

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

Terry Snelling Construction, Inc.

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

WITNESSETH

THAT WHEREAS, in accordance with law, the County has caused contract documents to be prepared and an Advertisement calling for bids to be published for and in connection with Jackson County Project: **Rock Island Greenwood Connector Trail, County Bid No. 25-034 and Fed Project No. STP3301(525)** and

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, himself, or themselves, and its, his, or their successors and assigns, and its, his, 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, nine hundred fourteen thousand, four hundred eighty nine (\$1,914,489.00) 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.

FILED

DEC 23 2025

**MARY JO SPINO
COUNTY CLERK**

CONTRACT AGREEMENT (cont.)

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the County to proceed with the work to be performed hereunder, and that the Contractor shall complete the work within the number of days, after the authorized starting date, stipulated in the attached 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 hereunder; 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. The contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County and that the County may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. Medinunce 6048
of December 18, 2025, these presents to be executed in its behalf by its duly
authorized agent, and the said Party of the Second Part (Contractor) has hereunto set its hand and seal.

Recommended by:

Michele Newman
Michele Newman
Director of Parks + Rec Dept.

12-18-25
Date

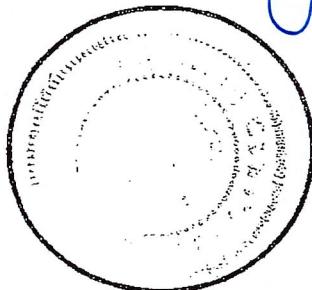
Phil A. LeVota
Phil A. LeVota
County Executive

12-19-25
Date

Approved to form this _____ day of _____, 2025.

Whit Shul
County Counselor

Attest: Mary Bunn
Clerk of the Legislature



Contractor
Seal (if applicable)

By:

Terry S. Snelling
Second Party (Contractor)
TERRY S. SNELLING CEO

Attest:

Carly Crowder
CARLY CROWDER ASST SEC

Rock Island Greenwood Connector

Terry Snelling Construction Inc

Item	Unit	Quantity	Bid	Terry Snelling Construct.	
			Unit Price	Total	
Mobilization	LS	1	\$ 190,190.60	\$ 190,190.60	
Contractor Furnished Survey	LS	1	\$ 21,000.00	\$ 21,000.00	
Construction Entrance	SY	70	\$ 48.00	\$ 3,360.00	
Clearing, Grubbing and Demolition	LS	1	\$ 166,000.00	\$ 166,000.00	
Excavation	CY	3040	\$ 46.00	\$ 139,840.00	
Embankment	CY	7090	\$ 23.00	\$ 163,070.00	
Sediment Filter Log	LF	9100	\$ 2.70	\$ 24,570.00	
6" Thick Concrete Trail-KCMMB-4K Mix with 4 " Thick Base Rock (MoDOT Type 1 or 5)	SY	9135	\$ 79.00	\$ 721,665.00	
Rip Rap 1/4 Ton	TON	210	\$ 92.00	\$ 19,320.00	
Seeding and Straw Mat	Acres	3.6	\$ 14,500.00	\$ 52,200.00	
5'x10' Reinforced Box Culvert (Includes Wingwalls)	LF	90.8	\$ 1,277.00	\$ 115,951.60	
2'x3' Reinforced Box Culvert Extension (Includes Wingwalls)	LF	47.4	\$ 690.00	\$ 32,706.00	
5'x9' Reinforced Box Culvert Extension (Includes Wingwalls)	LF	48.1	\$ 1,430.00	\$ 68,783.00	
9'x12' Reinforced Box Culvert Extension (Includes Wingwalls)	LF	45.6	\$ 1,663.00	\$ 75,832.80	
Total Bid Amount				\$ 1,794,489.00	



BID BOND

Project Number: County Project No. 002-2024, Federal No. STP 3361525

Project Title: GREENWOOD CONNECTOR TRAIL

KNOW ALL BY THESE PRESENTS, that we,

Terry Snelling Construction, Inc.

Legal Name of Bidding Firm

of Independence, Missouri

City and State

hereinafter referred to as "Bidder" and

Great American Insurance Company

Name of Surety

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

Five Percent of the Total Amount Bid

(\$ 5%)

for the payment of which sum, we and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents,

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

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

Signed, sealed and delivered this 16th day of September 2025

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Terry Snelling Construction, Inc.

20004 E Yocum Rd.

Independence, MO 64058

816-796-9888

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

By:

Title:

Daryl Dally
CEO



(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety

Great American Insurance Company

301 E 4th Street

Cincinnati, OH 45202

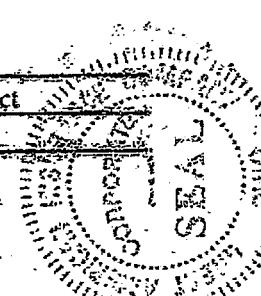
800-847-4357

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Bonding Companies" as published in Circular 570 (most recent 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 to which the Project is located.

By: *Luanne K. Degler*
Title: Luanne K. Degler, Attorney-in-Fact

Date: September 16, 2025

(Attach seal and Power of Attorney)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **Four**

No. 0 22543

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Luanne K. Degler	All of	All
Jaycee Simpson	Fairway, Kansas	\$100,000,000
Tandra Stacer		
William R. Wilkerson, IV		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of September 2024

GREAT AMERICAN INSURANCE COMPANY

Attest



Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-877-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24th day of September 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAH, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of



Assistant Secretary

CONTRACTOR'S ACKNOWLEDGEMENT

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

State of _____)
County of _____) ss.

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

(SEAL)

Notary Public

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

State of _____)
) ss.
County of _____)

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

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

(SEAI.)

Notary Public

My commission expires _____ 20

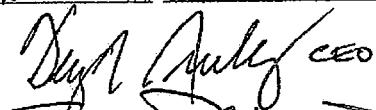
3. Form to be used if Contractor is a corporation

State of Missouri)
County of Jackson) ss.

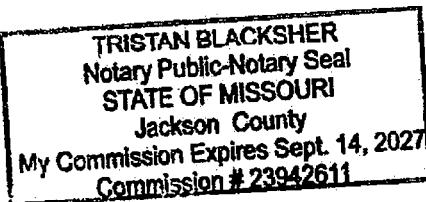
On this 16th day of Sept., 20 25, before me appeared
TERRY S. SNELLING to me personally known, who being
by me duly sworn, did say that he/she is the Chief Executive Officer of
Terry Snelling Const Inc (the Contractor) and that the seal affixed to the foregoing
agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal,
contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority
of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said
corporation.

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

(SEAL)




My commission expires 9-14-2027. 20 27.



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:

Terry Snelling Construction Inc
1457 SW State Route 2, Holden, Mo 64040
2025 Certificate Number: 148004

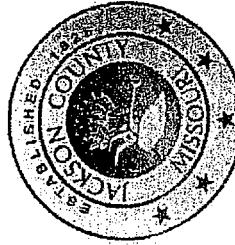
Issued: 10/14/2025
Expires: 12/31/2025

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.

Attest 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.

Melinda Bolling

Chief Compliance Review Officer
Jackson County, Missouri
(816) 881-3302
compliance@jacksongov.org



NOTICE TO CONTRACTORS

All bids must be submitted through the Bonfire Portal at <https://jacksongov.bonfirehub.com> before 2:00 pm (prevailing local time) on September 16, 2025.

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

The Greenwood Connector trail project is a 10' wide concrete proposed trail starting ~140' south of the intersection of SW Market Street and SW Jefferson Street and proceeding southeasterly on or parallel to the abandoned railroad tracks. The trail will travel under the Highway 291 NB & SB bridges and terminate ~75' west of SE Hamblen Rd.

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

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

General Provisions & Supplemental Specifications

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

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

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

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

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

Calendar Days: 365

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

Liquidated damages per day \$ 1,225 per day

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

Paper Bid Bond
 Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

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

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

http://www.dhs.gov/files/programs/oc_1185221678150.shtml

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

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

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

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

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

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

TERRY SNELLING CONSTRUCTION INC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

sole individual

partnership

joint venture

corporation, incorporated under laws of state of MISSOURI

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

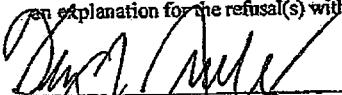
Executed by bidder this 16th day of Dept. 2025

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

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

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

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


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

Terry S Snelling CEO
Please print or type name and title of person signing here

Attest:

Carly Crowder

Asst. Secretary of Corporation if Bidder is a Corporation

CARLY CROWDER

Affix Corporate Seal (If Bidder is a Corporation)

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

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

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

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

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

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

(20) **SALES AND USE TAX EXEMPTION**: <Jackson County>, a tax exempt entity, will furnish a

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Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

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

Retainage of contractor payments or prompt payments:

The Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the reasons outlined in RSMO 34.057, or as determined by the engineer.

ACKNOWLEDGEMENT: Each Bidder shall acknowledge receipt of addenda by their signature affixed hereto and addendum noted Addendum No.(s) at the right by number.

Addendum No.(s): 182

DBE Submittal Forms - LPA

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening. You may also use the Excel version located at:
https://epg.modot.org/forms/CM/DBE_Identification_Submittal_Form_LPA_Excel.xlsx

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 6% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

6 % OF TOTAL FEDERAL CONTRACT

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

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

DBE GOALS MET AS PART OF OUR SUBMITTAL.

DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)

Job Number: STP 3391 (525)

Route: Greenwood CONNECTOR TRAIL County: JACKSON

Prime Contractor: TERRY SNELLING CONST INC Contract Amount: \$1,795,000.00

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or no later than 4:00 p.m. on the 3rd business day after the bid opening. Contact MoDOT's Business Development and Compliance (BDC) Division at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project. A DBE Regular Dealer/Distributor Affirmation Form is required for each DBE firm submitted as a regular dealer or distributor.

All information must be provided.

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

DBE Name: Welch Silt Fence Address: 3003 CANTRELL RD HARRISONVILLE MO 64701

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

Respectfully submitted:

TERRY SNELLING CONST INC

Company Name (Prime Contractor)

TERRY S. SNELLING CEO

Name / Title

Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP 3391(525)

Route: GREENWOOD CONNECTOR TRAIL County: JACKSON

Prime Contractor: TERRY SNELLING CONST INC Contract Amount: 1,795,000.00

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or no later than 4:00 p.m. on the 3rd business day after the bid opening. Contact MoDOT's Business Development and Compliance (BDC) Division at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project. A DBE Regular Dealer/Distributor Affirmation Form is required for each DBE firm submitted as a regular dealer or distributor.

All information must be provided.

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

DBE Name: Clymore Trucking Address: 530 S. 291 Hwy Indep. Mo 64056

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

Respectfully submitted:

TERBY SNELLING CONST. INC.

Company Name (Prime Contractor)

Signed (Prime Contractor)

TERRY S. SNELLING

Name / Title

Instructions for Completing the DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)
(BDC-101)

Submit this form with your bid or as outlined on front of page no later than 2:00 p.m. on the day of the bid opening. Only DBE's listed in MoDOT's Missouri Regional Certification Committee (MRCC) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification System (NAICS) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab: <http://www.modit.org/welcome-business-development-and-compliance>.

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a distributor as that term is defined in 49 CFR Part 26.55, then only 40% of the value in column (B) can be applied towards the contract specific goal. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. A Supplier Affirmation Form is required for each DBE firm submitted as a supplier. A copy of this form is provided on the next page. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line-item amount.



U.S. Department of
Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:	TERRY SNELLING CONST INC
Contract Name/Number:	STP 3391 (525)

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

N/A

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? YES NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?
 YES NO (If "YES," Go to Question 2. If "NO" Continue.)

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

YES NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.)

*If 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? YES NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)? YES² NO³

a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? YES² NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

Revenue Certificate

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$950,000.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized. Funds for future years are subject to appropriation in the County's then current annual budget.

ACCOUNT NUMBER: 010 1608 58060
ACCOUNT TITLE: Grant Fund
Parks-Construction Services
Other Improvements
NOT TO EXCEED: \$950,000.00

ACCOUNT NUMBER: 003 1608 56030
ACCOUNT TITLE: Grant Fund
Parks – Construction Services
Architectural & Engin. Services
NOT TO EXCEED: \$64,171.000

ACCOUNT NUMBER: 011 3601 56798
ACCOUNT TITLE: Rock Island Railroad C/P Fund
Parks-Rock Island Rail Corridor Aut
Grant Match
NOT TO EXCEED: \$198,979.00

ACCOUNT NUMBER: 013 1608 58060
ACCOUNT TITLE: County Improvement Fund
Parks – Construction Services
Other Improvements
NOT TO EXCEED: \$701,339.00

12/22/2025
Date

Cheryl L. Colter
Director of Finance and Purchasing

SCON-10001535 ML