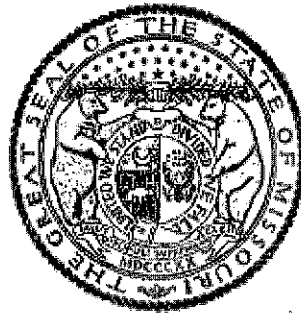
A one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

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.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

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 _____
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$83.82
Boilermaker	*\$33.83
Bricklayer	\$56.71
Carpenter	\$57.23
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$51.50
Plasterer	
Communications Technician	\$57.83
Electrician (Inside Wireman)	\$63.56
Electrician Outside Lineman	\$65.49
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$33.53
Glazier	\$54.70
Ironworker	\$63.98
Laborer	\$45.82
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$51.48
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$57.14
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.72
Plumber	\$69.71
Pipe Fitter	
Roofer	\$53.67
Sheet Metal Worker	\$67.20
Sprinkler Fitter	\$59.86
Truck Driver	\$49.82
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. 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.

Heavy Construction Rates for
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$65.11
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$65.49
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.45
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.12
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$46.50
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. 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.

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.



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
PREVAILING WAGE
PROJECT NOTIFICATION -
CONTRACTOR INFORMATION

New Update

The information below is requested pursuant to Sections 290.210 through 290.340, R.S.Mo.

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project			
4. Estimated Project Cost of Completion (total construction contracts to be awarded) \$			
5. Exact Location of Project		County	City
6. Official Name of Public Body or Agency			
7. Name of Contact Person			8. Phone Number (include area code)
9. Address			
10. Email Address		Website	
11. Contract Award Date	12. Estimated Date of Project Completion	13. Will There Be Any Federal Funds Used in this Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	

14. Contractor Information Notification

General Contractor:

Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

List all Subcontractors:

1. Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

2. Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

3. Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

(Subcontractors continued)

4. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

5. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

6. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

7. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

8. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

9. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: **DIVISION OF LABOR STANDARDS**
Attn: Prevailing Wage Section
P.O. Box 449, Jefferson City, MO 65102-0449
Phone: 573-751-3403 Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS

SUBMIT

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711

PW-2-2 (05-16) AI



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules § CSR 30-3.010 to § CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in § CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of General Wage Order No. _____ issued by the Missouri Division of Labor Standards and applicable to this MoDOT project located in _____ County, Missouri, and completed on the _____ day of _____, 20_____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____,

My commission expires _____.

Notary Public

Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-4-MODOT (03-16) AI

SALES TAX EXEMPTION

Jackson County, Missouri is an exempt entity under Section 144.062, RSMo, and the purchase of tangible personal property and materials to be incorporated into or consumed in the construction of this project, can be made on a tax-exempt basis as provided in that statute.

Jackson County will issue an exemption certificate to the contractor along with the contract. Sales tax paid due to the contractor's or any subcontractor's failure to take advantage of the county's tax exempt status will not be included in the contractor's invoice to the Owner.

Page 44 is the current exemption from the State of Missouri, issued to Jackson County and is included for information only.

Page 45 is the "Missouri Project Exception Certificate" (Form 5060) will be issued to the contractor and subcontractors working on the same project after the contract has been awarded.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

ISSUED TO:

MISSOURI TAX I.D.
NUMBER: 13643347

COUNTY OF JACKSON
415 E 12TH ST RM G-1
KANSAS CITY, MO 64106-2706

EFFECTIVE DATE: 07/11/2002
EXPIRATION DATE: Non-Expiring

YOUR APPLICATION FOR SALES/USE TAX EXEMPT STATUS HAS BEEN APPROVED PURSUANT TO CHAPTER 144.303.1, RSMo. THIS LETTER IS ISSUED AS DOCUMENTATION OF YOUR EXEMPT STATUS.

PURCHASES BY YOUR AGENCY ARE NOT SUBJECT TO SALES OR USE TAX IF WITHIN THE CONDUCT OF YOUR AGENCY'S EXEMPT FUNCTIONS & ACTIVITIES. WHEN PURCHASING WITH THIS EXEMPTION, FURNISH ALL SELLERS OR VENDORS A COPY OF THIS LETTER. THIS EXEMPTION MAY NOT BE USED BY INDIVIDUALS MAKING PERSONAL PURCHASES.

A CONTRACTOR MAY PURCHASE AND PAY FOR CONSTRUCTION MATERIALS EXEMPT FROM SALES TAX WHEN FURFILLING A CONTRACT WITH YOUR AGENCY ONLY IF YOU AGENCY ISSUES A PROJECT EXEMPTION CERTIFICATE AND THE CONTRACTOR MAKES PURCHASES IN COMPLIANCE WITH THE PROVISIONS OF SECTION 144.062, RSMo.

SALES BY YOUR AGENCY ARE SUBJECT TO ALL APPLICABLE STATE AND LOCAL SALES TAXES. IF YOU ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL, YOU MUST OBTAIN A MISSOURI RETAIL SALES LICENSE AND COLLECT AND REMIT SALES TAX.

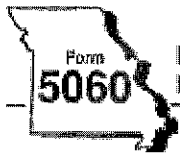
A CONTRACTOR MAY PURCHASE AND PAY FOR CONSTRUCTION MATERIALS EXEMPT FROM SALES TAX WHEN FULFILLING A CONTRACT WITH YOUR GOVERNMENTAL AGENCY ONLY IF YOUR GOVERNMENTAL AGENCY ISSUES A PROJECT EXEMPTION CERTIFICATE AND THE CONTRACTOR MAKES PURCHASES IN COMPLIANCE WITH THE PROVISION OF SECTION 144.062, RSMO.

THIS IS A CONTINUING EXEMPTION SUBJECT TO LEGISLATIVE CHANGES AND REVIEW BY THE DIRECTOR OF REVENUE. IF IT IS DETERMINED THAT YOUR AGENCY CEASES TO QUALIFY AS AN EXEMPT ENTITY, THIS EXEMPTION WILL CEASE TO BE VALID. THIS EXEMPTION IS NOT ASSIGNABLE OR TRANSFERRABLE. IT IS AN EXEMPTION FROM SALES AND USE TAXES ONLY AND IS NOT AN EXEMPTION FROM REAL OR PERSONAL PROPERTY TAX.

ANY ALTERATION TO THIS EXEMPTION LETTER RENDERS IT INVALID.

IF YOU HAVE ANY QUESTIONS REGARDING THE USE OF THIS LETTER, PLEASE CONTACT THE SALES/USE TAX SECTION, MISSOURI DEPARTMENT OF REVENUE, P.O. BOX 3300, JEFFERSON CITY, MO 65105-0840, PHONE 573-751-2836.

Reset Form **Print Form**



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate Jackson County, Missouri		Missouri Tax Exemption Number 1 3 6 4 3 3 4 7		
	Address 415 East 12th Street, Room G-1		City Kansas City	State MO	ZIP Code 64106
	E-mail Address ric.johnson@jacksongov.org				
	Project Number 3245	Project Begin Date (MM/DD/YYYY) / /	Estimated Project End Date (MM/DD/YYYY) 1 2 3 1 2 0 2 1		
	Description of Project The Work includes repairs on residential roads within the Windsor subdivision. Work includes removal and replacement of asphaltic concrete pavement, removal and replacement of concrete curb and gutter, installation of french drains, and crack sealing of existing pavement. County Project No. 3245 (PW 06-2021)				
	Project Location Windsor Drive, 101st Street and Stonehaus Drive		Certificate Expiration Date (MM/DD/YYYY) 1 2 3 1 2 0 2 1		
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.				
	Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity Ric Johnson, PE / Construction Manager	Date (MM/DD/YYYY) / /		

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <u>Section 144.062, RSMo</u> . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.				
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) / /
	Address		City	State	ZIP Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.				
	Name of Purchasing Subcontractor				
	Address		City	State	ZIP Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) / /

Form 5060 (Revised 08-2015)

Taxation Division Phone: (573) 751-2838
P.O. Box 358 Fax: (573) 522-1271
Jefferson City, MO 65105-0358 E-mail: salestaxexemptions@dor.mo.gov



Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.

CONTRACT FORMS

CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into by and between, Jackson County, Missouri, Party of the First Part and hereinafter called the County, and
SUPERIOR BOWEN ASPHALT CO., LLC

a MISSOURI 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 Project: Windsor Drive, 101st Street, and Stonehaus Drive Repairs, County Project #3245.

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

WHEREAS, the County, in the manner prescribed by law, has opened, examined, and canvassed the Proposal 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 Proposal, 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, themselves, and/or their successors and assigns, and its, or their executors and administrators, as follows:

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

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

One Million, Eight Hundred Fifty Seven Thousand, Three Hundred Eighty Seven Dollars and 00 Cents

(\$ 1,857,387.00) 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.

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

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

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

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 20685
of May 24, 2021, these presents to be executed in its behalf by its duly authorized
agent, and the said Party of the Second Part (Contractor) has hereunto set its hand and seal.

Recommended by:



Brian D. Gaddis, P.E.
Director of Public Works

6.8.21

Date



Frank White, Jr.
County Executive

Date

Approved to form this _____ day

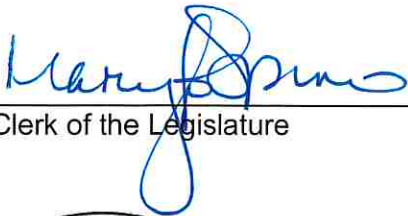


21.



County Counselor

Attest:



Clerk of the Legislature



By:



Second Party (Contractor)

Attest:

PERFORMANCE BOND



Project Number PW 06-2021

Project Title Windsor Drive, 101st Street, and Stonehaus Drive Repairs

KNOW ALL MEN BY THESE PRESENTS: That

Superior Bowen Asphalt Co., LLC, as PRINCIPAL (CONTRACTOR), and

Travelers Casualty and Surety Co of America, (SURETY), licensed to do business as such in the State of Missouri, 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 One Million, Eight Hundred Fifty Seven Thousand, Three Hundred Eighty Seven Dollars and 00 Cents Dollars

(\$ 1,857,387.00) 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 Windsor Drive, 101st Street, and Stonehaus Drive Repairs 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

WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS

COUNTY PROJECT 3245
COUNTY BID NO. PW 06-2021

the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of
_____, 2021.

CONTRACTOR

Name, address and facsimile number of Contractor

Superior Bowen Asphalt Co., LLC

520 W. Pennway St., Suite 300

Kansas City, Missouri 64108

816-921-8251

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

By: 

Title: Vice President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Travelers Casualty and Surety Co of America

One Tower Square

Hartford, CT 06183

860-277-5722

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

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

By: Stephen Bowen

Title: Attorney-in-Fact

Date: _____

(Attach seal and Power of Attorney)

WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS

COUNTY PROJECT 3245
COUNTY BID NO. PW 06-2021
Bond #107443377



MAINTENANCE BOND

Project Number: PW 06-2021

Project Title: Windsor Drive, 101st Street, and Stonehaus Drive Repairs

KNOW ALL MEN BY THESE PRESENTS, that we,

Superior Bowen Asphalt Company, LLC

Legal Name of Contracting Firm

of Kansas City, Missouri

City and State

hereinafter referred to as "Contractor," and

Travelers Casualty and Surety Company of America

Name of Surety

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

One Million Eight Hundred Fifty Seven Thousand Three Hundred Seven and 00/100 Dollars (\$ 1,857,307.00)

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

WHEREAS, on the _____ day of _____, _____, the Contractor
entered into a written contract with the County for the conditions of this obligation are such that if, during
a maintenance period of one (1) year from the date of acceptance of the contracted work, the Principal
upon receiving written notice of a need for repairs which are directly attributable to defective materials or
workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from
the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force
and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefore, there
shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred
by the County in successfully enforcing such obligation, all to be taxed as costs and included in any
judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the
terms of this agreement or to the work to be performed there under or the specifications accompanying
the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the agreement or to the work or to the
specifications.

WINDSOR DRIVE, 101ST STREET, AND
STONEHAUS DRIVE REPAIRS

COUNTY PROJECT 3245
COUNTY BID NO. PW 06-2021

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

Kansas City, Missouri

on the _____ day of _____, 2021.

Superior Bowen Asphalt Company, LLC (SEAL)
Contractor

By: 

Travelers Casualty and Surety Company of America
Surety Company

By: 
Attorney-in-Fact

By: _____
Missouri Agent

(Accompany this bond with attorney-in-fact's authority from the Surety Company certified to include the date of the bond.)

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEPHEN S BOWEN** of **KANSAS CITY Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

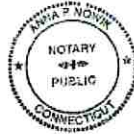
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,



Kevin E. Hughes, Assistant Secretary

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

REVENUE CERTIFICATE

R-20685

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 1,857,387.00, which is hereby authorized.



Manager, Division of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
1507	013-1507-58060	\$1,857,387

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: PC 150721001 000

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 \$ 1,857,387.00, 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

THIS SHEET LEFET BLANK INTENTIONALLY.

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 advertisement, instruction to bidders, proposal, bond form(s), 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-Architect 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 Owner or Engineer-Architect), 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 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. "Owner" 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, their, or their duly authorized agents and other legal representatives.
- d. "Engineer-Architect" or "A-E" shall mean the Director of the Jackson County Public Works Department, or their authorized agent.
- e. "Inspector" shall mean the engineering, architectural or technical inspector or inspectors duly authorized by the Owner or Engineer-Architect, 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 proposal and by the Contractor to the Owner, when and as approved by the Engineer-Architect.
 3. All drawings submitted by the County or Engineer-Architect 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 Owner and Engineer-Architect 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 Owner and Engineer-Architect.

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-4 Verbal Statements Not Binding

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

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 (5) 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 Owner. Two (2) of the copies so signed shall be delivered to the Contractor (one copy for their surety company), and one (1) to the Engineer-Architect. Two (2) copies shall remain with the Owner.

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-Architect. 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-Architect before proceeding with the construction affected by such omissions and discrepancies. It is understood and agreed that the work shall be performed and completed 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-Architect.

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-Architect and shall notify the Engineer-Architect 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-Architect 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-Architect, 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 Owner, 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-Architect for their check and approval, together with the same number of copies of each drawing required by the Engineer-Architect to be revised. On final approval, the Engineer-Architect 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-Architect, 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 Owner. 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-Architect'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-Architect. Said materials; appliances, equipment, etc. can only be used as approved equal after receipt from the Engineer-Architect of written approval thereof. If the Engineer-Architect 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-Architect are their property. They are not to be used on other work, and, with the exception of 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/Architect. The Engineer-Architect 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-Architect perform staking, the Contractor shall furnish without charge, competent men from their force and such tools, stakes, and other materials as the Engineer-Architect 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-Architect 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-Architect and of delay to the Contractor. This paragraph applies to projects for which the Engineer-Architect 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-Architect, 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 Owner.

GC-18 Legal Address of Contractor

Both the business address of the Contractor given in the bid or proposal upon which this contract is founded, and 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 mailbox 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-Architect and to the Owner. 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 Owner or the Owner'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 Owner or the property of the Owner, to other contractors or other employees of the Owner, 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 contract 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 in behalf of the Owner, and workmen who may be employed by the Owner, 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 Owner 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 Owner, in regard to their work shall be adjusted and determined by the Engineer-Architect. 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 Owner 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-Architect 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 men, 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-Architect 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-Architect 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-Architect 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-Architect 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-Architect 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 Owner, 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-Architect 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-Architect, or other representative of the Owner, 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-Architect and the Owner will assume no responsibility therefor.

GC-27 Authority and Duty of the Engineer-Architect

It is mutually agreed by and between the parties to this contract, that the Engineer-Architect 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-Architect 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-Architect 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-Architect 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-Architect as rendered shall be promptly carried out.

GC-28 Inspection

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer-Architect) such architects, engineers, and inspectors as the Owner 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-Architect, 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-Architect, 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 architect, engineer, or inspector, the contractor may make written appeal to the Engineer-Architect for their decision. Architects, engineers, inspectors and other properly authorized representatives of the Owner or Engineer/Architect 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 Owner 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 Owner, whenever so ordered by the Engineer-Architect, without reference to any previous oversight or error in inspection. The Engineer/Architect 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 (FHWA), 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 Owner or any of the owner's officials, employees, or agents, nor any order by the owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer-Architect, nor any extension of time, nor any possession taken by the

Owner or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Owner, 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-Architect 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 they 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 Owner 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-33 Insurance

The Contractor shall procure and maintain in affect throughout this duration of the contract insurance coverage not less than the types and amounts specified in this section. If the nature of the goods and/or services provided by the contractor is such that they may be excluded from the coverage listed below, an addendum shall be made to the contract requesting the coverage and limits required.

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

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 Premise, \$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.

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.

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

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 coverage listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide Jackson County Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract. A Certificate of Insurance shall be filed with the County's Director of Purchasing for review and approval before commencement of work. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. 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. The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverage.

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 Lloyds of London, and are licensed and approved by the State to do business in Missouri.

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 the contractor of any contractual obligation of responsibility. In the event of the Contractor's failure to maintain the required insurance, Jackson County may order work to stop immediately and, upon 10 days written notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

GC-34 Modifications and Alterations

In executing the contract agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner 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-Architect shall determine, on an equitable basis, the amount of:

- a. Credit due the Owner 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-Architect under the authority of the Owner or by the Owner 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-Architect or Owner 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 proposal 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/Architect, when and as so ordered in writing by the Engineer/Architect or Owner. 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 Owner and Contractor in writing, or if such agreement cannot be made, on a force account basis, to be compensated in the following manner:

- a. 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 in behalf of, workmen 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.

- b. 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.
- c. Materials. For materials accepted by the Engineer/Architect 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.
- d. 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-Architect, 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.
- e. 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.
- f. Compensation. The Contractor's representative and the Engineer-Architect shall compare records of the cost of work done as ordered on a force account basis.
- g. Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer-Architect with duplicate itemized statements of the cost of such force account work detailed as follows:
 - 1. Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
 - 2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - 3. Quantities of materials, prices, and extensions.
 - 4. Transportation of materials.
 - 5. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
 - 6. 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 actually 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-Architect 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-Architect, 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-Architect, 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 Architect, 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 Architect 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-Architect 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-Architect.

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-Architect. 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 50 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 Owner 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 Architect shall certify in writing to the Owner 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 Owner may serve written notice upon the Contractor and their surety of said Owner'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 Owner 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 Owner 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 Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion including compensation for additional architectural, engineering, managerial and

administrative expense; and in such event the Owner 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 Owner or Engineer-Architect 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 Owner or Engineer-Architect, 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 Owner or Engineer-Architect 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 Owner or Engineer-Architect, any expense which, in the opinion and judgment of the Engineer-Architect, is caused thereby shall be paid by the Owner 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 Owner and 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 Owner and the Owner'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 Workmen

The Contractor shall employ only workmen, 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-Architect shall notify the Contractor that any man 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 Owner, such man shall be immediately discharged from the work and shall not be reemploy thereon except with the consent of the Engineer-Architect.

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-Architect 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-Architect. The Engineer-Architect, 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-Architect, 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 Owner, 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-Architect 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-Architect, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer-Architect 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 workmen 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 Owner or Engineer-Architect, or of any employee of either, or by any other contractor employed by the Owner, 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 Owner provided, however, that the Contractor shall give the Owner, and the Engineer-Architect, 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 Owner, 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 Owner. The Owner 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 Owner. 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 Owner 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-Architect 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-Architect ordering such removal, the condemned material or structures may be removed by the owner 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 Owner, 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-Architect 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 Owner 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 Owner, 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 Owner 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 Owner, 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 Owner, 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 Owner) 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 Owner from all claims for labor and materials furnished under this contract, or any alterations or modifications thereof, and shall furnish the owner 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 Owner 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 Owner, 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, payment, and maintenance bond 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
- c. 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 proposal and bid, or indicated on the plans, are accurate for the construction shown, and that during the progress of the work the Owner 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 Owner 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-Architect 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-Architect 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-Architect an itemized application for payment, supported to the extent required by the Engineer-Architect 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-Architect may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer-Architect 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-Architect and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer-Architect may direct. This schedule, when approved by the Engineer-Architect 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 Owner's title to such material or otherwise adequately protect the Owner's interest including applicable insurance.
- c. Certification for Payments: On or about the 10th day of the month the Engineer-Architect shall submit payment estimates or certificates of payment to the Owner. After the Owner shall have approved each such estimate, the Owner 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 Owner 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 Owner 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 Owner, to indemnify them against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner 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-Architect. Upon completion of the work the Engineer-Architect 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 Owner.

GC-63 Final Estimate and Payment

After official approval and acceptance of the work by the Owner, the Engineer-Architect 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 Owner within ten (10) days after its preparation has been authorized as aforesaid, and the Owner 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 Owner, 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 Owner 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 Owner 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 Owner 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 Architect-Engineer in writing of their intention to claim such additional compensation before they begin the work on which they base the claim. If such notification is not given or the Architect-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 Architect-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 Architect-Engineer who will present it to the Owner 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.

GC-67 Homeland Security Affidavit

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 County shall only be required to provide the affidavits required in this subsection to the County on an annual basis.

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-1 Scope of Work (GC-1)

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment, and other services necessary to complete the work as described herein.

SC-6 Copies of Contract (GC-6)

Six (6) copies of the contract documents will be prepared by the Owner. 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 Owner. THE DATE OF THE CONTRACT AGREEMENT AND BOND FORMS SHALL BE LEFT BLANK FOR FILLING IN BY THE OWNER.

The Owner 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 Owner prior to the opening of the proposals 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
 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 schedule shall be in a form approved by the Owner 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 schedule shall also show the scheduled percentage complete for the entire contract at monthly intervals.

- c. The Owner will review the proposed progress schedule and may require the Contractor to revise it if, in the Owner'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 Owner 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 schedule progress by fifteen percent or more. A revised schedule shall be submitted to the Owner for their approval within fourteen (14) days of written notification to the Contractor that a revised schedule is required.
- e. The Owner may withhold monthly Progress Payments otherwise due 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 Owner's decision either to withhold or not withhold progress payment shall not waive or release any right the Owner 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 Owner. 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 Owner 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 Owner 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 Owner, allow for construction personnel office activities, and accommodate Project meetings. The office shall be kept clean and orderly.
- d. **Storage and Fabrication Sheds:** None allowed on site. Use interior space as approved by the Owner only as necessary.

SC-20 Responsibility of Contractor (GC-20)

General Conditions GC-20 is modified 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 Owner.

- b. Before the work will be accepted by the Owner, 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. Additionally the Contractor shall install proper signage to warn motorists of loose gravel and oil.
 - 3. All personnel utilized in traffic control shall be fluent in English. Fluency shall be as determined by the Architect-Engineer in the Field Personnel not meeting this requirement shall not be utilized in the work.
 - 4. 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 the course of construction of the project, including safety of all persons and property.

SC-27 Authority and Duty of the Engineer-Architect (GC-27)

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

SC-28 Inspection (GC-28)

- A. This project will be observed by the County personnel.
- B. Contractor shall notify their subcontractors, Owner and all Contractors and subcontractors under the Owner, 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 Owner and/or proper authorities.
- C. Contractor or subcontractor may not put in place any work which will prevent observation and approval of previous work without first notifying the Owner, and/or proper authorities.

SC-29 No Waiver of Rights

(GC-29)

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

any part of the work by the Owner or Engineer-Architect, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Owner, 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-Architect, 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:

- a. A description of both the existing contract requirements for performing the work and the proposed changes.
- b. An itemization of the contract requirements that must be changed if the proposal is adopted.
- c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change.
- d. A statement of the time within which the Engineer-Architect must make a decision thereon.
- e. 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-Architect 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 Owner 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 Owner at the time said proposal is submitted, the Engineer-Architect will not accept such proposal and the Owner 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-Architect 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-Architect, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The Owner reserves the right where they deem such action appropriate to require the Contractor to share in the Owner'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 Owner to deduct amounts payable to the Owner 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 Owner's approval thereof is based if the approval of the Owner 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 (50) percent 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 Owner expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Owner 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 Owner. Subject to the provisions contained herein, the Owner 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-Architect 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 of GC-35 as follows:

- 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-37 Assignment and Subletting of Contract (GC-37)

Add to GC-37 the following requirement.

- A. "No Second-Tier subcontracting will be permitted. It shall be the responsibility of the Contractor to ensure that their subcontractors do not in turn subcontract any portion of the work."
- B. Assigning, transferring or subletting, even though consented to, shall not relieve the Contractor of their liabilities under their contract. The Contractor shall give their personal attention to any and all portions of the contract which has been sublet and they shall be responsible for its proper construction.
- C. 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.

SC-39 Suspension of Works 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-Architect 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 Engineer-Architect, 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-Architect 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 Workmen (GC-43)

Add the following to GC-43:

Workman 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:

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 Proposal 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 the year."

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.

2021 List of Jackson County, Missouri Holidays

Friday, May 7	Truman's Birthday (Observed)
Monday, May 31	Memorial Day
Monday, July 5	Independence Day (Observed)
Monday, September 6	Labor Day

- b. The Contractor will need to coordinate with the Owner 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 a.m. to 4:30 p.m.
- c. Weekend work schedule(s) shall be coordinated and approved with the Owner prior to any construction.
- d. The Contractor shall take, at no additional cost to the Owner, 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 Owner, the Engineer-Architect, the Contractor and their subcontractors, and the will attend this conference, and the striping contractor that is to accomplish the permanent striping, if applicable, as well as representatives of any other affected agencies which the Owner 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 Owner 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</u>
		<u>Assessment</u>
\$ 25,001	\$ 50,000	\$ 475
\$ 50,001	\$ 100,000	\$ 500
\$ 100,001	\$ 500,000	\$ 700
\$ 500,001	\$ 1,000,000	\$ 950
\$ 1,000,001	\$ 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 owner 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 Contractor or their subcontractors or any other contractors as described herein. Contractor shall allow fifteen (15) days in Engineer-Architect's office for reviewing original submittals and fifteen (15) days in Engineer-Architect's office for reviewing re-submittals. However, Engineer-Architect will make every effort to promptly review such submittals and transmit comments to Contractor.
- c. The Prime Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.
- d. Submit certificates for the any aggregate materials used.
- e. Submit mix designs for each asphalt material used.

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 Owner, 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 Owner.

SC-58 Payment, Performance, and Maintenance Bonds (GC-58)

Delete the first paragraph of GC-58 and replace it with the following:

- a. PERFORMANCE AND PAYMENT BOND: The performance and payment bond 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 coverage's 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.
- b. MAINTENANCE BOND: The Contractor's attention is called to paragraph "c" of GC-58, which requires a one-year (1-year) maintenance bond. Contractor shall submit a Maintenance Bond to Jackson County Public Works (JCPW) upon the Final Acceptance by the Owner. The Final Acceptance Letter from JCPW Engineering staff member will be certified mailed to the Contractor. The Final Completion Date stated on the Final Acceptance Letter will be the start date of the Maintenance Bond. The Contractor is required to use this date on the Maintenance Bond.

SC-59 Estimated Quantities (GC-59)

Add the following to bottom 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 proposal. 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 proposal. All such work not specifically set forth in the proposal 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 proposal. On the plans, or in the specifications, certain quantities may be given which do not appear in the proposal. 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:

- a. The method of measurement and basis of payment for each item as listed in the Proposal will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- b. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Proposal and all costs pertaining thereto shall be included in the contract unit prices for related items which are listed in the proposal.
- c. 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.
- d. 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.
- e. 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 Engineer-Architect may deem it necessary to ensure their accuracy. The Contractor shall furnish the Engineer-Architect a waybill for each truckload, signed by the weigh master and truck driver.
- f. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the Engineer-Architect, in order that corrections for overrun or under run may be made when desired.
- g. The Owner 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 proposal.
- h. 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 Engineer-Architect such detailed information as requested to aid him as a guide in the review of the payment application.
- i. The Contractor shall submit payment estimates or certificates of payment to the Owner.

SC-63 Final Estimate and Payment (GC-63)

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

Contractor shall notify the Engineer-Architect 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 Owner's representative, and the Engineer-Architect. 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 Owner, 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 Emergency Provisions and Incident Management

- A. The Contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow, the Contractor shall notify the Sheriff's Department or other emergency agencies immediately as needed. The County shall also be notified when the Contractor requests emergency assistance.
- a. Construction Manager: Ric Johnson (Office: 816-881-4499; Cell: 913-912-0933)
 - b. Construction Inspector: Ben Allen (Cell: 816-769-4910)
 - c. Road & Bridge Assistant Supervisor: Tim Underwood (Office: 816-847-7062; Cell: 816-830-3003)
- B. In addition to the 911 emergency telephone number for ambulance, fire, or police services, the following agencies may also be notified for accident or emergency situation with the project limits.
- a. Sheriff's Department: 816-969-1700 (general number)
 - b. Lee's Summit Police Department: 816-697-2417
 - c. Missouri Highway Patrol, Troop A (Lee's Summit): 816-622-0800
 - d. Prairie Township Fire District: 816-525-4200

This list is not inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency. The Contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the Contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the County on the status of incident management.

- C. No direct pay will be made to the Contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

TS-2 General

- A. Contract Specifications: The detailed specifications, which follow shall govern the materials furnished and work performed in the construction of the work covered by this contract. No attempt has been made in the foregoing designated specifications to segregate work to be performed by any trade, subcontract, or proposal item, under anyone section of the specifications.

Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and their employees and their Subcontractors. The specifications will govern the construction of the entire work, and the provisions thereof shall govern each item and unit of work to which such provisions apply.

- B. Reference Specifications. The project was developed in accordance with the following specifications and are incorporated into the Contract Documents by reference as needed:
- a. Kansas City Chapter of APWA Standard Specifications, current edition.
 - b. Federal Highway Administration, Manual of Uniform Traffic Control Devices (MUTCD).
- C. Applicable Codes and Standards: Where referred to in the Technical Specifications or Plans, portions of organizations' specifications are incorporated into the Contract. Wherever a part of any standard

specification (ASTM, AASHTO, etc.) is referred to in the Technical Specifications or Plans, the following conditions shall apply unless otherwise provided in the technical specifications or plans:

Only the specifically referred to part of the standard specification shall apply to this Contract. Whenever any provision of a standard specification conflicts with any of the Contract Documents, said Contract Documents shall govern.

- D. Construction Testing: All sampling and testing deemed necessary by the County to determine if materials or methods are in compliance with the specifications shall be performed by a testing laboratory selected by the County. The cost of all such tests showing compliance with the specifications shall be paid by the County unless otherwise noted in the technical specifications. In the event that any test indicates non-compliance with specifications, at least one (1) additional test will be paid for by the Contractor to determine acceptability of material or methods. All documentation verifying compliance shall be submitted to the County for compliance review.
- E. Construction Schedule: Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall indicate the sequence of the work and also the time of starting and completing each part. The schedule shall be submitted to the County for their approval.
- F. Unfavorable Construction Conditions: During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless by special means or precautions approved by County, the Contractor shall be able to perform the work in a proper and satisfactory manner.
- G. Protection and Maintenance of Public and Private Property: All existing underground utilities shown in the Plans were provided by each utility company. Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this Contract.

Any lines that are broken by the Contractor shall be repaired according to the utility company's standards at the expense of the Contractor. Wherever the work is along existing pavement which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the construction limits shall be replaced in accordance with these specifications.

The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, and other property, caused by them or their subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or place such damaged property to the satisfaction of the owner of such property.

- H. Clearing and Cleaning Up: The Contractor shall do all necessary clearing and demolition work prior to excavation for the proposed construction. The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain same in a neat and orderly condition during the

process of the work to completion. The Contractor shall clean up all dirt from paved surfaces, not allow same to pack on the roadway or create a traffic nuisance.

- I. Resident Notification of Construction Activities: Public notification shall be two (2) weeks prior to any construction activities. This notification shall be accomplished by a letter that is hand delivered or mailed to each address within the construction limits. The letter shall be submitted to the County for approval prior to distribution.

The Contractor must provide a minimum of 48 hours notice to residents prior to any interference with their access to their driveway. **THE CONTRACTOR SHALL MAINTAIN ACCESS TO RESIDENTS AT ALL TIMES.**

TS-3 Utilities

- A. There are no anticipated conflicts with utilities. The water department informed the County that the water service mains that cross the roadway are three feet (3') below the existing grade. Contractor shall use caution excavating near the crossing locations.
- B. The existence and approximate location of the utility facilities known to exist, as shown on the Plans, are based upon the best information available to the County at this time. This information is provided by the County and the County expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the County shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the Contractor to verify the existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.
- C. The Contractor agrees that any effects of the presence of the utilities, their relocation, Contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The Contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay provided Contractor notifies the County in writing of the delay at the time it occurs. The Contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the Contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the Contract.
- D. The Contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The Contractor shall hold and save harmless the County from damages to any utility facilities interruption of service by it or its subcontractors operation.
- E. No direct pay will be made to the Contractor to recover the cost of coordination with the utility companies.
- F. There are several residents that have sump pump discharge points adjacent to the roadway. The County recommends that the Contractor temporarily connect these points to the existing curb inlets to prevent flooding the roadway subgrade during construction.

The County will be sending a letter to the residents to inform them of the upcoming roadway reconstruction activities. The letter will also request that the residents adjust their lawn sprinkler

systems to reduce the volume of water to prevent runoff flowing into the roadway subgrade.

TS-4 Protection of Property

- A. The Contractor shall protect existing public and private property from damage by construction operations.
 - a. Confine all work, equipment, and personnel within the limits of the project right-of-way and easements shown on the Plans.
 - b. Take all precautions required to preserve and protect all existing trees, shrubs, landscaping, mailboxes, entryway structures, and other improvements located within the project right-of-way and easements, except those items designated to be removed.
 - c. Where fences are to be breached on private property, the property owners shall be contacted and arrangements made to ensure proper protection of any property and livestock exposed to the open condition.
 - d. Before acceptance of the Work by County, Contractor shall replace or repair all existing improvements damaged by their operations.
 - e. All property pins removed or displaced shall be reset to its original location by a licensed Surveyor registered in the State of Missouri.
- B. No separate payment will be made for the protection of property. All costs pertaining to this item shall be included in the contract prices of other items

TS-5 Job Site Administration

- A. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the County and other contractors in every way possible.
- B. The Contractor shall have on the work site at all times, as their agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the County. The superintendent shall have full authority to execute orders or directions of the County without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished regardless of the quantity of work sublet.
- C. No separate payment will be made for job site administration. All costs pertaining thereto shall be included in the contract prices for other items.

TS-6 Preconstruction Meeting

- A. Prior to starting work, a preconstruction 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 Contractor, and their subcontractors, utility representatives, as well as representatives of any other affected agencies that the City may wish to invite. The Contractor shall bring to the conference a tentative schedule of construction progress, shop drawing submittals and other required submittals and certifications.

- B. The County will schedule a Preconstruction Conference at location to be determined, no later than 20 days after the effective date of the Agreement and prior to commencement of construction activities. The County will conduct the meeting to review responsibilities and personnel assignments.

Attendees will include representatives from the County, the Contractor, subcontractors, manufacturers, suppliers, utility companies, and other concerned parties familiar with and authorized to conclude matters relating to the Work.

The agenda will review items of significance that could affect progress, including topics such as the following:

- a. Introduction of attendees.
 - b. Distribution of Contract Documents.
 - c. Designation of responsible personnel.
 - d. Tentative construction schedule, including critical work sequencing.
 - e. Coordination with County.
 - f. Submittal of certified payrolls, wage interviews, and compliance with minority participation.
 - g. Procedures for processing field decisions and change orders.
 - h. Submittal of shop drawings and product data.
 - i. Procedures for processing Applications for Payment.
 - j. Preparation of record documents by the Contractor.
 - k. Use of the premises (right-of-way and easements).
 - l. Working hours and holidays.
- C. No separate payment will be made for the preparation or maintenance of the construction schedule. All costs pertaining to this item shall be included in the contract prices of other items.

TS-7 Submittals

- A. General: The Contractor is required to provide documentation for the performance of the Work. These submittals are divided into administrative and procedural categories. They include, but are limited to the following:
- a. Administrative Submittals
 1. Permits
 2. Applications for payment
 3. Performance and maintenance bonds
 4. Insurance certificates
 5. List of approved subcontractors
 6. M/W/VBE compliance
 7. Certified payrolls (Contractor and subcontractors)
 - b. Procedural Submittals
 1. Contractor's project schedule
 2. Shop drawings
 3. Product data certifications
- B. Submittal Procedures:
- a. Coordinate preparation and processing of submittals with performance or construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

- Coordinate each submittal with fabrication, purchasing, testing of submittals for related activities that require sequential activity.
- Coordinate transmittal of difference types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
- The County reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- b. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
1. Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The County will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 3. Allow two (2) weeks for reprocessing each submittal.
 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.
- c. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. The transmittal form should have the following information. Submittals received from sources other than the Contractor will be returned without action.
1. Project name
 2. Project number
 3. Date
 4. Name and address of contractor
 5. Name and address of subcontractor (if needed)
 6. Name and address of supplier/manufacturer
 6. Number and title of appropriate specification section
 7. Drawing number and detail reference
- C. Shop Drawings: Submit newly prepared information drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered a Shop Drawing. The Contractor shall not use any Shop Drawing without an appropriate final stamp indicating action taken in connection with construction.
- a. Shop Drawings include fabrication and installation drawings, layout drawings for reinforcing steel, falsework/forms, schedules, patterns, templates, and similar drawings. Include the following information:
1. Dimensions
 2. Identification of products and materials included
 3. Compliance with specified standards
 4. Notation of coordination requirements

5. Notation of dimensions established by field measurement
 - b. Sheet Size: except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 22" x 34".
 - c. Quantity Requirements: Except as otherwise specified, transmit six (6) copies all manufacturer's or fabricator's Shop Drawings to the County. Three (3) copies will be returned to Contractor.
 - d. Construction Record Drawings: One (1) copy to the County.
- D. Product Data: Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
- a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 1. Manufacturer's printed recommendations
 2. Compliance with recognized testing agency standards
 3. Application of testing agency labels and seals
 4. Notation of dimensions verified by field measurement
 5. Notation of coordination requirements
 - b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - c. Quantity Requirements: Except as otherwise specified, transmit six (6) copies all submittals of product data to the County. Three (3) copies will be returned to Contractor.
 - d. Distribution: Furnish copies of final submittal to installers, Subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 1. Do not proceed with installation until an approved copy of the applicable Product Data is in the installer's possession.
 2. Do not permit use of unmarked copies of Product Data in connection with construction.
- E. County's Action: Except for submittals for record, information, or similar purposes where action and return is required or requested, the County will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
- a. Action Stamp: The County will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 1. Approved: Where submittals are marked "Approved", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

2. **Approved As Noted:** When submittals are marked "Approved as Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. **Revise and Resubmit:** When submittals are marked "Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 4. **Rejected:** When submittals are marked "Rejected", do not proceed with that part of the Work covered by the submittal. The information provided does not comply with the parameters noted in the Plans. The submittal shall be revised to meet the design requirements and resubmitted to the County for review.
 5. **Not Subject To Review:** When submittals are marked "Not Subject To Review", the information provided is accepted as additional data for the files. No further action is required.
- b. Regardless of how the submittal is stamped, the review and approval neither extends nor alters any contractual obligations of the County of the Contractor.
- F. No separate payment will be made for any of the submittals associated with the completion of the Work. All costs pertaining to these items shall be included in the other contract prices.

TS-8 QUALITY REQUIREMENTS

- A. **General:** The Contractor will be fully responsible for complying with the Technical Specifications, Plans and other Contract Documents and shall obtain such certificates of compliance and have such tests made as will assure full compliance. Copies of such certificates and test reports shall be furnished to the County, prior to payment of pay items.
- a. **Related Sections:**
 1. **General Conditions:** responsibilities of inspection, correction, removal and acceptance
 2. **Supplemental Conditions:** responsibilities of testing
 3. **Technical Specifications:** submittal procedures
 - b. **References:**
 1. **American Society for Testing and Materials (ASTM):** technical standards for the various materials used on the project, including testing procedures
 2. **Federal Highway Administration (FHWA):** specifications and details for traffic control and safety
 3. **American Association of State Highway and Transportation Officials (AASHTO):** guidelines, specifications, and details for roadway safety
 4. **Kansas City Chapter of American Public Works Association (KCAPWA):** standard details, specifications, guidelines, and procedures for roadway and structures
 - c. **Testing Agency:** Prior to start of the Work, the County will identify the testing agency that will be used on the project from their Term & Supply Contract.

- d. Test Reports: After each test inspection two (2) copies of the report to the County to share with the Contractor. The report shall include:
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and time of sampling or inspection
 - 5. Identification of product and specifications section
 - 6. Location in the Project
 - 7. Type of test/inspection
 - 8. Date of test/inspection
 - 9. Results of test/inspection
 - 10. Conformance with Contract Documents
 - e. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor to the County, in quantities specified for Product Data.
 - f. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the County's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - g. Manufacturer's Field Reports: Submit reports for the County's benefit as contract administrator. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- B. Control of Installation:
- a. The Contractor shall notify the County a minimum of 48 hours prior to expected time for operations requiring inspection and laboratory testing services. Such testing, or failure to test, on the part of the County shall in no way relieve the Contractor of complete responsibility for furnishing materials and constructing the Project in accordance with all of the Contract Documents. Testing services arranged and paid by the County.
 - b. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
 - c. Comply with manufacturers' instructions, including each step in sequence. If manufacturer's instructions conflict with Contract Documents, request clarification from the County before proceeding.
 - e. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - f. Have Work performed by persons qualified to produce required and specified quality.
 - g. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer. Once installed, secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
- C. Certificates of Compliance:

- a. The Contractor, prior to payment for the pay items, shall submit, in triplicate, certificate of compliance from manufacturers, producers, fabricators and suppliers of items to be incorporated in the work attesting that all items and materials supplied in connection with the work conform to the requirements of the Specifications, as provided in the various sections of these Contract Documents.
 - b. Whenever the items so certified deviate from the requirements of the Technical Specifications, Plans and other Contract Documents, then the Contractor shall point out such deviation in the letter of transmittal. Unless this procedure is followed and such deviations are specifically approved by the County in writing, then the County's approval of such certifications will not constitute approval of the deviations.
 - c. Said certificates may be accepted by the County as adequate evidence of compliance with the Contract Documents. However, at its option, the County may test any or all of said items for compliance. If found to be in compliance with the Contract Documents, the cost of testing will be borne by the County. If found to be not in compliance, the Contractor shall pay for such testing.
- D. Payment for testing shall be paid by the County in conformance with the Special Conditions. Retesting required because of non-conformance to specified requirements shall be performed by the same testing firm on instructions by the County. The Contractor shall bear all costs from such retesting at no additional cost to the County.

TS-9 Temporary Facilities

- A. Water: Any water required to prepare concrete, mortar, or other construction products shall be from a potable source. Water from a stream, pond, etc. is unacceptable.
- B. Power: All power for lighting, operations of the Contractor's equipment, or for any other use which may be required for proper completion of the Work shall be provided by the Contractor.
- C. Sanitary Facilities: Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

- D. Fences: All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to better condition and to their original location.

- E. Parking: Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, County's operations, or construction activities.

- F. Noise Control: Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

Construction activities, such as excavation, demolition, installation, erection, alteration, or repairs, adjacent to residential areas shall be limited to 7:00 A.M. and 6:00 P.M. on weekdays. In the case of urgent necessity in the interest of public safety, the Contractor may request a letter of permission from the County to extend the time of the construction activities.

- G. Dust Control: Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing.
- H. Pollution Control: Contractor shall prevent the pollution of watercourses by sanitary wastes, sediment, debris, and other substances resulting from the construction activities. No sanitary wastes will be permitted to enter any watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any watercourse.
- I. No separate payment will be made for the installation, maintenance, and removal of any temporary facility needed for the completion of the Work. All costs pertaining to these items shall be included in the other contract prices.

TS-11 Debris Control

- A. During construction, care shall be taken to ensure public safety in the project area. The Contractor shall maintain the project area so that it is free of debris at all times. As each major component of work is completed, excess materials and unnecessary equipment shall be removed from the project area and corresponding backfilling and clean up shall be done promptly.
- B. No separate payment will be made for the debris control. All costs pertaining to this item shall be included in the contract prices of other items.

TS-14 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: Payment for mobilization will be made incrementally. Each partial payment will be 25 percent (25%) of the contract price for mobilization. For purposes of this calculation, the original contract price will be construed as the total dollar value of all contract line items. The partial payments for mobilization will be paid incrementally as follows:
- The first partial payment will be made when five percent (5%) of the original contract amount is earned.
 - The second partial payment will be made when ten (10%) percent of the original contract amount is earned.

- c. The third partial payment will be made when 25 percent (25%) of the original contract amount is earned.
- d. The fourth partial payment will be made when 50 percent (50%) of the original contract amount is earned.

TS-16 Saw Cutting

- A. General: This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to saw cut pavement and curb and gutter as identified on the Plans or as directed by the County.
- B. Construction: Work under this item shall consist of making a sawcut with an approved power driven saw. The joint shall be cut to the depth as to allow for a clean finish for the entire depth of the required cut or the entire depth of the existing pavement or curb and gutter.
- C. Measurement: No measurement will be made for this item.
- D. Payment: The cost of saw cutting shall be **SUBSIDIARY** to the other bid items within the project.

TS-17 Earth Excavation

- A. Description: Earth excavation is defined as the removal of all material not defined as rock.
- B. Construction:
 - a. The Contractor shall adhere to any and all statutes regarding the notification of utilities prior to beginning any work within public right-of-way. The relocation and/or protection of any utility that is shown on the Plans, that lies within a utility easement and is endangered by this construction shall be the responsibility of the Contractor.
 - b. The Contractor shall make every reasonable effort to protect private facilities. These facilities may not be shown on the Plans. When these facilities are disturbed or damaged by the work, the Contractor shall make necessary arrangements for repairs to the facilities for continuous service prior to the close of that work day.
 - c. It shall be the responsibility of the Contractor to protect all property lot corners and control monumentation. Should it be necessary to disturb any such monument, whether stake, pin, bar, disk, box, or other, it remains the responsibility of the Contractor to reference such markers prior to removal, reset them, and file such relocations or monumentation documents as the law may require. Any such references, removal, replacement and certification of monuments shall be performed by a registered licensed surveyor in the State of Missouri. A copy of all such certification documents shall be provided to the County prior to final payment. Any monument destroyed or improperly reset by the Contractor may be replaced by the County to the standards required by law at the expense of the Contractor.
 - e. Any erosion control measures shown on the Plans, the Contractor shall schedule and conduct their operation in such a manner and shall provide any necessary control facilities to protect downstream and adjacent properties from pollution, sedimentation, or erosion caused by the grading operations. Any pollution or damage occurring shall be the responsibility of the Contractor.

- C. Method of Measurement: This work will not be measured for payment. The quantities of unclassified excavation for which payment will be made will be those shown in the contract, provided the project is constructed essentially to the lines and grades shown on the plans.
- D. Basis of Payment: Payment will be made at the contract unit price per cubic yard for the applicable item of Unclassified Excavation.

TS-18 Pavement and Curb Removal

- A. Description: This work shall consist of the removal of existing asphaltic concrete pavement, portland cement concrete pavement, inlet throats, curb, and curb and gutter.
- B. Construction:
 - a. The Contractor shall adhere to any and all statutes regarding the notification of utilities prior to beginning any work within public right-of-way. The relocation and/or protection of any utility that is shown on the Plans, that lies within a utility easement and is endangered by this construction shall be the responsibility of the Contractor.
 - b. The Contractor shall make every reasonable effort to protect private facilities. These facilities may not be shown on the Plans. When these facilities are disturbed or damaged by the work, the Contractor shall make necessary arrangements for repairs to the facilities for continuous service prior to the close of that work day.
 - c. In addition, to any erosion control measures shown on the Plans, the Contractor shall schedule and conduct their operation in such a manner and shall provide any necessary control facilities to protect downstream and adjacent properties from pollution, sedimentation, or erosion caused by the grading operations.
 - d. During construction, the graded area shall be maintained by the Contractor in such condition that it will be well drained at all times. Roadway ditches, channel changes, inlet and outlet ditches and other ditches in connection with the roadway shall be cut and maintained to the required cross section. All drainage work shall be performed in proper sequence with other operations. All ditches and channels shall be kept free of debris or obstructions not identified in the erosion control plan.
- C. Measurement: This work will not be measured for payment. The quantities of pavement and curb removal for which payment will be made will be those shown in the contract, provided the project is constructed essentially to the lines and grades shown on the plans.
- D. Payment: Payment will be made at the contract unit price per cubic yard for the applicable item of Pavement and Curb Removal.

TS-19 Remove and Replace Unsuitable Material

- A. Description: The Work consists of removal and replacement of unsuitable materials encountered during excavation and subgrade treatment for roadways, blanket drains, and curb and gutter. Wet subgrade is **NOT** considered unsuitable material.
- B. Construction:
 - a. Soft, yielding, or otherwise unsatisfactory materials encountered within the limits of the areas to be surfaced with aggregate or concrete shall be removed and disposed of as directed by the

- County. The areas shall be backfilled with suitable earth or granular materials as approved by the County.
- b. The replacement material shall be entirely imperishable with that portion passing the No. 40 Sieve having a liquid limit not exceeding 40 and a plastic index not exceeding 25, when tested in accordance with ASTM D 4318. In addition, the earthen material shall be free of unsuitable material and shall, contain by volume, less than 10 percent rock or gravel having a maximum dimension greater than three inches (3").
 - c. The replacement material shall be compacted to 90% of standard proctor in the same process as compacting the roadway base (earth compaction, in place).
- C. Measurement: "Remove and Replace Unsuitable Material" shall be measured to the nearest cubic yard.
- D. Payment: Payment for "Remove and Replace Unsuitable Material" will be made at the Contract unit price per cubic yard included in the Bid Form which price shall be full compensation for excavation, hauling and disposal, furnishing and placement of backfill materials, and compaction.

TS-20 Blanket Drains

- A. Description: This work shall consist of constructing blanket drains using granular filter material, geotextile fabric, perforated pipe, and connecting to the existing curb inlets as shown on the Plans or directed by the County.
- B. Material:
- a. Pipe:
 - 1. Corrugated polyethylene pipe (PE) shall be heavy duty type and shall meet the requirements of AASHTO M 252. In addition, the tubing shall have a minimum pipe stiffness of 30 psi at 10% deflection.
 - 2. The pipe diameter shall have a nominal minimum diameter of four inches (4") unless shown otherwise on the Plans.
 - 3. The perforation pipe sections shall be approximately circular and cleanly cut; shall have nominal diameters not less than 3/16-inch nor more than 3/8-inch; and shall be arranged in at least two rows parallel to the axis of the pipe.
 - 4. Fittings shall be of the same composition and have the same physical properties as the pipe and shall not restrict flow.
 - b. Geotextile: The non-woven geotextile fabric shall meet the specifications of AASHTO M 288. The synthetic fiber shall consist of a needlepunched, polypropylene fabric. The percent open area shall be not less than 4 percent nor more than 10 percent. The approved filter fabrics are Propex Geotex 601, ADS 601, or approved equal.
 - c. Granular filter material shall be 1/2-inch clean gravel.
- C. Construction:
- a. Prior to installing the blanket drain, the contractor shall compact the top six inches (6") of the soils.

- b. The filter fabric shall be installed per the manufacturer's recommendation to prevent damage. In addition, the fabric shall be lapped a minimum of twelve inches (12") or as directed by the manufacturer.
 - e. The material excavated for the blanket drain is included in the Unclassified Excavation.
 - f. Connection to Existing Curb Inlet:
 - 1. Prepare structure by making an opening with at least two inches (2") clearance all around fitting to be inserted.
 - 2. The concrete structure shall be initially cut with a concrete saw.
 - 3. Opening between pipe and inlet wall shall be filled with a non-shrink grout in such a manner that a watertight condition will result.
- D. Measurement: There will be no measurement for Blanket Drains. The perforated pipe, gravel, filter fabric, and connection to the curb inlet(s) are all part of the unit quantity of "Each" for this construction item.
- E. Payment: Blanket Drains will be paid for at the contract unit price per each.

TS-21 Subgrade Compaction (In Place)

- A. Execution:
- 1. Once the excavation is completed for the placement of the compacted aggregate base, the "in place" top six inches (6") of remaining earthen material shall be scarified and broken up. The moisture content shall be adjusted to achieve the desired compaction required.
 - 2. The subgrade shall be compacted using a mechanical method to achieve a density of 90% of standard proctor.
 - 3. The Contractor shall finish the subgrade surface with a vibratory steel drum roller to develop a smooth surface to create good contact with the proposed triaxial geogrid.
- B. Measurement: Compaction shall be measured per the nearest tenth (0.1) of a square yard.
- C. Payment: Compaction shall be paid for at the contract unit price per square yard.

TS-22 Compacted Aggregate Base

- A. Description: This work shall consist of furnishing and placing a compacted aggregate base (pugged) on a prepared subgrade in accordance with these specifications, and as shown on the Plans or as directed by the County.
- B. Material: MoDOT Type 5 aggregate base shall be crushed stone. Broken concrete is not acceptable. The aggregate shall not contain more than 15 percent deleterious rock and shale. The fraction passing No. 40 sieve shall have a maximum plasticity index of six (6). Any sand, silt and clay and any deleterious rock and shale shall be uniformly distributed throughout the material. The material shall arrive at the project site "pugged". The gradation shall be as follows:

Sieve	Percent by Weight
Passing 1-inch	100
Passing 1/2-inch	60 – 90
Passing No. 4	35 – 60
Passing No. 30	10 – 35
Passing No. 200	0 – 15

- C. Placing: The Contractor shall place base material on the roadbed as shown in the Plans. The maximum compacted thickness of any one layer shall not exceed 6 inches. If the specified compacted depth of the base course exceeds 6 inches, the base shall be constructed in two or more layers of approximately equal thickness.
- D. Shaping and Compacting: Trimmed MoDOT Type 5 aggregate base may not be reused until the material is verified as meeting the required specifications. Base material contaminated to the extent that the material no longer complies with the specifications shall be removed and replaced with satisfactory material at the contractor's expense. MoDOT Type 5 aggregate base shall be compacted to a minimum 95 percent of standard maximum density.
- E. Maintenance: The Contractor shall maintain, at the Contractor's expense, the required density and surface condition of any portion of the completed aggregate base until either the prime coat or a succeeding course or pavement is placed. If a prime coat is specified in the contract, the Contractor will be required to apply the prime coat on any completed portion of the aggregate base as soon as practical, or as otherwise specified. The Contractor will not be permitted to apply prime if the moisture in the top 2 inches of the MoDOT Type 5 aggregate base exceeds the higher of either (1) the average of the optimum moisture as determined by the Standard Compaction Test and the absorption of the plus No. 4 fraction, or (2) two-thirds of the optimum moisture as determined by the Standard Compaction Test.
- F. Method of Measurement: Final measurement of the completed aggregate base course, complete in place, will be made to the nearest tenth of a square yard for the specified thickness.
- G. Basis of Payment: The accepted quantities of Compacted Aggregate Base of the thickness and type specified will be paid for at the contract unit price per square yard. Water required to achieve compaction, maintenance of the surface (prior to paving), and repairs are considered **SUBSIDIARY**.

TS-23 Prime and Tack Coat

- A. Description: This work shall consist of furnishing of all labor, materials and equipment for the application of liquid asphalt to a prepared pavement (concrete, asphaltic concrete), or granular base as shown on the Plans or as directed by the County.
- B. Material: The type and grade of asphalt material to be used as prime or tack coat shall be designated by the plans or as directed by the County. If not specified in the plans, the Contractor shall submit proposed type and grade of asphalt material to the County for review and approval. The liquid asphalt material to be used for surface preparation shall be as listed in the following table:

Material to be Treated	Application Usage	Type of Emulsion or Grade of Cutback	Application Rate (Gal/SY)	Application Temperature (°F)	Cure Time at 70°F (Hours)
Existing Asphalt Surface	Tack	SS-1h CSS-1	0.05 – 0.12	70 – 160	1 – 6
Aggregate Base (w/Fines)	Prime	MC-30 MC-70	0.1 – 0.3	85 – 120	12 – 24

C. Construction:

- a. Pressure Distributor: The distributor shall be so designed, equipped, maintained and operated 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 gallons per square yard. 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 full circulation spray bars adjustable laterally and vertically.
- b. Preparation of Existing Surfaces:
 1. Tack Coats: The existing surface shall be free of dust, loose material, grease or other foreign material at the time the tack is applied. Preparation of the surface is to be performed by the contractor before the tack is applied.
 2. Prime Coats: The surface to be primed shall be shaped to the required grade and cross section, shall be free from ruts, corrugations, segregated material or other irregularities, and shall be uniformly compacted by rolling. The surface shall be firm and slightly damp when primer is applied. Delays in priming may necessitate reprocessing or reshaping to provide a smooth compacted surface.

D. Method of Measurement: There will be no measurement for Prime Coat or Tack Coat.

E. Basis of Payment: The labor, material, mixing, and application of Prime Coat or Tack Coat is **SUBSIDIARY** to Asphaltic Concrete Pavement.

TS-24 Asphaltic Concrete Pavement

- A. Description: This work shall consist of providing a bituminous mixture to be placed on a prepared base or underlying course as shown on the plans or as directed by the County. The County will be responsible for testing to assure the compaction of the material incorporated into the project.
- B. Materials: No material shall be used until it has been approved by the County. All costs associated with material testing, certification and the preparation of trial mixes to determine the job mix formula shall be the responsibility of the Contractor or material supplier. Representative samples of all materials proposed for use under these specifications shall be submitted by the Contractor or the material supplier to a properly certified testing laboratory approved by the County, for testing and the preparation of trial mixes to determine the job-mix formula. The County reserves the right to perform additional testing to verify conformance with the requirements specified herein. These tests will be

performed under the supervision of the County without cost to the Contractor, unless specified otherwise in the Contract Documents.

a. Asphalt: The asphalt cement used in the manufacture of asphalt paving mixtures shall conform to the Performance Graded system. The PG graded material used shall conform to the provincial grade used by the County. The provincial grade is a PG 64-28 but PG 64-22 is commonly used so either is deemed acceptable. The asphalt cement shall conform to ASTM D 6373. Sampling shall be in accordance with ASTM D 140. The Contractor or material supplier shall submit a temperature-viscosity chart showing the recommended mix and compaction temperatures for non-modified asphalts, and shall provide the specific gravity of the asphalt.

b. Aggregate: The quality of aggregates used in Asphaltic Concrete shall conform to the following:

Coarse Aggregate (Retained on the No. 4 Sieve)

LA Abrasion (ASTM C 131)	40% loss (max)
Soundness using Mag. Sulfate (ASTM C 88, 5 cycles).....	18% loss (max)
Soundness using Sodium Sulfate (ASTM C 88, 5 cycles).....	12% loss (max)
Total shale, clay, coal and lignite content (ASTM C 142).....	1.0% by weight (max)

Fine Aggregate (Passing the No. 4 Sieve)

Organic content..... 1% maximum

The parent material of manufactured sand must also meet the requirements for coarse aggregate shown above.

Sampling shall be in accordance with ASTM D 75. Gradation analysis shall be in accordance with Standard Method of Test for Material Finer than No. 200 Sieve in Mineral Aggregates by Washing, ASTM C 117 and Standard Method Test for Sieve Analysis of Fine and Coarse Aggregate, ASTM C 136. All aggregate quality tests must have been run within 12 months of the submission date of a mix design.

C. Mixing and Proportioning:

- a. Asphaltic Concrete Base shall be APWA Type 1-01 (RC).
- b. Asphaltic Concrete Surface shall be APWA Type 5-01 (RC).
- c. Reclaimed Asphalt Pavement (RAS) shall represent no more than 30% of the composition of the pavement types indicated.
- d. Recycled asphalt shingles and recycled tires are not allowed.

D. Construction:

- a. Preparation of the Area to be Paved: The area to be paved shall be true to line and grade, and shall have a properly prepared surface prior to the start of the paving operations. It shall be free from all loose or foreign material.

Where a base is rough or uneven, a leveling course shall be placed and properly compacted before the placing of subsequent courses.

When leveling course is not required, depressions and other irregularities shall be patched or corrected, and the work approved by the Engineer before the paving operation begins.

The area to be paved shall be primed or tacked uniformly in accordance with the provisions of "Prime and Tack Coat".

The surfaces of curbs, gutters, vertical faces of existing pavements and all structures in actual contact with asphalt mixes shall be painted with a thin, complete coating of tack to provide a closely bonded joint.

- b. Weather Limitation: When the moisture of the aggregate in the stockpile or from the dryer interferes with the quality of mix production, or with normal plant operations, the mixing and placing of hot-mix asphalt will not be permitted without the permission of the County. No mixture shall be placed on wet or frozen surface.

Hot mix asphalt paving shall not be mixed or placed when the ambient air or base temperature is below the temperatures shown in the following table, or when there is frost in the subgrade or any other time when weather conditions are unsuitable for the type of material being placed without expressed approval of the County.

<u>Paving Course</u>	<u>Thickness (inches)</u>	<u>Air Temperature (°F)</u>	<u>Road Surface Temperature (°F)</u>
Surface	All	50	55
Base	Less than 3	40	45
Base	3 or more	30	35

All bituminous mixtures shall be delivered to the paver at a temperature sufficient to allow the material to be placed and compacted to the specified density and surface tolerance. Minimum allowable temperature for the asphalt mix to be placed into the paver is 235° F. Regardless of the temperature, final acceptance of the asphalt mat shall be based on density.

- c. Spreading and Finishing: The spreading and finishing of each course shall be to the thickness, cross slope, and width indicated on the plans. The thickness of individual layers shall not exceed the following for the respective type of mixture. The suggested minimum lift thickness shall be three times the nominal maximum size of the mix. Nominal maximum is defined as the first sieve size larger than the sieve which retains at least 10% of the aggregate by weight.

<u>Asphalt Type</u>	<u>Max. Compacted Lift Thickness</u>
Type 1-01 (RC)	5"
Type 5-01 (RC)	2"

- E. Method of Measurement: Final measurement of the completed pavement will be complete in place and will be calculated as follows:

- a. Asphaltic Concrete Base (Type 1-01 (RC)) shall be measured to the nearest 0.1 of a square yard.
- b. Asphaltic Concrete Surface (Type 5-01 (RC)) shall be measured to the nearest 0.1 of a ton.

- F. Basis of Payment: Asphaltic Concrete Pavement for each type, complete in-place will be paid for by the contract unit bid price.

TS-25 Concrete Curb and Gutter

- A. General: This work includes furnishing all labor, materials, and equipment for the construction of curb and gutter as shown on the Plans and in accordance with the standard drawings and specifications.
- B. Materials:
- a. Concrete: The concrete shall conform to the requirements of KCMMB 4k.
 - b. Reinforcing Steel: Epoxy coated bars shall conform to ASTM A 775.
 - c. Isolation Joint Fillers: Isolation joint fillers shall conform to ASTM D 1751, D 1752, or ASTM D 7174.
 - d. Curing Membrane: All material to be used or employed in curing Portland Cement Concrete must be approved by the County prior to its use. It shall be of the liquid membrane type and shall conform to ASTM C 309, Type II, Class B or AASHTO M 148, Type 2, white pigmented.
- C. Construction:
- a. The Contractor shall sawcut neat, clean lines as shown on the Plans and the standard details for the removal of the existing curb and gutter.
 - b. The Contractor shall prepare the subgrade by placing granular fill material to the lines in the standard details. The Contractor has pour additional thickness of concrete in the curb and gutter in lieu of placing the granular material.
 - c. The new concrete curb and gutter may be constructed using forms or a slip-form curb machine.
 - d. Isolation and Contraction Joints shall be installed as per APWA Section 2208.3.
 - e. The concrete curb and gutter shall be broom finished perpendicular to the curb.
 - f. Curing compound shall be sprayed on the curb and gutter per the manufacturer's recommendation.
- D. Measurement: The concrete curb and gutter will be measured per linear foot or tenth part thereof.
- E. Payment: Concrete Curb and Gutter (CG-2) will be paid per the unit bid price.

TS-26 Erosion Control

- A. General: This work includes furnishing, installing, maintaining, and removing temporary erosion and sediment control measures as per the Plans or as directed by the County.
- B. Materials:
- a. Inlet Protection: Biodegradable logs, compost filter socks, synthetic sediment barriers, silt fence, or rock ditch checks shall meet the material requirements given by other items of this

specification. All other material specifications are as shown in the Standard Details or on the plans. Straw wattles are not allowed for curb inlet protection.

- b. Biodegradable Logs (12"): Biodegradable logs are manufactured using a variety of filler materials. For this specification, Class B logs are required. Excelsior wood fibers, coconut fiber (i.e. coir), jute, or other longer-lasting biodegradable materials. Such materials shall be free of deleterious substances, compacted tightly, and shown to have an in-field durability of 6-months or greater.

C. Construction:

- a. Inlet protection units shall be installed at the sump inlets as noted in the Plans. Each inlet shall be protected continuously from initial construction until final stabilization. The ultimate test of acceptability is performance in preventing the migration of sediments through the inlet.
- b. Biodegradable logs shall be located as directed by the County in low points within the project limits that could allow sediment to leave the project site. Individual units shall be installed in accordance with manufacturer's recommendations.

D. Measurement:

- a. The inlet protection units shall be measured as each. The unit shall extend along the throat of the inlet and to the end of the curb transitions.
- b. Biodegradable logs will be measured per linear foot.

E. Payment: Both Inlet Protection and Biodegradable Logs will be paid per the unit price.

TS-27 Temporary Traffic Control

A. General:

- a. Contractor shall take any and all proper precautions to guard against injury to persons or damage to property until final acceptance of the work by the County. These precautions should include, but not be limited to, protection of vehicular and pedestrian traffic from injury or damage due to open excavations by the proper placement of appropriate safety devices. Contractor shall maintain safety devices and their proper placement throughout the needed period. Construction practices should be followed that will eliminate all safety hazards as quickly as possible or practicable.
- b. Contractor shall provide all barricades, cones, drums, construction warning signs, flagmen and incidental devices to protect, warn, and guide vehicular and pedestrian traffic, and to protect his personnel and equipment on the job site. During all phases of construction, Contractor shall display the required signs. Any traffic regulation device not in use shall be covered, removed or turned away from view of oncoming traffic. Whenever the work area changes, all construction warning signs and traffic channelization devices shall be made current in both legend and function.
- c. All traffic regulation devices shall conform to the "Manual on Uniform Traffic Devices for Streets and Highways" current edition, and its most current revisions. No substitutions for the devices required by the above referenced manual or changes in the methods of traffic regulation as outlined herein will be allowed without the written approval of the County.

- d. The Contractor and the County inspector will make daily inspections of the traffic regulation devices installed as part of this contract and maintain records of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records. It shall be Contractor's responsibility to maintain all traffic regulation devices in proper working condition and placement at all times. Contractor shall promptly correct any deficiencies in traffic regulation.
 - e. Contractor shall be required to maintain access to all properties served by streets affected by the construction work. Before road closure is allowed all detour signing shall be in place and accepted by the County.
- B. Submittal: The Contractor shall provide a Traffic Control Plan to the County as part of the shop drawings submittal process.
- C. Field Modifications to the Traffic Control Plan: If Contractor encounters conditions that require a change in method of traffic regulation Contractor shall immediately notify the County. At least 48 hours before the start of the proposed change, the Contractor will request approval of the change from the County.
- D. Measurement: There will be no field measurement of the Temporary Traffic Control.
- E. Payment: The Contractor will be paid the Lump Sum unit price bid. Interim payments for Temporary Traffic Control shall be paid based on the percent complete (based on contract value).

TS-28 ASPHALT CEMENT PRICE INDEX

A price adjustment will be applied to the percent of virgin asphalt binder used in the mix design of the asphaltic concrete approved for the project. Payment or deduction will be made through the Force Account line item. There is a \$20,000 cap on the Force Account line item for this price adjustment. This amount will not be exceeded.

The price index adjustment will use the following formula:

Adjustment for Mix Placed During the Month = $(B \times C) \times (D - E)$

B = Tons of mix placed during the month of the average index period

C = % of asphalt binder shown in the job mix formula

D = Monthly average price at time of placement

E = Monthly average price at time of bid

The price index adjustment ("D - E" in above equation) will be based on pricing from the MoDOT Asphalt Price Index.

TS-29 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 Owner. Such work shall be performed in accordance with the Standard Specifications and as directed by the County.

B. Payment for the work performed under this Technical Specification shall be made in accordance with the proposal unit prices where the requested work is covered by an item listed in the proposal. If the work is not represented by a unit price listed in the proposal, payment will be in accordance with the General Conditions and more specifically GC-35, "Extra Work".

END OF SECTION