

CONTRACT AGREEMENT

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

Superior Bowen Asphalt Co., LLC

a MISSOURI CORPORATION Party of the Second Part and hereinafter called the Contractor,

WITNESSETH

THAT WHEREAS, in accordance with law, the Owner has caused Contract Documents to be prepared and **Invitation to Bid No. 122-22** for Jackson County Project: **Road Maintenance Project**, and

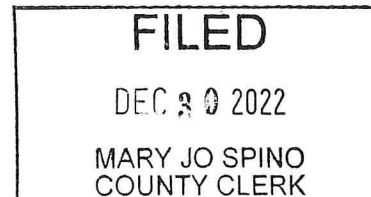
WHEREAS, the Contractor, in response to the Invitation to Bid, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of the Invitation to Bid, and

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

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

ARTICLE I. That the Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and professional manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined, which are incorporated herein by reference as if fully set forth. The Contract Documents consist of all the of the following:

1. This Agreement
2. Performance and Maintenance Bonds. (together with power of attorney)
3. Introduction and Question Procedure
4. Bidding Requirements
5. Award Requirements
6. Purchasing Information
 - a. General Terms and Conditions
 - b. Certificate of Compliance Notice
 - c. Insurance Requirements
 - d. State of Missouri Wage Determinations
7. Purchasing Forms
 - a. Affidavit
 - b. Statement of No Bid
 - c. Acknowledge of Receipt of Addenda
 - d. Exhibit F Bidder's Exceptions to Specifications of Invitation to Bid
 - e. JCMO Contractor Utilization Plan
 - f. Excel Spreadsheet Bid Form



CONTRACT AGREEMENT (cont.)

- g. Acknowledgement
- 8. Site Information
- 9. Proposed Work, Local Conditions Affecting Work, Period of Performance
- 10. Safety Training
- 11. OSHA Training Requirements
- 12. Project Award
- 13. Public Works General Conditions
- 14. Technical Specifications
- 15. Olsson Design Plans

As included in the bid documents said documents forming the Contract Agreement 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 Owner's official award of this Contract to the said Contractor, such award being based on the acceptance of the Owner of the Contractor's Bid.

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

Two Million, One Thousand, One Hundred Thirty-Six Dollars

(\$ 2,001,136.00) 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 Owner 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. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner and that the Owner 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 Owner agrees to pay the Contractor in the manner and in the amount provided in the said specifications and Bid.

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Ordinance No. 5704

of November 28, 2022, these presents to be executed in its behalf by its duly authorized agent, and the said Party of the Second Part has hereunto set its hand and seal.

Recommended by:

Michele Newman

Michele Newman
Director of Parks + Rec

December 29, 2022

Date

Bob Crutsinger

Bob Crutsinger
Director of Finance and Purchasing

Date

12-30-2022

Approved to form this 30th day of December, 2022.

Bryan O. Givinsky

County Counselor

Attest:

Mary Spino
Clerk of the Legislature

Contractor
Seal (if applicable)

By:

Mathew J. Bowen
Second Party (Contractor)
Mathew J. Bowen, CEO

Attest:

Julie Vaah



PERFORMANCE BOND

Title: Road Maintenance Project

KNOW ALL MEN BY THESE PRESENTS: That

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

Travelers Casualty and Surety Company of America, (SURETY), licensed to do business as such

in the State of Connecticut, 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

Two Million, One Thousand, One Hundred Thirty-Six Dollars

(\$ 2,001,136) 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 **Road Maintenance** 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 30th day of December, 2022.

CONTRACTOR

Name, address and facsimile number of Contractor
Superior Bowen Asphalt Co., LLC
520 W Pennway, Suite 300
Kansas City, MO 64108
816-912-3224

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

By: 
Title: Mathew J. Bowen, CEO

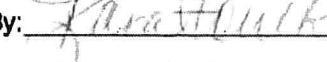
(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Travelers Casualty and Surety Company of America
One Plaza Tower
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: 
Title: Attorney-In-Fact
Date: December 29th, 2022

(Attach seal and Power of Attorney)





MAINTENANCE BOND

Title: Road Maintenance Project

KNOW ALL MEN BY THESE PRESENTS, that we,

Superior Bowen Asphalt Co., 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 "Owner," in the penal sum of

Two Million, One Thousand, One Hundred Thirty-Six Dollars

(\$ 2,001,136.00)

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

WHEREAS, on the 28th day of November, 2022, the Contractor
entered into a written contract with the Owner for the conditions of this obligation are such

that if, during a maintenance period of TWO (2) year(s) 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 Owner 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.

MAINTENANCE BOND (Continue)

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

Brush Creek, LLC 520 W Pennway, Suite LL, Kansas City, Missouri 64108

on the 29th day of December, 2022.

Superior Bowen Asphalt Co., LLC (SEAL)
Contractor

By: *Mathew J. Bowen*
Mathew J. Bowen, CEO

Travelers Casualty and Surety Company of America
Surety Company

By: *Kurt Gault*
Attorney-in-Fact

By: *Nate T. Howe*
Missouri Agent

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: *Kurt Gault*

Title: Attorney-In-Fact

Date: December 29th, 2022

(Attach seal and Power of Attorney)



REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 2,001,136, which is hereby authorized.

12-30-2022


Director, Department of Finance and Purchasing

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
013-1608	58040	\$2,001,136

FMS CONTRACT NUMBER ASSIGNED TO THIS
CONTRACT: 160822008 000 ML

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 Director, Department of Finance and Purchasing, and all made a matter of record before the County is liable therefore.

Director, Department of Finance and Purchasing
Jackson County, Missouri

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



 Anna P. Nowik, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of November, 2022



 Kevin E. Hughes, Assistant Secretary

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