

R. 20677

Contract Documents and Specifications

for

**2021 Road Program
Mill and Overlay**

**County Project No. 3248
Bid No. PW 01-2021
February 24, 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
Construction Manager – Ric Johnson, PE
Construction Inspector – Ben Allen

FILED

JUN 21 2021

MARY JO SPINO
COUNTY CLERK

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

DATE: **May 19, 2021**

To: **Jackson County, Missouri**

Contractor: **Superior Bowen Asphalt Company, LLC**

2021 Pavement Maintenance Program - Mill & Overlay

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

Stephen Bowen, Attorney-in-Fact



SUPEBOW-01

MIKEB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brush Creek Partners 520 Pennway, Suite LL Kansas City, MO 64108	CONTACT NAME: PHONE (A/C, No, Ext): (816) 523-2323		FAX (A/C, No): (913) 800-8249
	E-MAIL ADDRESS: info@brushkc.com		
INSURED Superior Bowen Asphalt Company, LLC 520 W Pennway St. Suite 300 Kansas City, MO 64108	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Contractors Insurance Company RRG		12300
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C: ACIG Insurance Company		19984
	INSURER D: Steadfast Insurance Company		26387
	INSURER E: Travelers Property Casualty Company Of America		25674
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL21A00048*	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 STOP GAP \$ 10,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL20000015	6/1/2021	6/1/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00084656LI21A	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA000012020	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			PCAB-5014614-0621	6/1/2021	6/1/2022	Ea Claim/Aggregate* 10,000,000
E	Equipment Floater			QT-630-5K196395-TIL-20	12/1/2020	12/1/2021	Any One Item 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Policy #GL17B00048/GL17C00048 GL XS

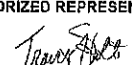
Professional/Pollution Aggregate* Limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses

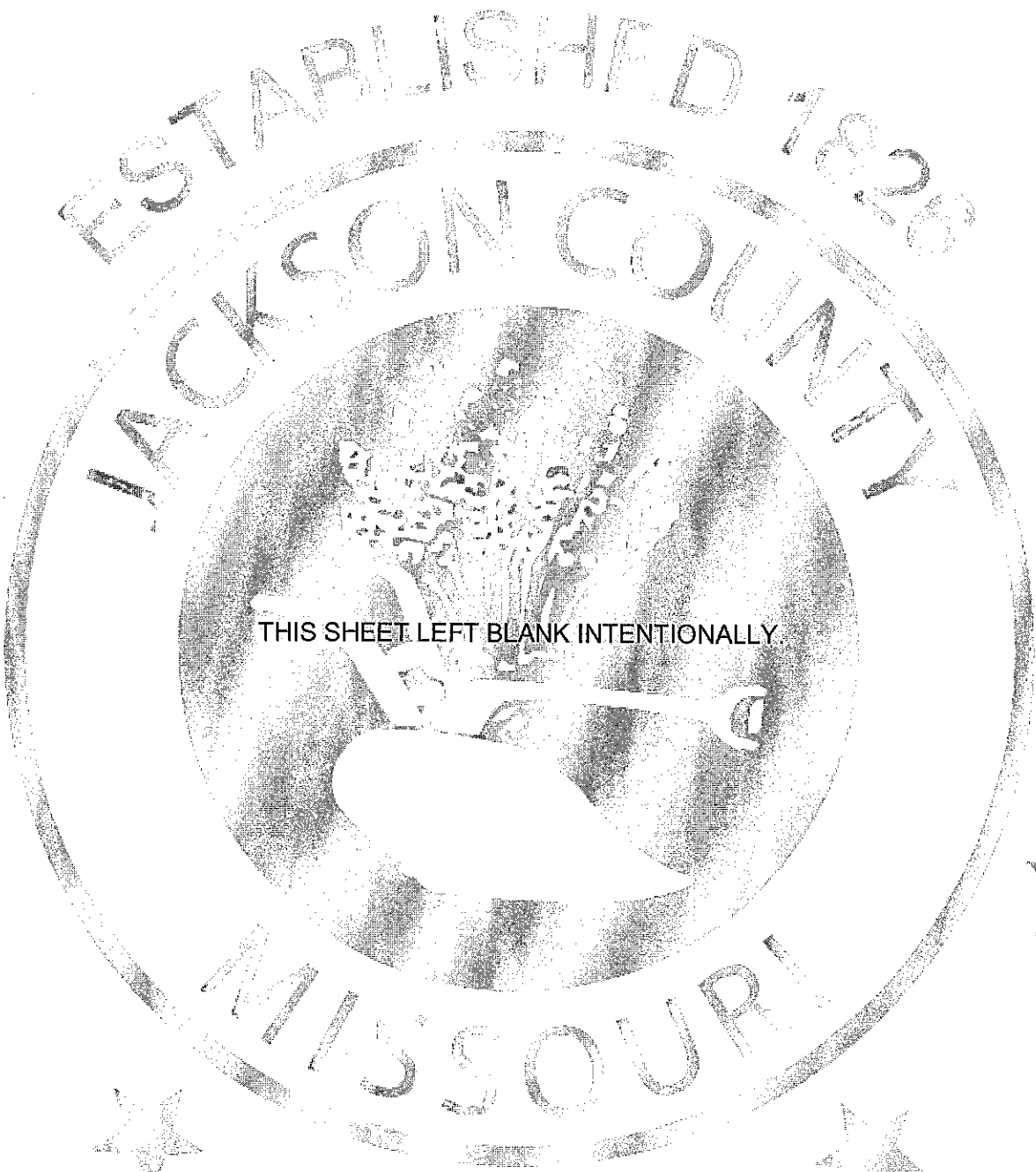
RE: 2021 Road Program Mill and Overlay; County Project No. 3248; Bid No. PW 01-2021; SB Job 13029

JACKSON COUNTY PUBLIC WORKS IS AN ADDITIONAL INSURED TO THE ABOVE REFERENCED COVERAGES EXCEPT WORKERS' COMPENSATION AS ALLOWED BY STATUTE AND IF REQUIRED BY WRITTEN CONTRACT. COVERAGE IS PRIMARY/NONCONTRIBUTORY. WAIVER OF SUBROGATION IS APPLICABLE WHERE ALLOWED BY STATUTE AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

Jackson County Public Works Department 303 W. Walnut Independence, MO 64050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BIDDING REQUIREMENTS

INVITATION TO BID

JACKSON COUNTY, MISSOURI
2021 PAVEMENT MAINTENANCE PROGRAM
MILL AND OVERLAY
COUNTY PROJECT NUMBER 3248 – COUNTY BID NUMBER PW 01-2021

Bid documents will be available on March 2, 2021, for the 2021 ROAD PROGRAM – MILL AND OVERLAY. 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 PM on March 16, 2021. Sealed proposals will be opened on March 16, 2021 at 2:05 PM at that same address.

Project Work Includes: Approximately 131,237 square yards of 2" cold milling and 22,964 tons of asphaltic concrete overlay (2")(RC Type 3-01).

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 AM to 4:00 PM. 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.

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 County 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 – 2021 ROAD PROGRAM – MILL AND OVERLAY Project Number: 3248"

2. **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.

3. **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 County. The Proposal Guarantee may be retained by and shall be forfeited to the County 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 County.

4. **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.

5. **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.

6. **ACCEPTANCE AND REJECTION OF BIDS:** The County reserves the right to accept the bid which, in its judgement, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

7. **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 County, satisfactory evidence of the authority of the person signing shall be furnished.

8. **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.

9. **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.

10. **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.

11. **PAYMENTS:** Payment for all work performed under the proposed Contract will be made by the County in the manner set forth in the Special Conditions.

12. **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 County 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.

13. **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 request that they be approved, on this Affirmative Action sheet.

14. **MINORITY, WOMEN & VETERAN 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 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.

15. **TAXES AND PERMITS:** Attention is directed to the requirements of the **TAX CLEARANCE FORM** regarding payment of taxes.

16. **PERFORMANCE BOND:** Each Bidder to whom a contract is awarded will be required to furnish a performance bond to the County 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.
17. **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.
18. **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.
19. **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.
20. **RETAINAGE:** Contractor's attention is directed to the Special Conditions, which provides for a reduced retainer as long as the project schedule is maintained.
21. **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.
22. **ADDITIONAL INFORMATION:** The County, in its sole discretion, may request additional information from any or all bidders.

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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 **100% completion by August 31st** 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 County 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 County 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.

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 they have 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 County.

PROPOSAL (continued)

ADDENDA CERTIFICATION

The undersigned acknowledges receipt of addenda through and including numbers NONE, and that the bid submitted is in accordance with information, instructions and stipulations set forth thereby.



Authorized Signature of Bidder

Superior Bowen Asphalt Company, L.L.C.
Company Name

March 16, 2021
Date

BID FORM



Jackson County, Missouri
Public Works Department – Engineering Division

**PROPOSAL FOR
2021 ROAD PROGRAM
MILL AND OVERLAY**

County Project No. 3248, Bid No. PW 01-2021

Item	Description	Quantity	Units	Unit Price	Total Price
1	Asphaltic Concrete Overlay (2")(RC Type 3-01)(Milled Roads)	15,383	TONS	55.50	853,756.50
2	Asphaltic Concrete Overlay (2")(RC Type 3-01)(Chip Seal Roads)	6,554	TONS	56.00	367,024.00
3	2" Cold Milling	123,299	SY	1.80	221,938.20
4	Force Account	1	FA	\$30,000.00	\$30,000.00
5	Force Account (Asphalt Price Index)	1	FA	\$50,000.00	\$50,000.00
6	Asphaltic Concrete Overlay (2")(RC Type 3-01)(Parks + Rec)	1,027	TONS	55.50	56,998.50
7	2" Cold Milling (Parks + Rec)	7,938	SY	1.55	12,303.90
8	Force Account (Parks + Rec)	1	FA	\$2,000.00	\$2,000.00
Total Bid for Project =					1,594,021.10

One Million Five Hundred Ninety-Four Thousand Twenty One Dollars and Ten Cents

Total Amount of Bid for Project (Typed or Written)

Superior Bowen Asphalt Company, 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.

PROPOSAL (continued)

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

Superior Bowen Asphalt Company, L.L.C.

Legal Name of Firm

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

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

Dated at Kansas City, Jackson County, Missouri

City, State

this 16th day of March, 2021

SIGNATURES

Name and Address of all Partners

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Authorized Signature

Mathew Bowen, Vice President

Title of Person Signing

Attest (Seal)

BID BOND



Project Number 3248
Project Title 2021 Road Program Mill and Overlay
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 Program 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 16th day of March 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, MO 64108

(816)921-8200

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

By: [Signature]

Title: Vice President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Travelers Casualty and Surety Company 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 Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: Stephen Bowen
Title: Attorney-In-Fact
Date: March 16, 2021

(Attach seal and Power of Attorney)



**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 16th day of March, 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 Clay) 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)

Superior Bowen Asphalt Company, L.L.C.

(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)
Mathew Bowen, Vice President

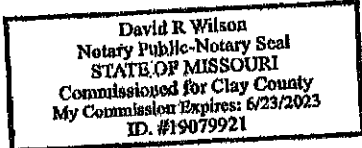
March 16, 2021

Date

Sworn to before me this 16th day of March, 2021.

David R. Wilson

Notary Public



My commission expires 6/23/2023

PROPOSAL (continued)

ANTI-COLLUSION STATEMENT

STATE OF Missouri)
) ss.
COUNTY OF Clay)

Mathew Bowen
(Printed Name of Authorized Person with Bidding Entity)

being duly sworn, deposes and says that they are

Vice President, with
(Title of Person Signing)

Superior Bowen Asphalt Company, L.L.C.
(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.

 March 16, 2021
(Signature of Authorized Person with Bidding Entity) Date
Mathew Bowen, Vice President

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 16th day of March, 2021.



Notary Public

My commission expires 6/23/2023

LIST OF CONTRACTS ON HAND

Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete
Belton, City of	Street Repairs	4,138,910	4/7/2020	100
Prairie Village, City	Asphalt and Concrete	2,750,000	1/19/2021	0
Olathe, City of	2021 Olathe Local (Milling & Asphalt)	1,100,000	2/2/2021	0
MoDOT - Rte 12	Milling & Asphalt	1,268,980	12/3/2020	0
MoDOT - Rte 78	Milling & Asphalt	2,392,908	1/6/2021	0
	Additional contracts will be provided upon request			

Attach additional sheets as required.

AFFIDAVIT

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

Superior Bowen Asphalt Company, L.L.C.
Name of Bidding Entity

and upon their oath states that in connection with the bid for
County Project 3248, 2021 Road Program Mill & Overlay
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.

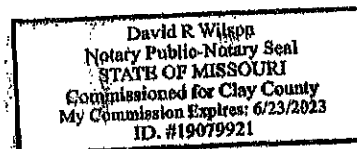
Further, Affiant sayeth naught.

Mathew Bowen
Mathew Bowen, Vice President *Signature of Affiant*

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,
this 16th day of March, 2021.

David R. Wilson
Notary Public

My commission expires 6/23/2023.



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.

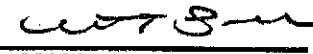
2021 ROAD PROGRAM
MILL AND OVERLAY

COUNTY PROJECT 3248
COUNTY BID NO. PW 01-2021

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

Gentlemen:

I do hereby certify that year 2020 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.

Mathew Bowen 
Authorized Signature of Bidder

Vice President
Title

For: Superior Bowen Asphalt Company, L.L.C.
Company Name

520 West Pennway Suite 300
Street Address

520 West Pennway Suite 300
City, State & Zip

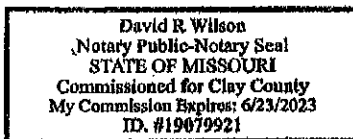
Kansas City, Mo 64108
Telephone #

816-921-8200

Federal I.D. # 43-1861896

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

this 16th day of March, 2021.



David R. Wilson
Notary Public

My commission expires 6/23/2023.

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 Company, L.L.C.

Will subcontractors be used to complete the work? Yes No

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

Subcontractor No. 1

Name: Martin T. Rucker Development, LLC

Address: 3701 NW 52nd Terrace

City & Zip Code: Kansas City, MO 64151

Telephone No: 816.237.0015 **Fax No:** _____

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

Hauling asphalt from plant to project. Line items 1, 2, and 6 which are Asphaltic Concrete Overlay (2")(RC Type 3-01). Line items 2 and 7 which are 2" Cold Milling.

Dollar Amount	\$ 122,400.00
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Subcontractor No. 2

Name: Ward Hauling

Address: 107 Brent Road

City & Zip Code: Belton, MO 64012

Telephone No: 816.359.9898 **Fax No:** _____

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

Hauling asphalt from plant to project. Line items 1, 2, and 6 which are Asphaltic Concrete Overlay (2")(RC Type 3-01). Line items 2 and 7 which are 2" Cold Milling.

Dollar Amount	\$ 30,600.00
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(List of Subcontractors Continued)

Subcontractor No. 3

Name: Petro Logistics, LLC

Address: 910 S. Kirkwood Road, #120

City & Zip Code: Kirkwood, MO 63122

Telephone No: 314.835.9499

Fax No: _____

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

Sells and hauls asphalt cement to asphalt plant to make asphalt. Line Items 1, 2, and 6
which are Asphaltic Concrete Overlay (2)(RC Type 3-01).

Dollar Amount	\$ 188,000.00
------------------	------------------

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@jacksongov.org

CONTRACTOR UTILIZATION PLAN
CONTRACTOR UTILIZATION PLAN

Bid Number: PW 01-2021
Bid Title: 2021 Road Program – Mill and Overlay
Contracting Department: Public Works Department (Engineering Division)

Bidder: Superior Bowen Asphalt Company, L.L.C.

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:

9.60 %MBE 11.79 %WBE 0.00 %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:	Martin T Rucker Development, LLC	INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:	3701 NW 52nd Terrace	
	Address line 2-including County:	Kansas City, MO 64151, Platte Co.	
	Telephone Number:	816.237.0015	
	President/Owner:	Martin Rucker, II	
	Email Address:	mrucker@mruckerdevelopment.com	
	Certifying Agency:	KCMO	
	Expiration Date of Certification:		
	Scopes of Work Utilized:	Trucking (Asphalt & Millings)	
	Percentage of Contract Awarded:	7.68 %	

B.	MBE Firm:	Ward Hauling	INTERNAL USE ONLY Certifying Agency: <u> </u> KCMO <u> </u> State of MO Approved: Y N Contract Value: \$
	Address line 1:	107 Brent Road	
	Address line 2-including County:	Belton, MO 64012, Cass County	
	Telephone Number:	816.359.9898	
	President/Owner:	Kareen Ward	
	Email Address:	Kareenward@yahoo.com	
	Certifying Agency:	KCMO	
	Expiration Date of Certification:		
	Scopes of Work Utilized:	Trucking (Asphalt & Millings)	
	Percentage of Contract Awarded:	1.92 %	

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:		\$ 153,000.00
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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 County	
	Telephone Number:	314.835.9499	
	President/Owner:	Lianne Reizer	
	Email Address:	lianne@petrologisticsllc.com	
	Certifying Agency:	State of MO	
	Expiration Date of Certification:	07/19/2022	
	Scopes of Work Utilized:	Trucking & Petroleum Product Merchant	
	Percentage of Contract Awarded:	11.79 %	

B.	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:		

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:		\$ 188,000.00
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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:		\$ 0.00
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*** Add Additional Pages as Necessary ***

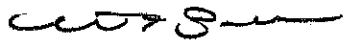
OSHA TEN HOUR TRAINING REQUIREMENTS:

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

The undersigned bidder hereby certifies:

OSHA 10 CARD CERTIFICATION

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



Authorized Signature of Bidder
Mathew Bowen, Vice President
Superior Bowen Asphalt Company, L.L.C.

Company Name
March 16,2021

Date

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.

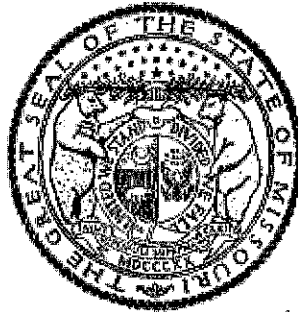
A one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

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	\$63.82
Boilermaker	*\$33.53
Bricklayer	\$36.71
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	\$64.70
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	\$69.88
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, RSMo.

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



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 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 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 employment program.

PW-4-MODOT (03-16) AI

THIS SHEET LEFT BLANK INTENTIONALLY.

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 County.

"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, EFFERSON 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		Missouri Tax Exemption Number			
	Jackson County, Missouri		1 3 6 4 3 3 4 7			
	Address		City	State	ZIP Code	
	415 East 12th Street, Room G-1		Kansas City	MO	64105	
	E-mail Address					
	eljohnson@jacksongov.org					
	Project Number	Project Begin Date (MM/DD/YYYY)	Estimated Project End Date (MM/DD/YYYY)			
	3248	05/01/2021	12/31/2021			
	The Work includes the milling and paving of existing roadways at various locations within the County, County Project No. 3248 (PW 01-2021)					
	Various locations within the County.		02/31/2021			
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		Date (MM/DD/YYYY)		
		Ric Johnson, PE / Construction Manager				

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 Section 144.062, RSMo. 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 of 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) 761-2636
 P.O. Box 359 Fax: (573) 622-1271
 Jefferson City, MO 65105-0358 E-mail: sales-tax-exemptions@dor.mo.gov



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

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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 COMPANY, L.L.C.

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: *2021 Pavement Maintenance Program – Mill and Overlay, County Project #3248*, 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, and its, or their successors and assigns, and its, their executors and administrators, as follows:

ARTICLE I. That the Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and 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 Owner 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, Five Hundred Ninety Four Thousand, Twenty Two dollars and 00 cents

(\$ 1,594,022.00) 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. 20677
of May 24, 2021, 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. Gaddie, P.E.
Director of Public Works

6.8.21


Date



Frank White, Jr.
County Executive


Date

Approved to form this _____ day of _____, 2021.



County Counselor




Attest: 

Clerk of the Legislature

Contractor
Seal (if applicab

**NO DATE
PLEASE**



d Party (Contractor)

Witness: 

PERFORMANCE BOND



Project Number PW 01-2021

Project Title 2021 Pavement Maintenance Program - Mills & Overlay

KNOW ALL MEN BY THESE PRESENTS: That

SUPERIOR BOWEN ASPHALT COMPANY, L.L.C., as PRINCIPAL (CONTRACTOR), and

Travelers Casualty and Surety Company 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, Five Hundred Ninety Four Thousand, Twenty Two dollars and 00 cents

(\$ 1,594,022.00) 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 2021 Pavement Maintenance Program - Mills & Overlay which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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



CONTRACTOR

Name, address and facsimile number of Contractor

Superior Bowen Asphalt Company, LLC

520 W Pennway St

Kansas City, MO 64108

816.921.8251

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

By: *Stephen Bowen*

Title: *Vice President*

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Travelers Casualty and Surety Company of America

1 Tower Sq

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.

By: *Stephen Bowen*

Title: Attorney-In-Fact

Date: *5/28/2021*

(Attach seal and Power of Attorney)



MAINTENANCE BOND

Project Number: 3248

Project Title: 2021 Pavement Maintenance - Mill & Overlay

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 Five Hundred Ninety Four Thousand Twenty-Two and 00/100 Dollars (\$ 1,594,022.00)

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.

2021 ROAD PROGRAM
MILL AND OVERLAY

COUNTY PROJECT 3248
COUNTY BID NO. PW 01-2021

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 _____.

Superior Bowen Asphalt Company, LLC

Contractor

(SEAL)

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.)



**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-20677

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 \$ 1,594,022.00, which is hereby authorized.



Manager, Division of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
1506	004-1506-58040	\$1,522,719
1608	003-1608-58060	\$71,303

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: PC 150621002 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 \$ 1,594,022.00, 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 LEFT 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 County 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 GC-3 and used in these contract documents shall have the meaning herein given:

- a. "Contract" or "contract documents" shall include all of the documents and drawings enumerated above in paragraph GC-2.
- b. "County" shall mean the corporation (municipal or otherwise), board, district, or other political subdivision, company, or firm, who is named and designated as the "Party of the First Part" in the contract agreement hereto attached and for whom the work covered by this contract is to be performed, acting through its duly authorized officers or agents."
- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual, named and designated in the contract agreement as the "Party of the Second Part" and who has entered into this contract for the performance of the work covered thereby, and its, or their duly authorized agents and other legal representatives.
- d. "Engineer-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 County 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 County, when and as approved by the Engineer-Architect and
 - (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 County 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 County 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 County, 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 of these copies, each containing the bond (or bonds) properly executed and the contract agreement signed by the Contractor, shall be submitted to and signed by the County; two of the copies so signed shall be delivered to the Contractor—one for their surety company and one to the Engineer-Architect. Two copies shall remain with the County.

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

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

GC-8 FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer 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 County, by the Contractor in lieu of the design or arrangement required by the contract or any item of extra work thereunder; and all required special wiring and piping layouts. Not less than three (3) preliminary copies of each such drawing shall be submitted to the Engineer-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 County. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or their subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer-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 County.

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

GC-19 CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this contract, the Contractor shall maintain a suitable office at or near the site of the work which shall be the headquarters of a representative authorized to receive drawings, instructions, or other communications or articles from the County or the County's agents; and any such communications given to the said representative, or delivered at the Contractor's office at the site of the work in their absence, shall be deemed to have been given to the Contractor.

GC-20 RESPONSIBILITY OF CONTRACTOR

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

GC-21 PATENTS

It is mutually agreed by and between the parties to this contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and they shall be liable for any damage or claims for patent infringements. The Contractor shall at their own cost and expense defend any and all suits or proceeding that may be instituted at any time against the County 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 County 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 County shall not make the Contractor an agent of the County, 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 County, and workmen who may be employed by the County, on any work in the vicinity of

the work to be done under this contract, and they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or workmen. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the County at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workmen of the County, in regard to their work shall be adjusted and determined by the Engineer/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 County on that account other than for an extension of time. When two or more contracts are being executed at one time in such a manner that work on one contract may interfere with that of another, the Engineer/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 County 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 employees or agents, the Contractor shall indemnify and save harmless the County, and officers and agents of the County, 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 County, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean that the Engineer-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 County, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer-Architect and the County 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 County shall be and is hereby authorized to appoint or employ (either directly or through the Engineer-Architect) such architects, engineers, and inspectors as the County may deem proper, to inspect the materials furnished and the work performed under this contract, and to see that the said materials are furnished, and the said work performed, in accordance with the plans and specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer-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 County 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 County so decides, to annul the contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expenses to the County, whenever so ordered by the Engineer-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, representatives of the Missouri Highways and Transportation Commission and the Federal

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

GC-29 NO WAIVER OF RIGHTS

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

GC-30 SUPERINTENDENCE OF WORK

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

GC-31 ORDERS TO CONTRACTOR'S AGENT

Whenever the Contractor is not present on any part of work where it may be desired to give directions, orders may be given by the Engineer-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 be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of themselves or their employees. The Contractor shall indemnify, defend, and save harmless the County against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work,

and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not.

GC-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 a n 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 County shall have the right to make such modifications, changes, and alterations, as the County may see fit, in the line, grade, form, arrangements, dimensions, extent, or plan, of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of

construction thereof, without affecting the validity of the contract and the performance, payment, and maintenance bond contained therein. Where any modification, change, or alteration increases the quantity of work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of the work actually done, either at unit prices included in the contract, or, in the absence of such unit prices, as extra work. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction. The Engineer-Architect shall determine, on an equitable basis, the amount of:

- a. Credit due the County for contract work not performed, as a result of modifications or alterations authorized hereunder, where the value of the omitted work is not fixed by unit prices in the contract.
- b. Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the work as originally planned but which could not be used in any part of the work as actually built.
- c. Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents. All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer-Architect under the authority of the County or by the County directly.

GC-35 EXTRA WORK

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

- (1) Labor. For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foreman are actually engaged in such work.

The Contractor shall receive the actual costs paid to, or 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.

- (2) Bond Insurance and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on

- the force account work, the Contractor shall receive the actual cost, to which cost six percent will be added. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.
- (3) Materials. For materials accepted by the Engineer/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.
 - (4) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer-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.
 - (5) Miscellaneous. No additional allowance will be made for general superintendent, the use of small tools, or other costs for which no specific allowance is herein provided.
 - (6) Compensation. The Contractor's representative and the Engineer-Architect shall compare records of the cost of work done as ordered on a force account basis.
 - (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer-Architect with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (a) Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
 - (b) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (c) Quantities of materials, prices, and extensions.
 - (d) Transportation of materials.
 - (e) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
 - (f) Statements shall be accompanied and supported by received invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from their stock, that the quantity claimed was 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 County. This consent of the County, will not be given unless, and until, the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the Engineer. The subcontract shall bind the subcontractor to comply with all requirements of this contract, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County. The Contractor's own forces and equipment shall perform not less than 50 percent of the contract work.

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

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

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

GC-38 RIGHT OF COUNTY TO TERMINATE CONTRACT

If the work to be done under this contract shall be abandoned by the Contractor; or if this contract shall be assigned by them otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of their assets be made for the benefit of their creditors, or if a receiver should be appointed for the Contractor or any of their property; or if at any time the Engineer Architect shall certify in writing to the County that the performance of the work under this contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this contract or the specifications therefore, or that they

are executing the same in bad faith or otherwise not in accordance with the terms of said contract, or if the work be not substantially completed within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and their surety of said County's intention to terminate this contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this contract shall cease and terminate. In the event of such termination, the County shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the County may take over the work and prosecute same to completion, by contract or otherwise, for the account of the Contractor. The Contractor and their surety shall be liable to the County for any and all excess cost sustained by the County by reason of such prosecution and completion including compensation for additional architectural, engineering, managerial and administrative expense; and in such event the County may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

GC-39 SUSPENSION OF WORK ON NOTICE

The Contractor shall delay or suspend the progress of the work or any part thereof, whenever they shall be so required by verbal order of the County or Engineer 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 County 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 County 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 County or Engineer-Architect, any expense which, in the opinion and judgment of the Engineer-Architect, is caused thereby shall be paid by the County to the Contractor.

GC-40 LOSSES FROM NATURAL CAUSES

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

GC-41 LAWS AND ORDINANCES

The Contractor shall keep themselves fully informed of all existing and current regulations of the County 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 County and the County's officers and agents against any claims or liability arising from or based on any violation of the same.

GC-42 SANITARY REGULATIONS

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

GC-43 CHARACTER OF 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 County, 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 County, commence the work to be done under this contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the Engineer-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 County or Engineer-Architect, or of any employee of either, or by any other contractor employed by the County, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay shall be granted by the County provided, however, that the Contractor shall give the County, and the Engineer-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 County, as stipulated liquidated damages and not as a penalty, the sum indicated in the Special Conditions for each and every calendar day that the Contractor shall be in default. In case of joint responsibility for any delay in the final completion of the work covered by this contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one (1) day of delay in the final completion of the work, will not be greater than the amount listed in SPECIAL PROVISIONS, and the amount assessed against any one Contractor for one (1) day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in judgment of the County. The County shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damage for nonperformance of this contract at the time stipulated herein and provided for.

GC-50 TESTS OF MATERIALS OFFERED BY CONTRACTOR

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

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

GC-51 TESTING OF COMPLETED WORK

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order and shall be placed in such condition and order, at the expense of the Contractor. All tests of completed work required under this contract shall be made under the direction of the Engineer-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 County and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

GC-53 PLACING WORK IN SERVICE

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

GC-54 DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer-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 County of the work embraced by this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the County, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or their agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the County is hereby authorized to make such repairs at the Contractor's expense providing, however, that in case of an emergency where, in the

judgment of the County, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

GC-56 EQUIPMENT GUARANTY

All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this contract shall be guaranteed by the Contractor and their surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damage or failure, under normal operation of the equipment and devices under specified conditions, for a period of one (1) year, unless specified in the Specifications for a longer period from and after the date of acceptance thereof by the County, and each item of equipment or part thereof thus proving to be defective within the specified period of the guaranty shall be replaced (without cost to the County) by the manufacturer of the defective item of equipment, by the Contractor, or by their surety under the terms of the performance, payment and maintenance bond. This equipment guaranty shall also apply to, and shall include, any and all replacements of defective equipment or parts made thereunder, and the period of the guaranty of each such replacement shall be from and after the date of installation thereof.

GC-57 CLAIMS FOR LABOR AND MATERIALS

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

GC-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

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 County

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 County may find it advisable, and it shall have the right, to omit portions of the work and to increase or decrease the quantities, and that the County reserves the right to add to or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this contract, which has not actually entered into the construction of said improvements.

GC-60 MONTHLY ESTIMATES AND PAYMENTS

- a. Unit Price Contracts: On or about the first day of each month, the Engineer-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 County's title to such material or otherwise adequately protect the County's interest including applicable insurance.
- c. Certification for Payments: On or about the 10th day of the month the Engineer-Architect shall submit payment estimates or certificates of payment to the County. After the County shall have approved each such estimate, the County shall pay to the Contractor ninety-five (95) percent of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the County shall at any time fail to make the Contractor a monthly

estimate at the time herein specified, such failure shall not be held to vitiate or void this contract.

GC-61 LIENS

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

GC-62 COMPLETION AND ACCEPTANCE OF WORK

The Contractor shall make final corrections promptly as instructed and/or listed in writing by the Engineer-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 County.

GC-63 FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the County, 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 County within ten (10) days after its preparation has been authorized as aforesaid, and the County shall within thirty (30) days after said final estimate is made and certified, pay the entire sum found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this contract. All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the County, shall be conclusive evidence of the work done and materials furnished.

GC-64 RELEASE OF LIABILITY

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

GC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES

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

account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

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

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

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

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

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

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

THIS SHEET LEFT BLNAK INTENTIOANLLY.

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 construct the 2021 Pavement Maintenance Program – Mill and Overlay as described herein. Said work shall include but not be limited to milling, asphalt overlay, on-site traffic control, full depth pavement patching (as directed by County), and all incidental and related work as shown on the Contract Documents and as described herein.

SC-6 COPIES OF CONTRACT (GC-6)

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

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

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

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

- B. The work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the County prior to the opening of the 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 – or Appendix sheets
 - 2. Technical Specifications
 - 3. Special Conditions
 - 4. General Conditions

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

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

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

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

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

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

SC-12 OWNERSHIP OF DRAWINGS (GC-12)

General Conditions GC-12 is modified as follows:

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

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

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

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

SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20)

General Conditions GC-20 is modified by adding the following:

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

- A. The Contractor shall take the necessary precautions to keep loose aggregate, mud and debris from being deposited onto open lanes of the existing, or offsite, paving during construction operations. Should aggregate mud and debris become deposited upon such open lanes of existing paving, the Contractor shall promptly remove it at no additional cost to the County.
- B. Before the work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning of streets, ditches, creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- C. It is the responsibility of the Contractor to coordinate all removal and construction activities with Utility Owners.
- D. The Contractor at their sole cost and expense will provide any water required along the project route in connection with the work to be performed.
- E. All power for lighting, operation of the Contractor's equipment, or for any other use by the Contractor, shall be provided by the Contractor at their sole cost and expenses.
- F. Temporary Traffic Control:
 - 1. Flagging and traffic control signing shall be in accordance with the contract documents and the MUTCD. It shall be the contractor's responsibility to check the traffic control devices each evening to make sure they are in place before leaving the jobsite.
 - 2. As a **SUBSIDIARY** obligation of the contract, the Contractor shall sign all road closures and establish such detours as needed and as approved by the County.
 - 3. Additionally the Contractor shall install proper signage to warn motorists of loose gravel and oil.
 - 4. All personnel utilized in traffic control shall be fluent in English. Fluency shall be as determined by the County in the Contractor's field personnel not meeting this requirement shall not be utilized in the work.
 - 5. Additionally drivers operating vehicles or equipment on public roads shall possess valid driver's licenses issued in the United States. The driver's license must be appropriate to the vehicle they are operating.

SC-25 METHODS OF OPERATION (GC-25)

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

In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for job site conditions during 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, County and all Contractors and subcontractors under the County, when they are ready for them to install their portions of their work and see that they comply within a reasonable amount of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by the County and/or proper authorities.
- C. Contractor or subcontractor may not put in place any work which will prevent observation and approval of previous work without first notifying the County, and/or proper authorities.

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

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

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

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

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

SC-34 MODIFICATIONS AND ALTERATIONS (GC-34)

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

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

Cost reduction proposals shall contain the following information:

1. A description of both the existing contract requirements for performing the work and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.

3. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

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

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

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

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

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

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

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

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

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

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contract in such an amount as the engineer may determine to be fair and equitable.

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

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

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- b. When a major item of work, as defined elsewhere in the contract is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to the portion of the work in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.

- c. The Contractor's attention is called to the Bid Form (Page 9) which allows the County to adjust the quantities upward or downward based upon the available funding. This may be in excess of the percentages noted above.

SC-35 EXTRA WORK (GC-35)

General Conditions GC-35 is modified as follows for numbers 2, 3 and 4 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 WORK ON NOTICE (GC-39)

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

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable length of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by

weather, the engineer will make an adjustment (excluding profit) and notify the contractor of their determination whether or not an adjustment of the contract is warranted.

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

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract. No contract adjustment will be made for utility delays.

SC-41 LAWS AND ORDINANCES (GC-41)

The following is added to GC-41:

No burning will be allowed.

SC-43 CHARACTER OF 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

New Year's Day	Friday, January 1 st
Martin Luther King, Jr Day	Monday, January 18 th
Presidents' Day	Monday, February 15 th
Truman's Birthday	Friday, May 7 th

Memorial Day	Monday, May 31 st
Independence Day	Monday, July 5 th
Labor Day	Monday, September 6 th
Veterans' Day	Thursday, November 11 th
Thanksgiving Day	Thursday, November 25 th
Thanksgiving Friday	Friday, November 26 th
Christmas Day	Friday, December 24 th

- B. The Contractor will need to coordinate with the County and/or their designated representative on the after-work week hours and weekend schedules. The standard work week hours that the contractor can work are from 7:30 a.m. to 4:30 p.m.
- C. Weekend work schedule(s) shall be coordinated and approved with the County prior to any construction.
- D. The Contractor shall take, at no additional cost to the County, whatever means are necessary including, but not necessarily limited to, working nights and weekends and double shifts, and providing temporary weather enclosures and temporary heat/ventilation during inclement weather to assure substantial completion of all work during the Contract Time.
- E. Prior to starting work, a pre-construction conference will be held to discuss the project, its scheduling, and its coordination with the work of others. It is expected that this conference will be attended by representatives of the County, the Engineer, the Contractor and their subcontractors, and the 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 County may wish to invite.
- F. Substantial Completion shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended user.

SC-49 LIQUIDATED DAMAGES (GC-49)

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

<u>Contract Amount</u>		<u>Calendar Day Assessment</u>
\$ 25,001	\$ 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)

- A. Modify GC-50, Tests of Materials offered by Contractor, by adding the following:
- B. Testing and quality control shall be in accordance with the technical specifications. All testing shall be provided and paid for by the County except as outlined in the technical specifications.
- C. 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's office for reviewing original submittals and fifteen (15) days in Engineer's office for reviewing re-submittals. However, Engineer will make every effort to promptly review such submittals and transmit comments to Contractor.
- D. The Prime Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.
- E. Submit certificates for the any aggregate materials used.
- F. 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 County.

SC-58 PAYMENT, PERMORMANCE AND MAINTENANCE BOND (GC-58)

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

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.

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 County. 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 may deem it necessary to ensure their accuracy. The Contractor shall furnish the Engineer 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, in order that corrections for overrun or under run may be made when desired.
- G. The County will not pay for, or be responsible for, unused materials, which may have been ordered by the Contractor in accordance with the quantities listed in the 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 such detailed information as requested to aid

them as a guide in the review of the payment application.

I. The Contractor shall submit payment estimates or certificates of payment to the County.

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

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

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

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

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

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

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

END OF SECTION

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TECHNICAL SPECIFICATIONS

TS-1 GENERAL

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

- Missouri Standard Specifications for Highway Construction, 2020 Third Edition January 2021, Missouri Highways and Transportation Commission.
- American Public Works Association (APWA) Kansas City Metropolitan Chapter Standard Specifications, Sections 2000 through 2900, current edition.
- Manual on Uniform Traffic Control Devices (MUTCD), current edition.

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

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

TS-2 MOBILIZATION

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

B. Basis of Payment: No direct payment will be made for Mobilization and shall be **SUBSIDIARY** to the unit price bid for the following items: Recycled Asphaltic Concrete (2")(RC Type 3-01).

TS-3 DIFFERING SITE CONDITIONS

The following requirement is hereby added to the contract:

- A. Prior to the beginning or during the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the affected work is performed.
- B. Upon written notification the County will investigate the conditions and if they determine that the conditions of the pavement materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment will be made and the contract modified in writing accordingly. The County will notify the Contractor of their determination whether an adjustment of the contract is warranted.
- C. No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

TS-4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

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

B. Traffic control and traffic control signs and devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Sections 612, 616, and 1041 of the Missouri Department of Transportation Standard Specifications except as herein modified.

Modify Section 616.3.1 to read as follows:

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

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

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

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

C. Replace Section 616.4, Basis of Payment, with the following:

For the Asphaltic Concrete Overlay portions of the work, signs and other traffic control devices specified in the traffic control plan or authorized by the County will be **SUBSIDIARY** to the unit bid price for Asphaltic Concrete Overlay (2")(RC Type 3-01). No separate measurement or payment will be made.

TS-5 RESIDENT AND BUSINESS NOTIFICATION

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

TS-6 ROAD PREPARATION

Jackson County Public Works Road & Bridge Division will provide all the road preparation such as base repair and patching prior to the asphalt overlay. It is the County's goal to have all this work complete by late Spring. However extreme acts of weather may cause some delay in project schedule.

TS-7 ASPHALTIC CONCRETE OVERLAY (2")(RC TYPE 3-01)

Asphaltic concrete pavement shall be in accordance with APWA Standard Specifications Section 2205, 2017 Edition.

- A. The asphaltic concrete mix for the overlay shall be APWA RC Type 3-01 and meet the requirements of APWA Section 2205.
- B. See Appendix B for the Road List and Quantities.
- C. On the chip sealed roadways, the Contractor shall place a surface wedge that matches the width of each driveway crossed to tie in the new roadway surface to the existing driveway. The maximum length shall be 10-feet.
- D. On the chip sealed roadways, the Contractor shall cut a 2-inch header at the ends of the project and at each sideroad to match existing grade. Creating the headers shall be **SUBSIDIARY** to "Asphaltic Concrete Overlay (2")(RC Type 3-01)(Chip Seal Roads)".
- E. Measurement shall be in accordance with Section 2205.10.B. This states that asphaltic concrete pavement will be measured per ton or tenth part thereof.
- F. Payment for the asphaltic concrete mixture used in the work will be made at the contract unit price bid for "Asphaltic Concrete Overlay (2")(RC Type 3-01)". The unit price bid shall include all costs associated with the procurement, production, hauling, preparing surface for placement, tack coating, paving operation, temporary traffic control, compaction, and all other miscellaneous work required.

TS-8 TACK COAT

- A. General: This work shall consist of treating a milled roadway base with bituminous material in accordance with these specifications, as shown on the Plans, or as directed by the County.
- B. Asphalt Material: The type and grade of asphalt material to be used as tack coat shall be SS-1h or approved equal. The rate of application shall be 0.05 to 0.15 gallons per square yard.

Asphalt materials shall be approved by the County prior to use in the work. The County may accept a certified analysis by the material supplier laboratory when a copy of the certified analysis accompanies each shipment of asphalt to the project. The County reserves the right to perform tests of the asphalt received on the job.

- C. Construction:
 - 1. Preparation of Existing Surface: 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. Application of Asphalt Material: Asphalt emulsion shall be applied uniformly with a pressure distributor at the rate specified above. Water may be added to the asphalt emulsion and mixed therewith in such proportion that the resulting mixture will contain no more than 50% of added water, the quantity of added water to be approved by the County. The application of the resulting mixture shall be such that the original emulsion will be spread at the specified rate. The asphalt emulsion shall be heated at the time of application to a temperature in accordance with the manufacturer's recommendation. The tack shall be properly cured and the tacked surface shall be cleaned of dirt and other foreign material before the next course is placed.

The tack coat shall be applied in such manner as to cause the least inconvenience to traffic and to permit one-way traffic without pickup or tracking of the asphalt emulsion.

- D. Measurement: Tack coat for the project will not be measured.
- E. Payment: The placement of tack coat, including the labor materials, and roadway preparation, shall be **SUBSIDIARY** to Asphaltic Concrete Overlay (2") (RC Type 3-10).

TS-9 PRIME COAT

A. General: This work shall consist of treating a prepared roadway base with bituminous material in accordance with these specifications, as shown on the Plans, or as directed by the County.

B. Material:

1. Asphalt Material: The type and grade of asphalt material to be used as prime coat shall be MC-30 or MC-70. The rate of application shall be 0.1 to 0.3 gallons per square yard.
2. Sand Cover: If used, the sand blot material shall be any clean granular mineral meeting the following grading requirements. When tested with laboratory sieves 100% shall pass the No. 4 sieve and not more than 2% shall pass the No. 200 sieve. The moisture content of the sand shall not exceed 3% by weight.
3. Asphalt materials shall be approved by the County prior to use in the work. The County may accept a certified analysis by the material supplier laboratory when a copy of the certified analysis accompanies each shipment of asphalt to the project. The County reserves the right to perform tests of the asphalt received on the job.

C. Construction:

1. Preparation of Existing Chip Sealed Surface: The chip sealed roadway surface shall be swept and cleared of loose material. The Contractor is not required to grade or shape the existing surface to the standard County cross section. The cross slopes will be developed in the placement of the new asphaltic concrete surface.
2. Application of Asphalt Material: Bituminous material shall be applied to the width of the section to be primed by means of a pressure distributor in a uniform, continuous spread. The subgrade shall be moistened before the prime is applied. The primer shall be heated at the time of application to a temperature in accordance the manufacturer's recommendation.

Care shall be taken that the application of bituminous material at overlap locations is not in excess of the specified quantity, per square yard. Building paper shall be placed over the end of the previous applications and the joining application shall start on the building paper. Building

paper used shall be removed and satisfactorily disposed of. Pools of primer material remaining on the surface after the application shall be removed.

3. Application of Sand Cover: If the asphalt material is not completely cured within the maximum specified curing time, sufficient sand shall be spread over the surface with a mechanical spreader to blot up the excess asphalt. The rate of application shall be sufficient to control the excess asphalt material. Prior to placing an asphalt paving course, all loose sand shall be swept from the primed surface.

D. Measurement: Prime coat for the project will not be measured.

E. Payment: The placement of prime coat, including the labor materials, roadway preparation, sand cover, sweeping shall be **SUBSIDIARY** to Asphaltic Concrete Overlay (2")(RC Type 3-10).

TS-10 COLD MILLING

A. General: This work shall consist of furnishing of all labor, materials and equipment for the performance of cold milling pavement surfaces as shown on the Plans. This work will consist of the removal of the existing surface, loading, hauling, and stockpiling, if required, of the milled material and the cleaning of the milled surface.

B. Construction.

1. Cold Milling Machine: The cold milling machine shall be self-propelled and able to automatically control grade and slope of the milled surface. Operate the automatic grade and slope control from a travelling stringline a minimum of 30 feet long, attached the milling machine and operating parallel to the direction of travel. Other methods of positive grade control may be used if approved by the County. The machine shall have the means of milling without damaging the remaining pavement (torn, gouged, shoved, broken, etc.). The machine shall be capable of blading the cuttings into a single windrow or depositing them directly into a truck.

It is desirable that the cutting width be greater than 6 feet. In the event the cutting width is less than 6 feet, a system of electronic grade control for consecutive passes will be required. The usage of cold milling machines of a lesser width will be allowed in areas necessitating it and electronic controls will not be required in these areas.

2. Methods of Operations for Milling: Street surfaces adjacent to manholes, water valves and other utility extensions shall be completely removed to the full depth of cut specified for the street unless otherwise specified by the County.

The drum lacing patterns shall produce a smooth surface finish after milling, with groove depths not to exceed 1/4 inch and groove spacing not to exceed 1 inch unless otherwise approved by the County.

3. Type of Cuts to be made by Milling: Sufficient passes shall be made such that all irregularities or high spots are eliminated, and that 100% of the surface is milled. In addition, the curb cut depth at the edge of the curb and at headers will be 2" where applicable.
4. Material Disposal: Pavement millings are the property of the County and shall be hauled to the locations included in Appendix C. The Contractor shall coordinate with the Road & Bridge staff for the delivery of the Stillhouse Road millings to the Masker Road and Corn Cemetery Road project sites. Time and locations of this hauled material shall be discussed with Road & Bridge

staff during the pre-construction meeting. The alternative site to place the millings will be the County's facility at Blue-Grey Park. The Major Road millings will be delivered to the County's facility at Blue-Grey Park. The Colbern Road millings will be delivered to the County's Blue Springs No. 2 site. Any changes to the discussed haul locations shall be communicated with the County Inspector prior to making any changes.

The pavement millings from the Parks + Rec project site shall be the property of the Contractor.

5. Cleanup: All loose asphalt and debris shall be removed from the street surface and curb and gutter. Any material and debris that adheres to the curb and gutter shall be removed.
 6. Opening to Traffic: If the milled area will be opened to traffic prior to surfacing, provide a smooth riding surface by either milling or placing a wedge of hot mix asphalt or other approved material of a thickness and design that will remain in place under traffic. The transition between the milled area and transverse joints shall be a minimum of 1 vertical to 24 horizontal. The transition between the milled surface and manholes, utility fixtures or other appurtenances shall be a minimum of 1 vertical to 12 horizontal. Transitions shall be removed prior to surfacing.
- C. Measurement: Cold milling shall be measured per square yard or tenth part thereof for the specified depth.
- D. Payment: Cold Milling will be made at the contract unit bid price for "2" Cold Milling".

TS-11 FORCE ACCOUNT

- A. The Contractor shall perform other unforeseen work, for which there is no condition included in the contract, whenever it is deemed necessary or desirable to complete the work as designated by the County. Such work shall be performed in accordance with the Standard Specifications and as directed by the Engineer.
- B. Payment for the work performed under this Technical Specification shall be made in accordance with the 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".

TS-11 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. This price adjustment applies to only bid items "Asphaltic Concrete Overlay (2)"(RC Type 3-01)". There is a \$50,000 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.

END OF SECTION

APPENDIX

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DOOR HANGER NOTIFICATION

Your street has been designated for roadway maintenance. Surface milling and resurfacing operations will begin tomorrow. We apologize for any inconvenience this may cause, but.....

ALL CARS MUST BE OFF THE STREET.

MILLING AND HOT-MIX ASPHALT OVERLAY:	The first step is to mill off the top few inches of the roadway surface. Repairs to the pavement may also be completed during this first step. The final step will be the placement of the hot-mix asphalt pavement.
TOMORROW:	Your assistance is requested! Weather permitting, the Contractor will be blocking off your street at 7:00 A.M. to begin the roadway milling or pavement overlay. <u>Cars not moved will be towed to a nearby street out of the way of construction work.</u> In addition, please turn off sprinklers during the daytime hours during construction. Water will damage new asphalt paving and cause premature potholing. When the barricades are taken down later in the day, you may use the street.
IN CASE OF RAIN:	Roadway operations will be postponed if it rains. Paving may start on the first day of dry weather without any additional notice. If unable to complete pavement overlay in one (1) day, the street will be open overnight but closed the next morning at 7:00 A.M.
QUESTIONS?	Call the Contractor at _____. Thank you for your assistance.

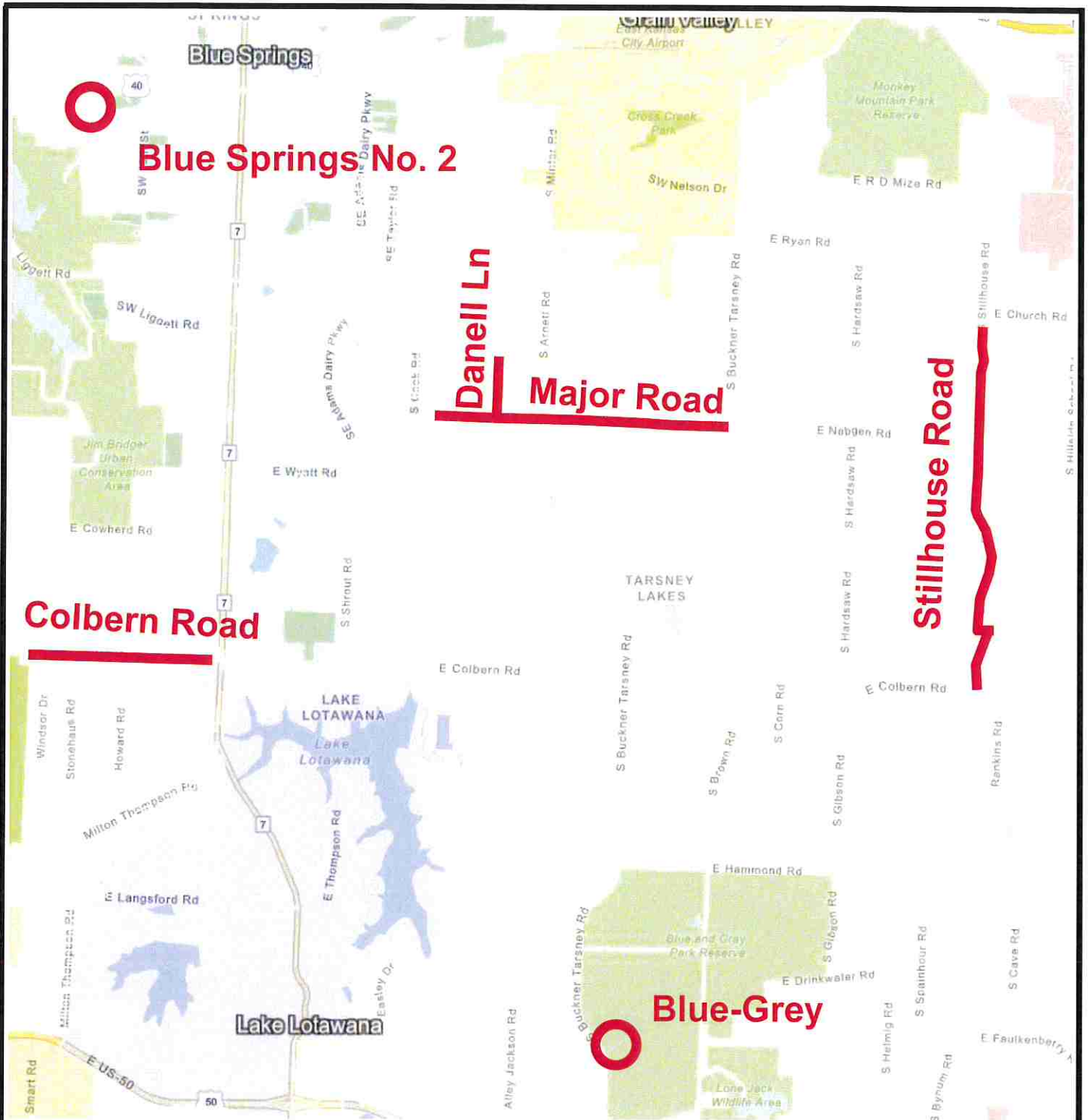
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2021 Road Program - Mill and Overlay County Project No. 3248 Public Works Department Work Tasks															
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Sidestreets/ Intersection Fillets (SF)	Total Milling Area (SF)	Total Milling Area (SY)	Milling Depth (in)	Milling Depth (ft)	Overlay Depth (Inch)	Overlay Depth (ft)	Asphalt Overlay Volume (CF)	Asphalt Overlay (TONS)	Surface Irregularities (TONS)
Colbern Road	Cyclone Lane/ Pavement Change	MO Route 71 Pavement Change	7,230	Varies	371,643	17,521	389,164	43,240	2	0.167	2	0.167	64,861	4,864.6	243.2
Major Road	Blue Springs City Limits	Buckner Tarsney Road	12,430	24.5	304,731	2,400	307,131	34,126	2	0.167	2	0.167	51,188	3,839.1	192.0
Danell Lane	Major Road	Dead End	2,633	Varies	64,856	592	65,448	7,272	2	0.167	2	0.167	10,908	818.1	40.9
Stillhouse Road	Colbern Road	Church Road/ Pavemen Change	16,334	20.5	347,290	655	347,945	38,661	2	0.167	2	0.167	57,991	4,349.3	217.5
TOTALS =								123,299						14,565	

2021 Road Program - Chip Seal Roads Overlay County Project No. 3248 Public Works Department Work Tasks													
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Driveway Wedging (10' Max.) (SF)	Total Road Prep Area (SF)	Total Road Prep Area (SY)	Overlay Depth (Inch)	Overlay Depth (ft)	Asphalt Overlay Volume (CF)	Asphalt Overlay (TONS)	Surface Irregularities (TONS)
Harris Road	County Line Road	MO 150 Highway	6,600	20	132,000	3,380	135,380	15,042	2	0.167	22,563	1,692.3	169.2
Old Twyman Road	Twyman Road (N)	Twyman Road (S)	2,112	16	33,792	960	34,752	3,861	2	0.167	6,792	434.4	43.4
Stoney Point Road	Stoney Point School Road	Grain Valley CL	2,640	20	52,800	1,350	54,150	6,017	2	0.167	9,025	676.9	67.7
Stoney Point School Road	Arnett Road	Stoney Point Road	4,488	20	89,760	3,020	92,780	10,309	2	0.167	15,463	1,159.8	116.0
Stoney Point School Road	Stoney Point Road	Buckner Tarsney Road	6,600	20	132,000	6,860	138,860	15,429	2	0.167	23,143	1,735.8	173.6
TOTALS =								35,616				6,269	

2021 Road Program - Mill and Overlay County Project No. 3248 Parks + Rec Department Work Tasks															
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Sidestreets/ Intersection Fillets (SF)	Total Milling Area (SF)	Total Milling Area (SY)	Milling Depth (in)	Milling Depth (ft)	Overlay Depth (Inch)	Overlay Depth (ft)	Asphalt Overlay Volume (CF)	Asphalt Overlay (TONS)	Surface Irregularities (TONS)
East Park Road	Ligget Cove Road	3,760 feet East	3,760	19	71,440	0	71,440	7,938	2	0.167	2	0.167	11,907	893.0	134.0
TOTALS =								7,938					1,027.0		

- Notes:
- 1) Surface irregularities for the Public Works roadways was calculated at 5% of the asphalt overlay quantity.
 - 2) Surface irregularities for the Parks + Rec roadway was calculated at 12% of the asphalt overlay quantity due to pavement conditions.
 - 3) The estimated unit weight for calculations of the asphaltic concrete surface was 150 lbs./CF.



Project Sites:

- Colbern Road** (Pavement Change near Cyclone Lane to Highway 7)
- Major Road** (Blue Springs City Limit to Buckner-Tarsney Road)
- Danell Lane** (Major Road to Dead End)
- Stillhouse Road** (Colbern Road to ELW Cummins Road to Church Road)

Haul Sites:

- Blue Springs No. 2** (40 Highway and Quarry Road)
- Blue-Grey** (West side of Blue-Grey Park off of Buckner-Tarsney Road)

PROJECT NUMBER:	
DRAWING NAME:	sitemap.pptx
DATE:	February 24, 2021
DESIGNED BY:	EL Johnson, PE
CHECKED BY:	
APPROVED BY:	

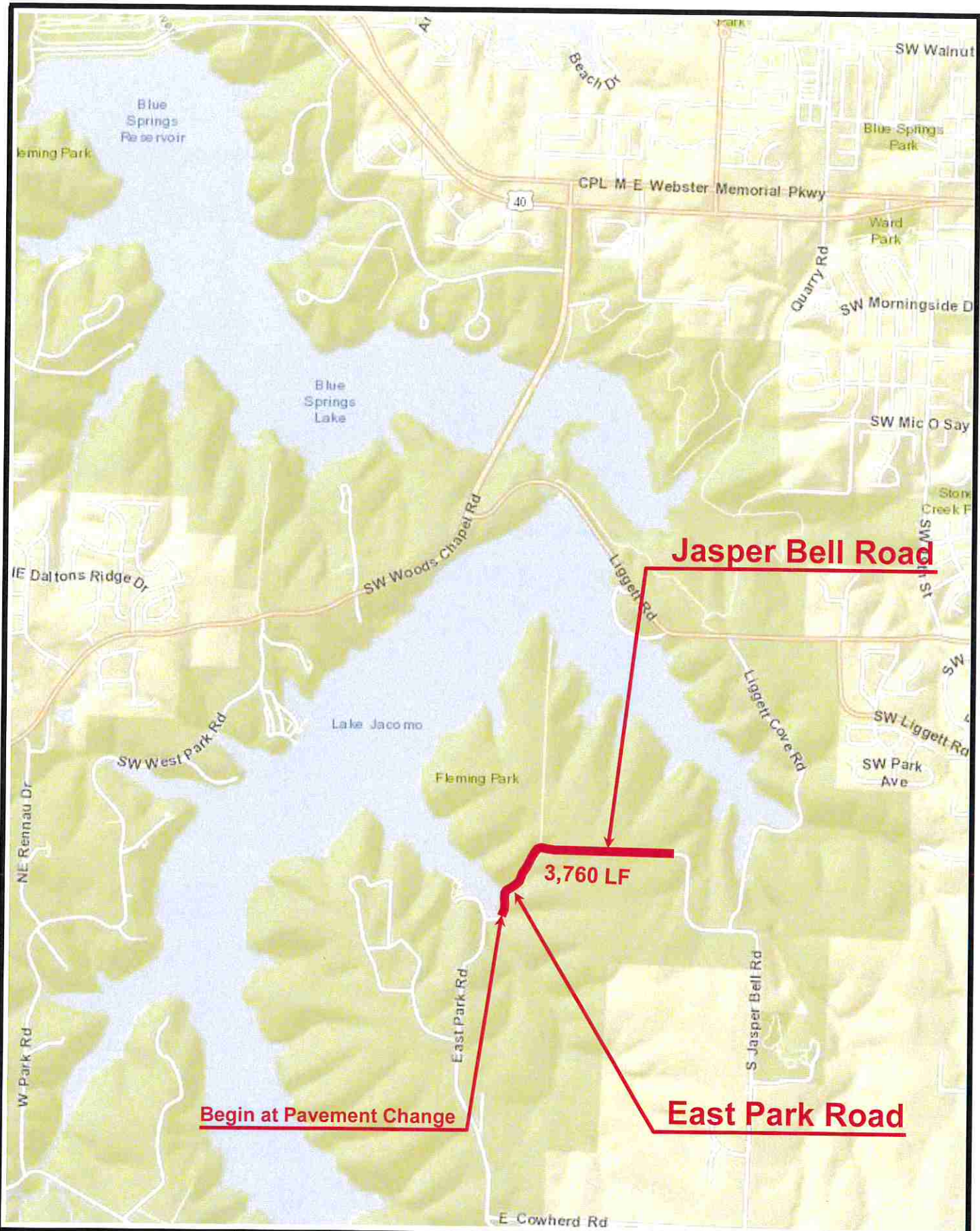


2021 Road Program – Mill and Overlay

PROJECT MAP

C1

Appendix



PROJECT NUMBER:	
DRAWING NAME:	sitemap.pptx
DATE:	February 24, 2021
DESIGNED BY:	EL Johnson, PE
CHECKED BY:	
APPROVED BY:	

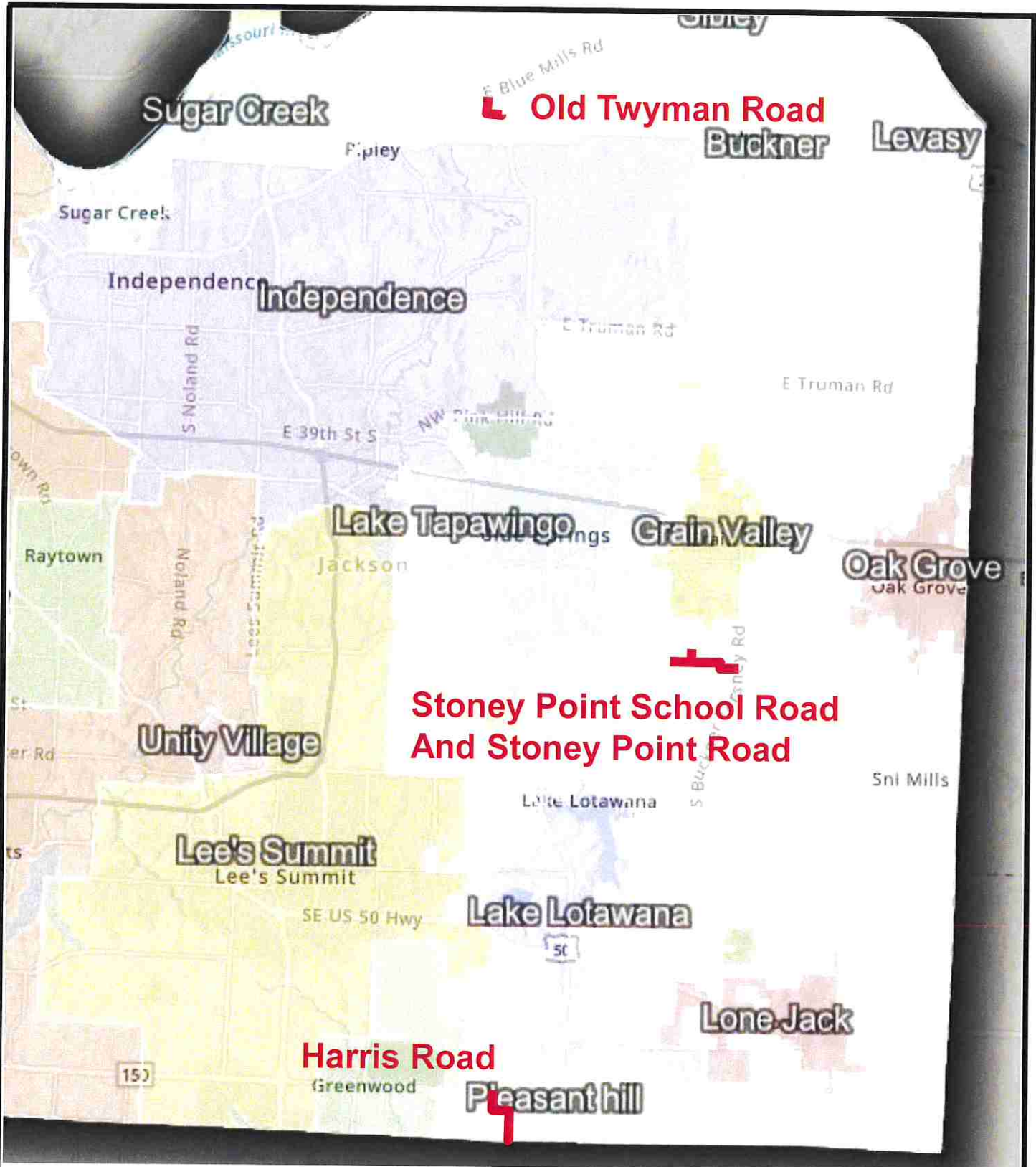


2021 Road Program – Mill and Overlay

PROJECT MAP

C2

Appendix



Project Sites:

- Harris Road** (Cass County Line to Missouri 150 Highway)
- Old Twyman Road** (Twyman Road (N) to Twyman Road (S))
- Stoney Point Road** (Stoney Point School Road to Grain Valley City Limits)
- Stoney Point School Road** (Arnett Road to Buckner Tarsney Road)


PROJECT NUMBER:	
DRAWING NAME:	sitemap.pptx
DATE:	February 24, 2021
DESIGNED BY:	EL Johnson, PE
CHECKED BY:	
APPROVED BY:	



2021 Road Program – Overlay Chip Seal Roads

PROJECT MAP

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PROJECT NUMBER:			2021 Road Program	C4
DRAWING NAME:	sitemap.pptx			
DATE:	February 24, 2021			
DESIGNED BY:	EL Johnson, PE			
CHECKED BY:				
APPROVED BY:				Appendix