THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

VALONALATE MENERY THESE PRESENTS THAT ME		
KNOW ALL MEN BY THESE PRESENTS, THAT WE Ge 8422 South 7 Highway, Blue Springs, MO 64014	nesis Environmental Solutions,	Inc.
as Principal, hereinafter called the Principal, and Swiss Re 1200 Main Street, Suite 800, Kansas City, MO 64105	Corporate Solutions America In	nsurance Corporation
a corporation duly organized under the laws of the State of		MO
as Surety, hereinafter called the Surety, are held and firmly		
Jackson County Courthouse, Attn. Purchasing Dept. 415 E. 12th S	t. Ground Floor,Room G1, Kansas	City, MO 64106
as Obligee, hereinafter called the Obligee, in the sum of	Five Percent of Amount Bid	
	Dollars (\$	5%),
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly a		
WHEREAS, the Principal has submitted a bid for Raytown	n Crossing Project, 6540 Railroa	ad Street, Raytown, MO, ITB No.
24-050, Jackson County Project No. 2023-02		
NOW, THEREFORE, if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and Contract Documents with good and sufficient surety for t payment of labor and materials furnished in the prosecutio such Contract and give such bond or bonds, if the Princi penalty hereof between the amount specified in said bid ar contract with another party to perform the Work covered by to remain in full force and effect. Signed and sealed this	give such bond or bonds as ma the faithful performance of suc n thereof, or in the event of the pal shall pay to the Obligee th nd such larger amount for which	ny be specified in the Hilling or h Contract and in the Nije Nije I promise failure of the Thingies to enter a difference not to exceed the on the Obline may in your sails
Buofe Brain (Witness)	Genesis Environmental Solution (Principal) By: Manual Solution (Principal)	Seal) Home Restor
Joshua Eichem (Witness)	Swiss Re Corporate Solutions (Surety) By: Attorney-in-Fact Charissa D. W	America Insurance Corporation (Seal) WUSM ilson (Title)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Charissa D. Wilson

Principal: Genesis Environmental Solutions, Inc.

Obligee: Jackson County, MO

Bond Description: Raytown Crossing Project, 6540 Railroad Street, Raytown, MO, 1TB No. 24-050, Jackson County Project No. 2023-02

Bond Number: Bid Bond Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF. SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER , 20 22

State of Illinois County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER 20 22 , before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

> OFFICIAL SEA **CHRISTINA MANISCO** NOTARY PUBLIC, STATE OF ALIMONS My Commission Expires March 28, 2026 Mitma Manieco

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of

> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

BID FORM

Invitation to Bid No. 24-050



Jackson County, Missouri Parks + Rec

Rock Island Trail - Raytown Crossing

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	I	LS	21824.31	21824.31
2	Clearing, Grubbing & Demolition	0.87	AC	19808.69	17233.56
3	Construction Staking	1	LS	7082.51	7082.51
4	Embankment	105	CY	64.38	U759.90
5	Unclassified Excavation	1049	CY	28.16	23245.84
6	Subgrade Stabilization	3578	SY	17.44	U2400.32
7	5" Concrete Pavement & 4" Untreated Compacted Aggregate	1796	SY	18.78	141488.88
8	7" Concrete Pavement & 4" Untreated Compacted Aggregate	1782	SY	86.53	154194.46
9	6"-Untreated Compacted Aggregate (placement south of paved area)	617	SY	12.84	1922.28
10	Curb & Gutter	116	LF	49.22	5709.52
11	54"x18"x18" Limestone Blocks	41	EA	593.25	24323.25

12	Remove and Replace Existing Limestone Blocks	5	EA	652.58	201000
13	Biodegradable Log (Straw Wattle)	202	LF		3262.90
				5.64	1139.28
14	Regulatory Sign, ADA Parking	4	EA		
				474.60	1898.40
15	Nose in Parking Sign	3	EA		
				474.60	1423.80
16	Pavement Marking, ADA parking	4	EA		
				142.38	569.52
17	Pavement Markings, 4" Solid	1204	LF		
	White Stripe			1.78	2143.12
18	Pavement Markings, 6"	526	LF		
	Dashed Yellow Stripe			2.37	1246.62
19	Precast Concrete Wheel Stop	3	EA		
				296.63	889.89
20	Temporary Traffic Control	Ţ	LS		
				6232.70	6232.70
21	Permanent Seed	0.01	AC		
**		<u>-</u>		59325.14	593.25
22	Force Account (set by County)	1	FA	\$60,000.00	\$60,000.00
			Total Bi	d for Project =	551586.31

Five Hundred Fifty One Thousand Five thurdred Eighty Six & 31/Total Amount of Bid for Project (Typed or Written)

<u> Bienesis</u>	Environmental Solutions, Inc.
	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.

AFFIDAVIT

STATE OF MISSOURI
COUNTY OF JACKSON) SS.
Genesis of the city of Blue Springs County of Jackson State of Mo being duly sworn on her or his oath, deposes and says,
1. That I am the PVESIGENT (Title of Affiant) of GIENESIS (Name of Bidder and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquir as to the representations herein.
 No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder i offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership o publicly traded stock of bidder).
 If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
 Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
 Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
By: Manual (Name of Bidder) (Name of Bidder) (Name of Bidder)
Subscribed and sworn to before me this 13 day of August, 20
NOTARY PUBLIC in and for the County of JUCKSON (SEAL)
State of MO My Commission Expires: 2/1/27 Brooke Brain

BROOKE BIAS

Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 15221794
My Commission Expires Feb 1, 2027

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

in accordance with information, instructions, and stipulations set forth therein.	and that this Bid is submitted
C:	8 13 24
Signature of Respondent Clavesis	Date
8422 87 Hwu	
Address	ali agreata
Islue Springs, Mo 64014 City, State, and Zip	8162345400 Phone

EXHIBIT F

BIDDER'S EXCEPTIONS TO SPECIFICATIONS OF JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 24-050

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. <u>READ THIS PARAGRAPH CAREFULLY.</u>

The following exceptions to the Specifications of Invitation to Bid No. 24-037 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	was to the state of the state o
	And the second s
·	
Name of Firm:	
Signature of Bidder:	



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

JACKSON COUNTY, MISSOURI MBE/WBE/VBE PARTICIPATION AFFIDAVIT

ITB/RFP/RFQ Number: 24-050
ITB/RFP/RFQ Title: Raytown Crossing Project
Contracting Department: Parks + Rec Department
Respondent: Gienesis
I, Jamie Howard , of lawful age and upon my oath state as follows:
1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above ITB/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above.
The goals set by Jackson County, Missouri are: 9.5 %MBE 11.7 %WBE 9.5 %VBE
2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid: 20 %MBE
INTERNAL USE ONLY
CUP RECEIVED:CUP APPROVED:
GFE RECEIVED: GFE APPROVED:
CUP REVISED: REVISION APPROVED:
APPROVED GOALS: MBE VBE OTHER
RES/ORD: AMT AWARDED:
NOTES:

MBE SUBCONTRACTORS

A.	MBE Firm:	Genesis	INTERNAL USE
	Address line 1:	8422 S7 Hwy	ONLY
	Address line 2-including County:	Blue Springs-Jackson	Certifying Agency:
-	Telephone Number:	8142295900	КСМО
	President/Owner:	M. Shaun Thomas	State of MO
	Email Address:	jhoward a genesisenin	com
	Certifying Agency:	mo, komo	Approved: Y N
	Expiration Date of Certification:	2125	
	Scopes of Work Utilized:	concuett, earth work	Contract Value:
	Percentage of Contract Awarded:	20	\$
В.	MBE Firm:		
<u>.</u>	Address line 1:		INTERNAL USE ONLY
<u> </u>	Address line 2-including County:		
	Telephone Number:		Certifying Agency:KCMO
	President/Owner:		State of MO
	Email Address:		otate of mo
	Certifying Agency:		Approved: Y N
	Expiration Date of Certification:		
	Scopes of Work Utilized:		Contract Value:
	Percentage of Contract Awarded:		\$
C.	MBE Firm:		
U.	and the state of t		INTERNAL USE ONLY
	Address line 3 including County		
<u>_</u>	Address line 2-including County:		Certifying Agency:
	Telephone Number:		KCMO
	President/Owner:		State of MO
	Email Address:		Annwared: V M
	Certifying Agency:		Approved: Y N
	Expiration Date of Certification:		Anna Levien
	Scopes of Work Utilized:		Contract Value:
	Percentage of Contract Awarded:		\$

	 	TOTAL MBE	VALUE:	\$ 10317	20	

WBE SUBCONTRACTORS

A.	WBE Firm:	County Brook Lamscapes	INTERNAL USE
···	Address line 1;	18860 State Route J Huy	
	Address line 2-including County:	Raymore-Cass	Certifying Agency:
•	Telephone Number:	8168557016	KCMO
	President/Owner:	Alexandria & Cameron Ha	State of MO
	Email Address:	info@country Brook landsc]''
	Certifying Agency:	MO	Approved: Y N
	Expiration Date of Certification:		
	Scopes of Work Utilized:	landscape	Contract Value:
	Percentage of Contract Awarded:		\$
В.	WBE Firm:	IM Lillia Expanding	
<u> </u>	Address line 1:	JA Lillia Excavating 11/15 173rd St	INTERNAL USE ONLY
	Address line 2-including County:	BUIS 173rd SI BUITON - Cass	Certifying Agency:
•••	Telephone Number:	8143312280	KCMO
	President/Owner:	Kisty Lillia	State of MO
	Email Address:	Kristi à jalillia com	
	Certifying Agency:	Kcmo	Approved: Y N
	Expiration Date of Certification:	Jan 2025	
	Scopes of Work Utilized:	Soil Stable raction	Contract Value:
	Percentage of Contract Awarded:	8.43	\$
C.	WBE Firm:	Rising Construction	INTERNAL USE
	Address line 1:	1206 NW Bouttree Dr	ONLY
	Address line 2-including County:	Brain Vulley-Jackson	Certifying Agency:
	Telephone Number:	8168675055	KCMO
	President/Owner:	Knisten Rising	State of MO
	Email Address:	Kristenrarisingconsi.co	1
	Certifying Agency:	Kcmo	Approved: Y N

Percentage of Contract Awarded: 3.41	3	
TOTAL WBE VALUE:	\$88594	.50
*** Add Additional Pages as Necessary ***	<u> </u>	

Traffic, Evosion Control

Contract Value:

Expiration Date of Certification:

Scopes of Work Utilized:

VBE SUBCONTRACTORS

A.	VBE Firm:	Ronh Trucking	INTERNAL USE
	Address line 1:	1701 Manrasen'st	ONLY
<u> </u>	Address line 2-including County:	Dak Brove-Jackson	Certifying Agency:
	Telephone Number:	9139405123	KCMO
	President/Owner:	Rohn Thomas	State of MO
	Email Address:		
	Certifying Agency:	mo	Approved: Y N
	Expiration Date of Certification:	Feb 2027	
	Scopes of Work Utilized:	Thuking	Contract Value:
	Percentage of Contract Awarded		\$
В.	VBE Firm:		INTERNAL USE
	Address line 1:		ONLY
	Address line 2-including County:		Certifying Agency:
	Telephone Number:		KCMO
****	President/Owner:		State of MO
	Email Address:		/ 2 ====================================
	Certifying Agency:		Approved: Y N
	Expiration Date of Certification:		
	Scopes of Work Utilized:		Contract Value:
	Percentage of Contract Awarded:		\$
C.	VBE Firm:	· · · · · · · · · · · · · · · · · · ·	INTERNAL USE
	Address line 1:		ONLY
	Address line 2-including County:		Certifying Agency:
	Telephone Number:		KCMO
·. · · · ·	President/Owner:		State of MO
·····	Email Address:		
	Certifying Agency:		Approved: Y N
	Expiration Date of Certification:		
	Scopes of Work Utilized:		Contract Value:
	Percentage of Contract Awarded:		\$

TOTAL VBE VALUE: | \$54399.19

^{***} Add Additional Pages as Necessary ***

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

List of Intended Subcontractors:

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

Good Faith Effort:

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

Contractor Modification Form:

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

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

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

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

Respondent Primary Contact (Print): Vamil Howard	
Title: PM Email: MOWard a	genesisenmin House
Date: 8 13 94 Phone: 814229591	William Constitution of the Constitution of th
Signature: Date: 8 3 24	SE CEAL S
NOTABIZED	2004
Subscribed and sworn to before me this 13 day of August, 202	21 MISSOURING
My Commission Expires: Allon Burnel Buin	NOTARY PUBLIC
Willoge Color	Attach Corporate Seal if applicable
BROOKE BIAS Notary Public - Notary Seal Jackson County - State of Missouri Commission Number 15221794 My Commission Expires Feb 1, 2027	

RESPONSIBLE BIDDER AFFIDAVIT

For Jackson County, Missouri Construction Projects

Pursuant to Jackson County, Missouri Ordinance No. 5825, No person or entity shall be awarded any contract on any RSMo Ch. 290 Public Work, County equivalent, or public procurement project of any kind unless such entity is deemed by the County to be a "Responsible Bidder" as follows:

The term "responsible bidder" shall require, except as to federal or state projects if prohibited as a condition of funding, only those bidders who certify by notarized statement that (Please check all that apply to your company):

- They have not been barred from bidding on any federal or state projects within the last year.
- O Neither they, nor any entity any of the natural person owners of the bidder has a direct ownership stake in, had had any State or County-issued business, trade, or contracting license suspended or revoked within the last year.
- O They have and enforce a drug-testing policy for all employees in the field.
- O They show proof of employer-provided healthcare benefits.
- O They prove their employees receive actual healthcare benefits equal or greater than the minimum healthcare required by federal Public Law 111-148 approved March 23, 2010, as amended from time to time.
- O They participate in or maintain an apprentice program that is approved by and registered with the United States Department of Labor and is compliant with 29 CFR Part 29 and 29 USC Sec. 50 for each craft for which it is established and complies with all required United States Department of Labor regulations including affirmative action obligations described in 29 CFR Part 30.
- O The apprenticeship program that the bidder participates in or maintains has graduated at least one apprentice to journeyman status in the last three years for each craft for which the apprenticeship program is established.
- All On-Site employees on the project will be employees and that there will be no use of Independent Contractors, nonpermanent employees, or "leased employees" for on-site work.
- All employees will be licensed with the appropriate licensing authority.
- O No less than the equivalent to the prevailing wages will be paid to all employees per occupational title in 8 CSR 30-3.060. (2018) as defined in Section 290.210(7) RSMo. (2018) to workers, as defined and understood in 290.210 RSMo (2018), performing construction on such project at the prevailing wage rate per occupational title

- determined as the relevant occupational title's rate in effect at the time the physical work begins on the project.
- All employees and Supervisors will be OSHA-certified and in compliance with thencurrent OSHA safety requirements prior to working on the project; and
- O All Supervisors will be thirty-hour OSHA-certified.
- O Nothing in this section shall be interpreted as precluding an action for enforcing this section as to any contractor or sub-contractor by any citizen or interested party. Such action shall be against the contractor and/or sub-contractor. Any citizen or interested party who prevails in a legal action to enforce this section shall be entitled to reasonable attorneys' fees and costs.
- O For any project for which either an engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of this section shall apply only to that portion of the project that was in excess of seventy-five thousand dollars. However, the project shall not be separated into sections in a manner that circumvents this threshold.
- O This section shall not apply if its application would disqualify the County from receiving monies from any external public source.
- O If implementing the above provisions disqualifies the County from receiving monies from any external public source for a specific project, then any Receiving Entity that voluntarily agrees to implement the above provisions in its contract with the County will receive the same incentive Plus 5% of the total incentive promised provided this provision does not otherwise disqualify the County from receiving monies from the public external source for the project or incentive in question.

Gunesis	(Name of Bidder)
By:	(Signature of Affiant) (Title of Affiant)
Subscribed and sworn to before me this 13	day of August, 2024
The state of the country of the country of	USON (SEAL)
State of <u>M0</u> My Commission Expires: <u>01121</u>	Bwoke Bear
	100000
	BROOKE BIAS Notary Public - Notary Seal Jackson County - State of Missouri

Commission Number 15221794 My Commission Expires Feb 1, 2027

EQUIPMENT QUESTIONNAIRE

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

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

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

QUANTITY ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
See Atlack	ned			
,			,	
,				3
				,
				,
	, <u> </u>			
				,
			9.49	

			·	

Note: Attach additional sheets if required

Equipment Location 2022 JOHN DEERE CRAWLER DOZER VOOL КСМО 2019 JOHN DEERE EXCAVATOR 32/50 КСМО 2023 R926K EXCAVATOR КСМО 2019 LIEBHERR ROSS EXCAVATOR **KCMO** LIEBHERR L538P WHEEL LOADER **KCMO** LIEBHERR 636 TRACKLOADER 2019 **KCMO** 2023 JOHN DEERE 3330 COMPACT TL **KCMO** KOMATSU 2012 PC490 **KCMO** 2023 JOHN DEERE 50G COMPACT EXC **KCMO** TAKEUCHI TB290CL - YIMI -**KCMO** 2022 TAKEUCHITL12R2 КСМО 2021 TAKEUCHI TLI,2V2 SKID КСМО TAKEUCHI TL121/2-SKID **KCMO** TAKEUCHITB280 MIMI КСМО HAMMPADFOOT Compagger **KCMO** HAMM SMOOTH Compactor **KCMO** 2019 TAKEUCHITB250 AMINI **KCMO** TAKEUCHITL12V2-SKID **KCMO** TAKEUCHITL250-SKID **KCMO**

LIST OF CONTRACTS ON HAND

Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete
Manyrille,	NW college	1,100	June	Complete
mo	Critical Utility update	2.7m	2024	35
Mary rile,	City of Manyville		Ang	
mo	South Main Corridor Improvement City of Kamo	731 K	ક્રાસ્	0
	City of Kcmo		Feb	
Kcmo		25m	ROAT	45
	Truman to 27th Watermain City of Kemo		FLB	
Kcmo	Superior to 435 Watermain	4.2m	2024	50
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	-		The state of the s	
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			-	<u> </u>
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ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF)	
COUNTY OF JAUSON)ss	
On the 13 day of August, 2024, before me appeared President	
(Affiant name) personally know to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:	
 I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated as required by Section 285.530, RSMo, to enter into any contract agreement with the County to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities. 	
• I, the Affiant, am the President of Gunesis (Business Name)	
and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.	
I, the Affiant, also hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by Jackson County, Missouri. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.	
• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jackson County, Missouri, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).	
 I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.525, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employee or continue to employ any unauthorized alien to work within the State of Missouri. 	
 I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and under duress. 	
Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri, this leave Presize 13 day of August, 2024.	t
My Commission Expires 21127 Buoke Buok Notary Public	
BROOKE BIAS Notary Public - Notary Seal Jackson County - State of Missouri	

BROOKE BIAS
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 15221794
My Commission Expires Feb 1, 2027

LIST OF INTENDED SUBCONTRACTORS

Bidder Name: Genesis
Will subcontractors be used to complete the work? Yes No
If yes, complete this form and submit it with your bid.
Subcontractor No.
Name: Robb Trucking
Address: 1701 Mannasch St
City & Zip Code: Dak Brove 44074
Telephone No: 9139405123 Fax No:
Description of work to be performed (include Bid Item Number, and Bid Item):
Inuling-2,4,5,7,8,9
<u> </u>
Doilar \$
Amount 54399.19
n
Subcontractor No
Name: Courty Brook Land Scapes
Address: 18800 State Route J Itwy
City & Zip Code: Raymove 64083
Telephone No: 8142557016 Fax No:
Description of work to be performed (include Bid Item Number, and Bid Item):
Landscaping-11,12
Dollar &
Dollar \$ Amount

LIST OF INTENDED SUBCONTRACTORS (cont.)

Subcontractor No. 3
Name: JA Lillia Excavating
Address: 1015 173 rd St
City & Zip Code: BUITO 76513
Description of work to be performed (include Bid Item Number, and Bid Item): Soll Stanil (1 aktion - U
Soll Manife (axtor)
Dollar \$
Amount 46514.00
Subcontractor No. 4
Name: Rising Construction
Address: 1204 NW Baytree Dr
City & Zip Code: Grain Valley
Telephone No: 8148415455 Fax No:
Description of work to be performed (include Bid Item Number, and Bid Item):
Traffic control, evosion control - 1,2, 13, 14, 15, 16, 17, 18, 19, 20, 21
Dollar \$
Amount 1883050

OSHA CERTIFICATIONS AFFIDAVIT

Missouri Law, Section 292.675, RSMo, requires any awarded contractor and its subcontractor(s) to provide a ten-hour (10-hour) Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborer, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working as a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to Section 292.675, RSMo, unless they hold documentation on their prior completion of said program. Penalties for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under Section 292.675, RSMo.

The undersigned Bidder hereby certifies:

OSHA 10 CARD CERTIFICATION

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

OSHA 30 CARD CERTIFICATION - SUPERVISOR(S)

A Supervisor – A foreman, project manager, safety director, or lead tradesman employed on a County project shall be thirty-hour (30-hour) OSHA certified.

All employees and Supervisors will be OSHA-certified and in compliance with then-current OSHA safety requirements prior to working on the project, in accordance with JCMO Ordinance 5825 "Responsible Bidding Ordinance" adopted on 1/8/2024.

The undersigned Bidder hereby certifies and acknowledges receipt of OSHA 10 Card(s) and OSHA 30 Card(s) -Supervisor(s) as the contractor and for the subcontractor(s) of this project. Copies of the card(s) shall be provided to Jackson County, Missouri to be reviewed by the Compliance Review Officer.

Authorized Signature of Bidder

Company Name

8 13 24

Date



7.4 Bidders Background: 20 years in business, 75 employees. Experience: Utilities, Industrial Coatings, Tank Inspections and Environmental Contracting.

7.5 Bidders References: A couple of completed projects attached

7.6 Bidders Personnel: Resumes attached for Utility key personnel

7.7 Financial: Dunn & Bradstreet 19-484-4853; Available line of credit \$3m

8422 South 7 Highway · Blue Springs, Missouri 64014 Office: 816-229-5900 · Fax: 816-229-4495 · Cell: 816-820-6691

Ewww.genesisenviro.com



Completed Projects

17304 JE Dunn: Wyandotte High School

Storm/sanitary sewer

Cherie Jacobs 816-283-9035

\$584,217

2019

US Engineering: KCI

Over 5 miles of 12" Ductile Iron Installation

Adam Provost 816-751-9293

\$1,548,917

2020

Crossland: Mobility Works

Storm sewer RCP new construction

Dom Tiemann 816-960-4553

\$31,006

2021



Kissick: Riverfront Landfill Emergency Response

Support services for repair of transmission sanitary line

Matt Rothermel 816-363-5530

\$48,538

2021

Kissick: KCI

Furnish and install of 13 underground grease interceptors

Spencer Moore 816-699-9710

\$561,416

2022

Platte County: Crooked Road

Road improvements

Vince Zinc 816-800-0952

\$437,000

2023



TRADE SUBCONTRACT AGREEMENT

SUBCONTRACT DATE:

CONTRACTOR

NAME: Genesis Environmental Solutions, Inc.

ADDRESS: 8422 S 7 Hwy

CITY, STATE, ZIP: Blue Springs, MO 64014

PHONE NUMBER: 816-229-5900 FAX NUMBER: 816-229-5900

POINT OF CONTACT:

SUBCONTRACTOR

NAME : ADDRESS:

CITY, STATE, ZIP:

PHONE NUMBER: FAX NUMBER:

POINT OF CONTACT:

This Subcontract Agreement ("Subcontract") is entered into on	by and between Genesis
Environmental Solutions, Inc (GES), ("Contractor") and_	, ("Subcontractor") Subcontractor.
Contractor has entered into a contract to perform certain const	ruction work as follows:

PROJECT NUMBER: PROJECT LOCATION:

This Subcontract includes and incorporates by reference: (1) Addendum No. 1; (2) Exhibits ; (3) the entire integrated agreement between Contractor, including all documents incorporated into that agreement, including but not limited to the plans and specifications, general provisions, supplemental provisions, ("Subcontract Documents"). Subcontractor and its subcontractors will be and are bound by any and all of the Contract terms as they relate in any way, directly or indirectly to the work covered by this Subcontract.

WHEREFORE, in consideration of the covenants and conditions set forth in this Subcontract, Contractor and Subcontractor agree as follows:

1. SCOPE OF WORK. Subcontractor agrees to provide all labor, material, skill and instrumentalities necessary or incidental to the execution of its work and to perform all the work for the portion of the construction work as follows ("Subcontract Work"):

Furnish and install, all taxes included, the work all in accordance with the Contract.

Subcontractor shall perform all of the Subcontract Work in a diligent and workmanlike manner and in compliance with the Subcontract Documents and industry standard. Subcontractor warrants that all materials and equipment it provides under this Subcontract shall be new unless otherwise specified, of good quality, in conformance with the Subcontract Documents, and free from defective workmanship and materials. The Subcontractor further warrants that its work shall be free from defects. Unless a different date is specified in the Prime Contract, warranties shall commence on the date of completion and acceptance of the project by Owner. Subcontractor shall promptly remove and replace at its own cost all defective or non-conforming work or material. Subcontractor shall be responsible for all costs of correcting such work, including, but not limited to, any required additional testing or inspections, and compensation for services and expenses of the Owner and Contractor made necessary by the defective work.

DESCRIPTION OF SUBCONTRACTOR'S SCOPE OF WORK:

OTHER SCOPE CONSIDERATIONS:

START DATE:

COMPLETION DATE:

SUBMITTALS:

* * * IMPORTANT: No materials are to be ordered prior to official approval of the submittals. Subcontractor assumes all liability, costs and responsibility for ordering materials without the express written approval of GES* * *

* * * END OF SCOPE OF WORK * * *

COMPENSATION.

- 2.1. Subcontract Price. Contractor agrees to pay, and Subcontractor agrees to accept for strict performance of the Subcontract Work and subject to the provisions of this Subcontract upon full, faithful and prompt performance, the firm fixed Subcontract price of **00/100 dollars (\$)** ("Subcontract Price"), subject to additions and deductions as provided for in this Subcontract. The Subcontract Price is fixed and shall not be increased due to escalation of Subcontractor's cost to perform its scope of work, including, but not limited to, costs for labor, wage-rates, price of materials or rates or price of equipment.
- 2.2 Payment. Subcontractor will submit invoices for services rendered no more frequently than monthly. Invoices shall be a form acceptable to GES. Payment to GES by the Client/Owner for services rendered by Subcontractor is a condition precedent to payment to

subcontractor. No payment will be made by GES to subcontractor until all documents mentioned in contract agreement are submitted and approved.

- 2.3. Disputes. In the event of a good faith dispute arising from Subcontractor's performance, including, but not limited to, deficient materials and/or workmanship, disputes between Subcontractor and/or lower-tier Subcontractors, Contractor may withhold up to 150% of the disputed amount.
- 2.4. Owner Payment. If Contractor is not paid by Owner any sum claimed due by Subcontractor, Subcontractor agrees to look solely to the credit abilities of Owner, and not of Contractor for payments under this Subcontract. It is expressly agreed that under this Subcontract, except to the extent of such Owner payments made to Contractor pertaining to Subcontractor's work, Contractor's payment obligations to Subcontractor are non-recourse to any assets of Contractor until such time as Subcontractor has exhausted its remedies against Owner, including mechanic's lien, stop notice, or bond remedies. In the event Contractor is involved with a claim to Owner which includes seeking amounts for final payment or progress payments to Subcontractor, Subcontractor agrees not to pursue a claim against Contractor or its surety until Contractor's dispute resolution requirements, including lawsuits, have been completed with Owner. This clause does not alter or limit Subcontractor's right to file a lien or stop notice to the extent such rights exist. If any portion of this section is determined to be void, invalid or illegal, all other portions of this section shall remain in full force and effect.
- 2.5. Verification of Payment. Upon Contractor's request, Subcontractor shall provide such further evidence satisfactory to Contractor that all subcontractors and all payrolls, taxes, bills for materials, equipment, supplies, other items, and all indebtedness connected with the Subcontract and included on the prior and current applications for payment, have been (or will be from the current payment) satisfied.
- 2.6. Reductions from Payment. Contractor may withhold in whole or in part any payment to Subcontractor to such extent as may be necessary to protect Contractor from loss in connection with this Subcontract, including costs and attorneys' fees, on account of: (1) defective work not remedied; (2) claims filed or reasonable evidence indicating the probable filing of a claim; (3) failure of Subcontractor to make payments properly to its subcontractor(s) or for material, labor, or fringe benefits; (4) a reasonable doubt that this Subcontract can be completed for the balance then unpaid; or (5) damage to another subcontractor, the Owner, or any other third party. If required by Contractor and before payment to Subcontractor, Subcontractor shall provide lien or claim waivers for any subcontractors, material-men and suppliers used to complete the work of this Subcontract. Contractor, at its option, may make payment by joint check to Subcontractor and its subcontractors, material-men or suppliers.
- 3. INDEMNIFICATION. All work covered by this Subcontract, including work done (1) at the site of construction, (2) work done preparing or securing materials or equipment for delivery to or installation at the site of construction, (3) delivering materials or equipment to the site of construction, or (4) installing materials or equipment at the site of construction (the "Work") shall be at the risk of

Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner, to the extent required of Contractor in the Prime Contract, and Contractor and its respective agents, employees, officers directors, insurers, successors and assigns, ("Indemnified Parties") from all allegations, claims, demands, causes of action, damages, costs, and liabilities of every kind and nature whatsoever, including costs, expenses and attorneys' fees, (collectively "Claims") arising out of or in connection with the performance or non-performance of the Subcontract or the Work by Subcontractor, its employees, agents, officers, directors, shareholders, representatives, affiliates, independent contractors, suppliers, subcontractors or anyone for whose acts Subcontractor may be liable. This indemnification shall extend to claims occurring after this Subcontract is terminated as well as while it is in force. Subcontractor's duty to indemnify, hold harmless and defend Indemnified Parties shall include all Claims caused or alleged to be caused in whole or in part by any negligent act or omission, whether active or passive, of an Indemnified Party and regardless of fault; provided, however, Subcontractor shall not be obligated to indemnify an Indemnified Party for the sole negligence or willful misconduct of an Indemnified Party, or for defects in design furnished by an Indemnified Party. Subcontractor shall defend Indemnified Parties from all Claims until it is determined by a final judgment from a court of competent jurisdiction, arbitration proceeding or other final resolution, the Claim arises or Claims arise out of an Indemnified Party's sole negligence, willful misconduct or a defect in design furnished by an Indemnified Party. The defense obligations shall arise immediately upon presentation of a claim or suit by any third party and written notice of such claim or suit by Contractor to Subcontractor. The duty to defend applies even if such claims or suits are groundless, false or without merit. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Subcontract.

- 4. TIME OF THE ESSENCE. Subcontractor agrees that time is of the essence in the performance of all its obligations under this Subcontract. Subcontractor shall commence the work promptly and prosecute same energetically and expeditiously, in full cooperation with Contractor, other Subcontractors, and in accord with the requirements of the general construction as determined by Contractor, even if the schedules by Contractor differ from schedules set forth in the initial Subcontract Documents, until fully completed and accepted; taking into account acts of God, strikes, lockouts and similar action beyond the control of Subcontractor. Subcontractor shall coordinate its work with the work of the Contractor and other subcontractors so no delays or interference will occur in completion of any part or the entire Project.
- 5. APPLICABLE LAWS. Subcontractor shall comply with all applicable State and Federal health, safety and environmental laws, ordinances, codes and regulations of all governmental authorities, relating to its work and workmen; employ labor under the conditions satisfactory to Contractor and discontinue the employment on this project of any employees unsatisfactory to Contractor. To the best knowledge and belief of the parties, this Subcontract now contains no provision that is contrary to Federal or State Law or any ruling or regulation of a Federal or State agency. Should, however, any provision of this Subcontract, at any time during its term be in conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted. In the event any provision of this Subcontract is thus held inoperative, the remaining provisions of this

Subcontract shall, nevertheless, remain in full force and effect. Subcontractor shall report in writing to Contractor any errors, inconsistencies or omissions relating to its work that appear in the Subcontract Documents. If Subcontractor fails to provide such report to Contractor all work it then performs shall be at its sole risk.

- 6. ASSIGNMENT. Subcontractor shall not assign or sublet this Subcontract as a whole nor any monies due or to become due it under this Subcontract, without previous written consent of Contractor.
- 7. LIQUIDATED DAMAGES / DELAY DAMAGES. Subcontractor shall proceed with its work under this Subcontract with reasonable diligence. Subcontractor agrees that its work will be completed within the durations established by the Project Schedule, as adjusted from time to time by Contractor. The Project Schedule will be available to Subcontractor before the start of Subcontractor's scope of work or as otherwise agreed by the parties. Should Subcontractor be delayed in the prosecution or completion of the work through no fault of Subcontractor, then Subcontractor shall be entitled to a time extension for its work by the number of days that Subcontractor has been delayed, but no allowance or extension shall be made unless a claim is presented in writing to Contractor within 48 hours of the commencement of such delay, and under no circumstances shall the time for completion of the work be extended to a date which will prevent Contractor from completing Contractor's scope of work within the time that Owner allows Contractor for such completion. An extension of time for Subcontractor's completion of the work pursuant to this section shall be Subcontractor's sole remedy unless compensation is obtained by Contractor from Owner. Further, Subcontractor acknowledges that in order for Contractor to coordinate and manage the work required under the Subcontract Documents it is necessary for Contractor to allocate site access and access to work areas, utilities, storage space, and other characteristics of the project site (collectively "Site Resources") and certain trades may be given preference, at the discretion of the Contractor, to Site Resources in order to maintain the optimum project schedules as determined by the Contractor. Accordingly, so long as Contractor acts in good faith in allocating Site Resources, Subcontractor waives any and all claims for damages, extensions of time, or increases in cost as a result of any delay, disruption, interference, obstruction, suspension, acceleration, constructive acceleration, out-of-sequence work, changes, or other causes arising from Contractor's allocation of Site Resources, except to the extent compensation is obtained by Contractor from Owner in relation to delays to Subcontractor's work. If Subcontractor's work is not completed in accordance with the Project Schedule and this Paragraph it is understood that the Contractor will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that in such event Subcontractor shall pay to Contractor as fixed and liquidated damages, and not as a penalty, the amount of \$.00 for each calendar day. Any money due or to become due the Subcontractor may be retained by Contractor to cover said liquidated damages. This amount is agreed to by the parties as a reasonable estimate of Contractor's per diem costs in the event of such delay and regardless of whether Contractor is liable to Owner under the Prime Contract as a result of Subcontractor's delay. If no amount is inserted for liquidated damages Subcontractor shall, nevertheless, be liable for all damages resulting from the failure of Subcontractor, Subcontractor's employees and agents, lower-tier subcontractors, suppliers or any person or entity for whose acts Subcontractor may be liable, to comply

with the time durations for Subcontractor's work in the Project Schedule, including, but not limited to, Contractor's actual losses from general conditions, overhead costs and expenses, and liquidated damages assessed against Contractor by Owner.

- 8. INDEPENDENT CONTRACTOR. Subcontractor certifies that it is an independent contractor within the scope of all federal, state and local codes, acts and ordinances and is solely responsible under all such codes, acts and ordinances for all payroll taxes, deductions, withholdings and contributions. Subcontractor shall protect and fully indemnify the Owner, Contractor, and its sureties, against all liability for claims and liens for labor, materials, equipment and supplies, including attorney's fees, resulting which may accrue from labor employed by, or materials, equipment and supplies ordered by Subcontractor.
- 9. INSURANCE. Subcontractor shall, at its own expense, procure and maintain during the entire period of performance under this Subcontract, broad form general liability and property damage insurance, employer's liability and worker's compensation coverage in the amounts set forth in Addendum No. 1 attached hereto and which covers the indemnity and defense obligations of this Subcontract, or in such other coverages and amounts from time to time deemed necessary by Contractor in writing and in all cases in coverages and amounts equal to or greater than those provided by Contractor and required by Owner. Subcontractor shall have Contractor designated as additional insured under all insurance policies required under this Subcontract or any addenda attached hereto. All insurance provided by Subcontractor shall be primary and any insurance carried by Contractor and/or Owner shall not contribute with Subcontractor's insurance. All certificates of insurance must be received prior to the commencement of any work performed for the Contractor. The Contractor will verify Subcontractor's policies are valid and have not been cancelled prior to the commencement of any work by Subcontractor. Before commencing work under this Subcontract, Subcontractor shall certify to GES (Contractor), in writing, that the required insurance has been obtained. Subcontractor shall have insurance broker send certificates via Fax or e-mail and mail original to GES at the address above.
- 10. CHANGES. No change in the work (whether by way of additions, deletions or modifications to the work) shall be a basis of an addition to the contract price or an extension to the contract time unless and until such changed work has been authorized by a written change order, executed by GES, in advance of its performance, describing the changed work that was authorized, and stating the adjustment to the contract price and time, (if any). Subcontractor waives the right to recover compensation for any changed work performed in advance of or without having received a written change order issued in strict accordance to the article. No course of conduct or dealings between the parties, nor express or implied acceptance of changes to the work nor any claim that contractor, GES or owner has been unjustly enriched by such change, whether or not there is in fact unjust enrichment, shall constitute a waiver or estoppels or shall be the basis for any claim to an increase in the contract price or in the contract time. All change order request by subcontractor for an adjustment of the contract price or the contract time, arising out of changes to the work, shall be submitted to contractor (in writing) for prior written approvals on a change order request from approved by the contractor and shall be accompanied by a complete itemization of all cost of the proposed changes, and evidence thereof, to contractors reasonable satisfaction. Subcontractor shall not perform changed work which is

the subject of a change order request until, and unless, the change order request has been transformed into a fully executed change order document and signed by GES.

11. DISPUTE RESOLUTION.

- 11.1 Claims Related to Owner. If Subcontractor's claim arises in whole or in part from any act or omission by Owner or for which Owner is responsible, or if Contractor elects to include Subcontractor's claim in a claim to the Owner, Subcontractor shall comply with and be bound by any applicable claims or arbitration procedures in the Contract Documents, and shall file such claims in writing with Contractor within seven days of the event giving rise to the claim. If Contractor believes the claim has potential merit, Contractor will submit any such claim to Owner and prosecute the same on behalf of Subcontractor, with full cooperation by Subcontractor and at Subcontractor's expense, or at Contractor's option, may authorize Subcontractor to pursue such claim in Contractor's name. Any decision to submit Subcontractor's claim to the Owner shall not be an admission of, or agreement by, Contractor as to the merits of the claim. In the event Contractor notifies Subcontractor that its claim is or will be submitted to the Owner by Contractor, or Subcontractor is authorized to pursue such claim directly, Subcontractor shall forego and dismiss all proceedings or actions against Contractor, and stay any lien or other proceedings until a final decision or agreement is reached on the claim to the Owner. If Owner shall award additional compensation or damages or an extension of time therefore, Contractor shall award the same to Subcontractor to the extent so awarded. If any claim of Subcontractor is presented together with claims of Contractor or others, Contractor shall determine Subcontractor's share if any award by Owner.
- 11.2 Arbitration. For any claim, dispute or other matter in question arises between Contractor and Subcontractor with respect to interpretations of this Subcontract, extra work or other changes in Subcontractor's work ordered by Contractor, or other disputes involving delays or damages claimed by Contractor against Subcontractor or by Subcontractor against Contractor, and not involving the Owner or a claim in which 11.1 applies, either party may file a demand for arbitration. In such event, the claim, dispute, or other matter shall be resolved by arbitration. If arbitration by either party is demanded in accordance with the preceding provisions, then the following requirements shall apply: (a) the arbitration shall be conducted in accordance with the then-prevailing Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree to the contrary in writing; (b) the decision made by the arbitrator(s) shall be final and binding upon the parties, and judgment may be entered upon such decision in any court having jurisdiction; (c) the arbitration shall be conducted in the County Jackson County, State of Missouri; (d) any arbitration may include, by consolidation, joined or otherwise, any person or entity not a party to this Subcontract if that person or entity is involved in a common question of law or fact, the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and the interest of that person or entity is not insubstantial; (e) the agreement to arbitrate set forth in this paragraph, including, but not limited to, the agreement to arbitrate with other persons or entities, shall be specifically enforceable; (f) all claims that are related to or are dependent upon each other shall be heard by the same arbitrator(s); (g) Contractor shall have the right, at its sole option, to defer the arbitration proceedings until the completion of Subcontractor's Work, at which time all pending disputes for which arbitration has been demanded

pursuant to this Section may be heard in a single proceeding; and (h) unless otherwise provided under the Construction Industry Arbitration Rules, the arbitrator(s) shall fix their own compensation and assess the costs and charges of the proceedings against either or both of the parties. If Subcontractor files a Miller Act suit or other action against the Contractor, its payment bond surety, or both, Subcontractor shall, upon the Contractor's request, consent to a stay of such suit or action pending the completion of the arbitration proceedings. Subcontractor further agrees that its compliance with this process for the resolution of disputes and claims shall not be deemed to be a waiver of its Miller Act rights. The venue for all disputes not resolved by arbitration under this clause shall be a state or federal court in the State of Missouri, County of Jackson.

- 12. DUTY TO PROCEED. In the event of any dispute or controversy with Contractor, another subcontractor, or other third party involved with the project, Subcontractor shall not cause or permit any delay or cessation of its work or cause delay or disruption to the work of any other subcontractor or Contractor on the project, but shall proceed with performance of its work pending resolution of such dispute or controversy. Contractor shall continue to make payments in accordance with the Subcontract.
- 13. DEFAULT AND TERMINATION. Contractor may terminate this Subcontract in whole or in part for default if Subcontractor fails to properly perform in accordance with the terms and conditions of this Subcontract. After written notice of default and Subcontractor fails to cure such default within 48 hours, Contractor may terminate this Subcontract at its sole discretion. If Contractor terminates this Subcontract Subcontractor shall be liable for all Contractor's costs for such other goods and services, plus a mark-up of fifteen percent (15 %), incurred by Contractor to complete the Subcontract Work. If Owner terminates the Prime Contract in whole or in part for any reason, Contractor may terminate this Subcontract in whole or in part. Contractor may terminate this Subcontract immediately in the event of: (i) any proceeding in insolvency, dissolution or liquidation by or against Subcontractor; (ii) any assignment of Subcontractor's assets for the benefit of creditors; or (iii) any transfer of substantially all of Subcontractor's business or assets to a third party. Upon termination, Subcontractor will immediately return to Contractor all equipment, supplies, property or other items procured by or given to Subcontractor for performance of this Subcontract. In addition, Subcontractor will deliver to Contractor all work completed or in process under this Subcontract. Upon termination, Contractor shall pay all unpaid allowable charges due to Subcontractor.
- 14. SUSPENSION. Subcontractor agrees to honor a stop work order issued by Contractor as a result of a stop work issued to Contractor by Owner, Contractor's liability to Subcontractor shall be limited to the amount Owner is determined liable to Contractor for Subcontractor's damage. This limitation shall apply whether the suspension is caused in whole or in part by the negligence, breach of contract or other act of Contractor.
- 15. WASTE. During the course of construction, Subcontractor shall remove daily, its waste materials and maintain the premises at all times in a clean and orderly condition. Upon completion of the work under this Subcontract, or early termination of this Subcontract, Subcontractor shall remove from the site all temporary structures and debris incident to its operation. If Subcontractor fails to clean

up within two days after written notification by Contractor to do so, Contractor may proceed with that function as it adjudges necessary and in the manner it may deem expedient and will deduct the cost thereof from monies due under this Subcontract.

- 16. BONDS. With the execution of this Subcontract, Subcontractor shall, if required by Contractor, and at Subcontractor's expense, obtain a Labor and Material Bond and Faithful Performance Bond in an amount required by Contractor. Said bonds shall be secured by a surety company acceptable to Contractor.
- 17. SAFETY. In addition to conforming to OSHA & FEDERAL OSHA regulations for the construction industry, Subcontractor shall follow safety guidelines set forth in the 29CFR1910 General Industry Standards and 1926 Construction Standards. Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to Contractor, immediately, any injury to an employee or agent of Subcontractor which occurred at the site.
- 18. CONTACT WITH OWNER; APPROVAL. Unless otherwise specified by Contractor in writing, Subcontractor shall not contact Owner with respect to the work to be performed under the Prime Contract, including Subcontractor's work under this Subcontract. Subcontractor shall promptly report to Contractor any Subcontractor contact with Owner that is initiated by Owner. Subcontractor's failure to perform its obligations as set forth in the two preceding sentences shall be a material breach of this Subcontract.
- 19. E-VERIFY. Subcontractor shall comply with the provisions of FAR 52.222-54, which is incorporated by reference, and certifies it has previously enrolled in the U.S. Citizenship and Immigration Services E-Verify program ("E-Verify") or will enroll in E-Verify within 30 calendar days of award of this Subcontract. To assure Subcontractor's compliance, it shall furnish General Contractor evidence of its enrollment and use of E-Verify and the insertion of this clause in its lower tier subcontracts.
- 20. NONDISCLOSURE. Subcontractor agrees it shall not publicly release information, photographs or other documents concerning any aspects of the materials or services relating to this bid, contract or purchase order without prior written approval of the Contractor.
- 21. STATEMENT AND ACKNOWLEDGEMENT. Standard Form SF 1413 must be signed by Subcontractor and its lower tier subcontractors, and returned to Contractor at the address above.

IN WITNESS WHEREOF, the Parties have executed this Subcontract effective on the day and year first above written.

CONTRACTOR	SUBCONTRACTOR	
GENESIS ENVIRONMENTAL SOLUTIONS, INC		
SIGNATURE :	SIGNATURE :	
PRINTED NAME :	PRINTEDNAME:	_
TITLE:	TITLE:	
	EIN:	



JAMIE HOWARD

jamied3082@gmail.com | 816-726-7358 | Blue Springs, MO 64013

Summary

Dedicated Project Manager successful at work flow planning and staff retention strategies. Boosts productivity through innovative management and mentorship. Keen to apply new and emerging project organization techniques to increase overall performance.

Hands-on approach and recognized for flawless execution and finding solutions to complex problems. Communicative and reliable professional polished in developing scopes and objectives and maintaining comprehensive project documentation. Commended for unexcelled record of completing critical projects on schedule and within budget.

Skills

- Project Management
- Team Leadership
- Detail Oriented
- Work Planning and Prioritization
- Verbal and Written Communication
- Team Collaboration
- Complex Problem Solving
- Documentation and Reporting
- Schedule Management
- Client Relations
- Customer Relationship Management
- Performance Monitoring
- Project Scope
- Work Flow Planning
- Staff Management
- Project Development and Lifecycle
- Conflict Management
- Budgeting and Forecasting
- Risk Management
- Staff Training and Mentoring
- Processes and Procedures
- Budget Control
- Document Management
- Quality Assurance and Control
- Productivity Improvement
- Microsoft Office Suite Expert
- Quality Assurance
- Cost Control
- Performance Improvements
- Staff Training and Motivation
- Stakeholder Relations

- Agile Methodologies
- Purchasing and Procurement
- Safety Protocol
- Vendor Selection
- Cost Analysis
- Workforce Training
- Data Review
- Client Rapport
- Systems Implementation
- Contract Negotiation Expertise
- Site Safety Coordinator
- Root Cause Analysis
- Vendor Sourcing
- Technical Presentations
- Resource Allocation
- Baseline Schedules Creation
- Customer Relations Specialist
- Multi-Unit Operations Management
- Permit Processing
- Cost Reduction and Containment
- Contract Development
- Staff Retention
- Account Development and Networking
- Closing Tactics and Contract Negotiations
- Strategic Account Development and Management
- Financial Administration
- Concrete Estimation
- Capital Improvement Planning
- International Business
- Forecasted Reports Expert

Experience

Springs, MO
Estimator/Project Manager
08/2022 - Current

and tracking expenses.

- Forecasted, scheduled and monitored project timelines, personnel performance and cost efficiency.
- Created project plans with established timelines, assigned to appropriate teams and managed workflow throughout construction.
- Made changes to project scope and cost and implemented most effective change management processes to keep project up-to-date.
- Drove continuous improvement of project delivery process by providing strong leadership.
- Conducted periodic inspections of job sites for quality and progress.
- Reviewed project risks and devised proactive strategies to avoid potential roadblocks.
- Reviewed budget and subcontractor estimates in detail and analyzed for accuracy with scope of work relevancy in mind.
- Furnished project updates to various stakeholders, informing on strategy, adjustments and progress.
- Generated and tracked change orders and other contractual modifications affecting budget and schedule.
- Developed solutions to project risks and issues, meeting quality and timeline goals and objectives.
- Led meetings with internal team members, consultants and contractors.
- Created team objectives and roles with specific goals outlined for each individual.
- Drafted project construction schedule and updated as job progressed.
- Prepared cost estimates for projects of varying sizes.
- Identified needs and coordinated resource allocation to deliver quality standards on time and within budget.
- Built and established strong partnerships with teams, vendors and contractors.
- Managed contracts with vendors and suppliers by assigning tasks and communicating expected deliverables.
- Determined project staffing needs and led resource management.
- Modified project plans when needed to better align with organizational objectives.
- Assessed blueprints and drawings to ascertain key project elements and determine number of construction workers needed to complete project on time
- Interpreted blueprints and plans and relayed information to team of workers.
- Maintained project safety compliance with zero lost time accidents.
- Interfaced with state and county leadership and engineers to share best practices and project updates for continuous improvement planning.
- Scheduled staff and subcontractors to maintain adequate coverage and complete jobs on time.
- Conducted walk-throughs with clients to identify rework needs and answer client questions.
- Defined project deliverables and monitored status of tasks.
- Requested project bids from subcontractors and assessed quotes against budgets.
- Kept work areas organized and clean according to industry standards.
- Coordinated delivery schedules with vendors and suppliers to optimize

VF Anderson | Harrisonville, MO Construction Project Superintendent 04/2019 - 08/2022 resource allocation.

- Maintained logs of on-site operations and reported findings to supervisors.
- Utilized spreadsheets, calendars and reports to gauge work productivity and monitor progress.
- Purchased equipment and raw materials to prevent shortages and delays.
- Estimated project costs and monitored expenditures to remain within preset budgets.
- Developed work teams and delegated project tasks according to individual strengths.
- Hired and delegated tasks to subcontractors to complete projects faster.
- Obtained appropriate permits and paperwork from local authorities.
- Scheduled preventative maintenance and repairs on heavy machinery and equipment.
- Mitigated risk and coordinated plans and specifications to ensure safety and federal compliance.
- Informed stakeholders of daily activities and progress by providing in-depth field reports.
- Developed on-site safety program to support team with risk mitigation.
- Oversaw 4 man team, project milestone completion and quality of work performed.
- Maintained project safety compliance with 0 lost time accidents.
- Directed 4 total site employees for critical commercial project, successfully meeting milestones.
- Inspected earthwork, concrete, structural steel, decking, fireproofing, framing and finish work.
- Assessed blueprints and drawings to ascertain key project elements and determine number of construction workers needed to complete project on time.
- Interpreted blueprints and plans and relayed information to team of workers.
- Maintained project safety compliance with zero lost time accidents.
- Interfaced with state and county leadership and engineers to share best practices and project updates for continuous improvement planning.
- Collaborated with finance leaders and completion guarantors to foster funding objectives.
- Scheduled staff and subcontractors to maintain adequate coverage and complete jobs on time.
- Conducted walk-throughs with clients to identify rework needs and answer client questions.
- Defined project deliverables and monitored status of tasks.
- Requested project bids from subcontractors and assessed quotes against budgets.
- Kept work areas organized and clean according to industry standards.
- Coordinated delivery schedules with vendors and suppliers to optimize resource allocation.
- Maintained logs of on-site operations and reported findings to supervisors.
- Utilized spreadsheets, calendars and reports to gauge work productivity and monitor progress.
- Purchased equipment and raw materials to prevent shortages and delays.
- Estimated project costs and monitored expenditures to remain within preset budgets.

Gunter Construction Company | Kansas City, KS

Construction Project Superintendent 03/2017 - 04/2019

- Developed work teams and delegated project tasks according to individual strengths.
- Hired and delegated tasks to subcontractors to complete projects faster.
- Obtained appropriate permits and paperwork from local authorities.
- Scheduled preventative maintenance and repairs on heavy machinery and equipment.
- Mitigated risk and coordinated plans and specifications to ensure safety and federal compliance.
- Informed stakeholders of daily activities and progress by providing in-depth field reports.
- Developed on-site safety program to support team with risk mitigation.
- Inspected worksites to survey for potential hazards or safety concerns.
- Studied project specifications to plan sequence and schedule for pipe installations.
- Measured and marked pipes for cutting and threading.
- Examined pipelines using pressure gauges and hydrostatic testing.
- Prepared cost estimates for clients.
- Installed fixtures, appliances and equipment designed to reduce water and energy consumption.
- Delegated work to staff, setting priorities and goals.
- Prepared and planned worksites to help jobs run smoothly.
- Delegated duties to employees based on skillset.
- Reported project progress, site problems and labor status to supervisors.
- Kept production team moving forward for progress in daily site operations.
- Established and enforced procedures and work standards, promoting team performance and safety.
- Provided leadership, insight and mentoring to newly hired employees to supply knowledge of various company programs.
- Created work crew schedules and delegated assignments.
- Recruited and hired workers, in addition to supervising and monitoring daily performance.
- Monitored project progress to enforce adherence to deadlines and quality standards.
- Monitored equipment operation during extraction process to detect problems.
- Obtained specifications and directed work for construction crews.
- Allocated material and labor resources to promote on-time and underbudget project completion.
- Set up and took down drilling rig and equipment.
- Maintained inventory and approved contracts to ensure availability of products for customers.
- Increased business by developing new marketing and promotional strategies.
- Trained, recruited and selected shop employees.
- Managed employee schedules and assigned tasks and responsibilities to employees.
- Determined marketing strategies by studying advertisements, display plans and sale promotions.
- Controlled shrinkage and product loss with effective monitoring and inventory management systems.

6th street auto | Kansas City, MO Shop Owner 06/2011 - 03/2017

- Prepared for new product lines and seasonal changes by running in-store and online clearance events.
- Created and implemented successful business plans for store management, expansion and updates.
- Trained employees according to specifics of role and company values.
- Monitored financial objectives and prepared budgets according to projections.
- Controlled shrinkage and product loss with monitoring and inventory management systems.
- Directed and managed employees to consistently meet performance targets.
- Monitored financial objectives and prepared budgets, including scheduling expenditures and analyzing variances.
- Developed team leaders and managers from within to offer employees career development opportunities.
- Promoted business on social media platforms to maximize brand identity and generate revenue.
- Managed operations budgeting, accounts payable and accounts receivable and payroll.
- Resolved issues quickly through meticulous research and quick decisionmaking.
- Conferred with customers to understand needs and finalize purchase orders.
- Kept records for production, inventory, income and expenses.
- Kept up-to-date on regulatory changes affecting business operations.
- Devised business and marketing plans and prepared monthly financial reports.
- Set pricing structures according to market analytics and emerging trends.
- Reconciled daily sales, prepared bank deposits and assessed financial transaction reports.
- Established favorable relationships with vendors and contractors, facilitating contract negotiation and development of marketing and sales strategies.
- Created and implemented marketing and advertising strategies to support revenue goals and promote strategic growth.
- Directed implementation of strategic business plans to achieve goals and objectives.
- Conducted market research to stock latest inventory.
- Submitted and prepared budget estimates and cost tracking reports.
- Examined and inspected stock items for wear or defects.
- Determined pricing for products or services based on costs and competition.
- Reviewed submitted expense reports for approval.
- Analyzed financial statements and trends to manage cash flow and make business decisions.
- Improved company's quality and productivity by streamlining systems and processes.
- Mentored and trained new hires on sales techniques and customer service procedures.
- Met with service vendors or product suppliers to facilitate delivery.
- Supervised company social media and marketing efforts to expand brand awareness and attract new customers.

- Interviewed, trained and supervised employees.
- Prepared weekly schedules to verify proper floor coverage within fiscal guidelines.
- Developed business from ground up and prepared records and operations for smooth handover to new owners.

Artisan earthworks | Overland Park, KS Construction Manager 08/2004 - 06/2011

- Monitored daily construction and evaluated project progress, contract compliance and safety.
- Resolved issues during construction and commissioning phases to maintain tight schedules and budget levels.
- Managed project operations, budget and timeline and collaborated with stakeholders to review status.
- Organized and participated in monthly on-site meetings with clientele and subcontractors.
- Coordinated construction planning, material resources and staff scheduling for 11 simultaneous jobs.
- Coordinated construction planning, material resources and staff scheduling for 8 simultaneous jobs.
- Assessed and created construction budgets to facilitate approved projects within construction codes.
- Communicated safety standards to laborers and sub-contractors and enforced safety regulations on job sites.
- Conducted walk-through inspections and other scheduled inspections with homeowners.
- Monitored and assessed schedule performance and quality workmanship of contractors.
- Coordinated extensive planning, development of project milestones and budget for complex contracts.
- Planned, organized and managed crews and subcontractors through expert communication and handling of work orders and purchase orders.
- Established relationships with construction manager and contractors to align priorities, goals and objectives.
- Completed projects on time and within allocated budget.
- Built relationships with engineering staff and coordinated with vendors and contractors to align timelines, phases and work to be performed across projects or shutdowns.
- Estimated construction costs accurately, achieving consistent business profits.
- Negotiated pricing and delivery schedules with vendors, drawing on thorough knowledge of housing industry and building practices.
- Maintained safe work environment with zero accidents or lost work days.
- Interpreted blueprints and plans and relayed information to team of workers.
- Maintained daily communication with subcontractors and inspectors to drive forward progress of project.
- Managed submittals and processing of Requests for Information between general contractor, owner and owner's consultants.
- Enhanced customer satisfaction ratings by resolving issues effectively and efficiently.
- Developed and coordinated construction schedules to meet or exceed company goals.
- Monitored job sites to analyze problems and recommend and implement solutions.

Education and Training

Lexington High School | Lexington, MO GED 05/2000

Oklahoma State University - Oklahoma City | Oklahoma City, OK **Some College (No Degree)** in Structual Engineering

Joshua Bilbruck

816-500-3850

Jbilbruck@genesisenviro.com

Blue Springs, Mo

Education

Oak Grove High School High School diploma May 1997

Certifications

Class A CDL for 24 years OSHA 10 First Aid and CPR trained

Experience

May 1997- December 1999 Gas Distribution Contractors

- -underground installation of Natural gas main and services
- -heavy equipment operator, rubber tire backhoe experience

December 1999-April 2004 Hulcher Emergency services

- -assist the railroads in train derailment cleanup, transfer of Materials
- -heavy equipment operator, pipelayer, track hoe experience

April 2004-March 2015 International operating engineers

- -underground installation of high-profile cross-country gas, Oil lines across the United States
- -heavy equipment operator, track hoe, pipelayer experience

March 2015-January 2018 Kissick Construction

- -underground installation of sewer, water, storm sewer Lines, site grade work
- -heavy equipment operator, track hoe, skid steer, dozer experience

January 2018-Present Genesis Environmental Solutions, Inc.

- -General superintendent, manage field operations crews
- -Scheduling projects, new hires, training

Michael P. Rinehart

1702 SE Holstein Drive

Oak Grove, MO 64075

(816) 918-2372 butkus531@yahoo.com

Objective: Superintendent/Foreman

Motivated and proven performer in the construction industry. Experience working on various types of projects including commercial, industrial, municipal, and aviation. Seeking management position with stable company.

Experience

- More than twenty years in the construction industry including over fifteen years in supervisory roles.
- Experience in full on-site construction management to include the following: sub-contractor scheduling, budgeting, blueprint reading, inspection, and punch list.
- Ability to work with engineers, developers, clients, and inspectors.
- More than 10 years of experience both operating and training others on GPS grading equipment.
- Equipment operated: skid loader, backhoe, loaders, compacters, asphalt paver, rollers, and excavators.

Employment

7/2021-11/2022

Parrish & Sons Construction

Kansas City, MO

General Superintendent

Supervision and oversight of multiple crews performing multi-million dollar excavation and site work for projects such as KC streetcar expansion, KCI airport terminal, and META Data Center. Performed and provided oversight for KCMO water main replacement. Coordinated and scheduled manpower, equipment, and subcontractors with the general contractor.

3/2020-7/2021

JA Lillig Belton, MO Superintendent

Management of multiple crews performing multi-million dollar excavation and site work for projects such as KCI airport

terminal, YMCA rehabbing project, and Meadowbrook Senior Living. Coordinated and scheduled manpower, equipment, and subcontractors with the general contractor.

5/2017-3/2020

Kissick Construction

Kansas City, MO

Pipelayer

Responsible for the proper installation of storm, sanitary, and water lines including maintain as builts.

7/2006-5/2017

O'Donnell & Sons Construction

Overland Park, KS

Crew Leader

Responsible for GPS grade staking of roads, curbs, parking lots, and mass grading. Other responsibilities included management of operators for maximum production on dirt excavation and site-work.

3/2004-7/2006

APAC Construction

Overland Park, KS

Crew Leader

Responsible for crew performance and quality on asphalt paving crew.

9/2003-03/2004

McCambridge Brothers Construction

Lee's Summit, MO

Project Manager

Responsible for monitoring cash flow and budget creation, estimating and purchasing materials, scheduling subcontractors and materials, and reviewing blue-prints.

6/1996-09/2003

Musselman and Hall Contractors

Kansas City, MO

Foreman

Responsible for the timely completion of numerous joint sealing, asphalt, excavation, and concrete projects. Scheduling personnel and equipment, completing time sheets, and job and material tracking.

Education

1/2003-12/2004

Park University

Parkville, MO

B.S. Business Administration Graduation December 2004

Coursework: organization, economics, accounting, marketing,

computers, and finance

8/90-5/93 & 1/01-12/02

William Jewell College

Liberty, MO

Course work: organization, accounting, marketing,

computers, and finance

Certification

12/2018

40 hour Hazwopper Certification

Kansas City, MO

10/2018

40 hour MSHA Certification

Kansas City, MO

12/2010

10 hour OSHA Certification

Kansas City, MO

References available upon request