

R. 20679

Contract Documents and Specifications

for

**2021 Road Program  
Surface Reclamation and Chip Seal**

**County Project No. 3250  
Bid No. PW 03-2021  
February 24, 2021**

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

Director of Public Works – Brian Gaddie, PE  
Chief Engineer – Earl Newill, PE  
Construction Manager – Ric Johnson, PE  
Construction Inspector – Ben Allen

**FILED**

JUN 21 2021

MARY JO SPINO  
COUNTY CLERK



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2021

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

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

<b>PRODUCER</b> HUB International Mid-America 9200 Ward Parkway Suite 500 Kansas City MO 64114		<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C No, Ext):</b> 816-708-4600 <b>FAX (A/C No):</b> 816-203-4425 <b>E-MAIL ADDRESS:</b> HUB-KC.Certificates@HUBInternational.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Phoenix Insurance Company	<b>NAIC #</b> 25623
		<b>INSURER B:</b> Travelers Property Casualty Company of America	25674
		<b>INSURER C:</b> Missouri Employers Mutual Insurance Company	10191
		<b>INSURER D:</b> The Travelers Indemnity Company of America	25666
		<b>INSURER E:</b> Previsor Insurance Co.	
		<b>INSURER F:</b> Argonaut Insurance Company	19801

**COVERAGES**

CERTIFICATE NUMBER: 885084814

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		DTC09212947PHX21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS 90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		DT8109M352747TIA21	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y		CUP9M4229022126	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C E F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MEG102108613 PRV30004002 WC928586285514	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: 2021 Road Program Surface Reclamation and Chip Seal; Jackson County Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority are Additional Insured as respects the General, Auto and Umbrella Liability policies. 30 day cancellation notice to the certificate holder, 10 days for non-payment when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Jackson County, Missouri  
 Department of Public Works  
 303 West Walnut Street  
 Independence MO 64050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ESTABLISHED 1820

JACKSON COUNTY

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MISSOURI



JACKSON COUNTY, MISSOURI PUBLIC WORKS  
ENGINEERING DIVISION, 303 WEST WALNUT STREET,  
INDEPENDENCE, MISSOURI 64050

2021 ROAD PROGRAM  
SURFACE RECLAMATION AND CHIP SEAL

COUNTY PROJECT NO. 3250  
COUNTY BID NO. PW 03-2021

**ADDENDUM NO. 1**  
**Date: March 8, 2021**

Each bidder shall note these revisions to the Bidding Documents and incorporate these revisions in their bid. Each bidder shall acknowledge receipt of this addendum in the Bid Form of the Bidding Documents.

This addendum consists of this page and the following revisions:

**1. REVISIONS TO BIDDING DOCUMENTS, CONTRACT DOCUMENTS AND SPECIFICATIONS**

- 1-1. A total of 2,100 linear feet on Park Road (north of Scruggs Road) is hereby added to the proposed list of roadway improvements. Appendix B - Location Map is included to clarify the roadway location. (See attached.)
- 1-2. The Bid Form is hereby modified to reflect the additional roadway improvements added to the project. (See attached.)

Within the Bid Packet the bidder shall sign the "Addenda Certification" and note they received their 1st ADDENDUM. The original bid documents, including any previous addenda, remain in effect except as revised by the changes noted in this Addendum No. 1.

ADDENDUM 1 Prepared by: Ric Johnson with Jackson County Public Works

**END OF ADDENDUM NO. 1**

Prairie  
Lee  
Lake

End Construction  
@ 2,100 LF

Park Road

NE Tudor Rd

NE Pismo Ln

Fleming

Surface Area = 2,100 LF x 26'  
= 54,600 SF  
= 6,067 SY

Park Road

East Park Lane

Begin Construction  
@ Concrete Apron

Addendum 1

NE Scruggs Rd

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



2021 Road Program – Surface Preservation/Chip Seal

Park Road Location Map

B1

Appendix

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Addendum 1

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



2021 Road Program

B2

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# **BIDDING REQUIREMENTS**

## INVITATION TO BID

JACKSON COUNTY, MISSOURI  
2021 ROAD PROGRAM  
SURFACE RECLAMATION AND CHIP SEAL  
COUNTY PROJECT NUMBER 3250 – COUNTY BID NUMBER PW 03-2021

Bid documents will be available on **March 2, 2021**, for the **2021 ROAD PROGRAM – SURFACE RECLAMATION AND CHIP SEAL**. All sealed proposal bids must be submitted to the office of the Director of Public Works, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050, prior to 2:00 PM on **March 16, 2021**. Sealed proposals will be opened on **March 16, 2021** at 2:05 PM at that same address.

**Project Work Includes:** Approximately 12.3 centerline-miles of roadway surface reclamation and chip seal surfacing.

Any Bidder, who has special needs addressed by the Americans with Disabilities Act, should notify the Project Manager at the number listed below, or through the Missouri Relay System. Jackson County hereby notifies all Bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, gender or national origin, in consideration for an award. Furthermore, a 0.0 % MBE (Minority Business Enterprise, 0.0 % WBE (Women Business Enterprise), and 0.0 % VBE (Veterans Business Enterprise) goals as established by the Compliance Review Office (CRO) are part of this contract. Contractor shall comply with all requirements of Jackson County Ordinance No. 4636. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE, and VBE goals established by the County or show good faith effort as to why those goals could not be met and comply with all reporting requirements.

The sealed Proposals and Bid must be made on the forms provided in the contract documents. Each Proposal must include: 1) the completed bidding documents; 2) a cashier's check drawn on an acceptable bank, or an acceptable bidder's bond, in an amount not less than five (5) percent of the total amount of the bid (all surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register); and, 3) a completed **COMPLIANCE REVIEW FORM** with current (issued within the last 12 months) Jackson County Certificate of Compliance attached. Failure to complete this report or attach a current certificate as outlined above may result in the rejection of the bid. For information contact the Compliance Review Officer at (816) 881-3302.

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

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

The successful Bidder, as a condition of the award of this contract must:

Have a surety company which (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.

The project will be awarded to the lowest, responsive, responsible bidder.  
Please contact Ric Johnson, PE (Senior Project Manager)(816-881-4499) if you have any questions.

## INSTRUCTIONS TO BIDDERS

1. **PROPOSALS:** Each Proposal shall be legibly printed in ink or typed on the form provided with this bound copy of the Contract documents. No alterations in Proposal, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to verify any alteration. No alteration in the Proposal, or in the form, on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the Contract documents, properly signed by the Bidder, shall accompany the Proposal at the time of submittal.

Each Proposal shall be sealed in an envelope. The envelope shall be marked on the outside with the words "FOR BIDDING PURPOSES – 2021 ROAD PROGRAM – SURFACE RECLAMATION AND CHIP SEAL Project Number: 3250"

2. **STATE SALES TAX EXEMPTION:** Jackson County is an exempt entity under 144.062, Revised Statutes of Missouri, and will issue the contractor and subcontractors an exemption certificate. Bidders are instructed not to include sales tax in their prices.

3. **PROPOSAL GUARANTEE:** Each Proposal shall be accompanied by a cashier's check drawn on an acceptable bank or an acceptable bidder's bond, in an amount not less than five percent (5%) of the total amount of the bid. Bids received without a Bid Guarantee or a Bid Bond will not be considered.

The successful Bidder, as a condition of the award of this contract must have a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current with United States Department of the Treasury list as a surety whose bonds are acceptable to the United States Government. See the following website: [http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm) to the Department of the Treasury's Listing of the Certified Companies for Surety Bonds as part of the Financial Management Service, a Bureau of the United States Department of the Treasury.

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

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

5. **WITHDRAWAL OF BID:** No bidder may withdraw their Proposal for ninety (90) days after the date and hour set for the opening. A bidder may withdraw his Proposal any time prior to expiration of the period during which Proposals may be submitted by a written request signed in the same manner and by the same person who signed the Proposal.

6. **ACCEPTANCE AND REJECTION OF BIDS:** The Owner reserves the right to accept the bid which, in its judgement, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.
7. **SIGNATURE OF BIDDERS:** Each Bidder shall sign their Proposal using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative(s). Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixed to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.
8. **INTERPRETATION OF CONTRACT DOCUMENTS:** If any person who contemplated submitting a bid is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract documents, they may submit to the engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed Contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of Contract documents from the Director of Public Works. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract documents.
9. **LOCAL CONDITIONS AFFECTING WORK:** Each Bidder shall visit the site of the work and shall completely inform themselves relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. There will be no subsequent financial adjustment for lack of such prior information.
10. **INSURANCE:** Throughout the life of the contract, the contractor will be required to carry the types and amounts of insurance named in the General Conditions paragraph GC-33.
11. **PAYMENTS:** Payment for all work performed under the proposed Contract will be made by the County in the manner set forth in the Special Conditions.
12. **TIME OF COMPLETION:** The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the County of their ability to complete the work within the allowable time set forth in the Proposal. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions relative to delays, extensions of time, and liquidated damages.
13. **QUALIFICATIONS OF BIDDERS:** The Director of Public Works reserves the right to inspect and approve the bidder's equipment before the award of contract. Both the prime contractor and all potential subcontractors must comply with all Affirmative Action provisions of this contract. The Contractor's attention is directed to General Conditions paragraph GC-37 regarding subcontractors and to the Affirmative Action sheets given in the bid documents. The contractor shall identify all potential subcontractors on or before the bid opening, whether or not he eventually requests that they be

approved, on this Affirmative Action sheet.

14. **MINORITY, WOMEN & VETERAN BUSINESS ENTERPRISE UTILIZATION**: Contractor shall comply with all requirements of Jackson County Ordinance No. 4636. Contractor shall ensure that it and its subcontractors collectively meet the MBE, WBE, and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements.
15. **TAXES AND PERMITS**: Attention is directed to the requirements of the **TAX CLEARANCE FORM** regarding payment of taxes.
16. **PERFORMANCE BOND**: Each Bidder to whom a contract is awarded will be required to furnish a performance bond to the County in an amount equal to one hundred percent (100%) of the Contract Price. All surety performance and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register as surety companies acceptable on federal bonds. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-face to bind the surety company and certified to include the date of the bond.
17. **BID SUBMITTAL**: The bidder's attention is called to the packet, marked "FOR BIDDING PURPOSES", which is included with the bound copy. All necessary forms for bid submittal are found therein. **USE THE PACKET FORMS FOR SUBMITTING BIDS** instead of the proposal forms bound with the Specifications.
18. **COPIES OF PLANS AND SPECIFICATIONS**: Copies of the plans and specifications for use in preparing bids may be obtained from the Jackson County Public Works Department, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050. A fee of **\$20.00** shall be required for each set of contract documents. Fees will not be refunded. Checks are to be made in favor of Manager, of Finance, Jackson County, Missouri.
19. **BUSINESS EXPECTANCY**: The lowest bidder shall not be considered as having received business expectancy merely because of submitting the lowest bid. Business expectancy does not exist until the contract is awarded by the Jackson County Legislature.
20. **RETAINAGE**: Contractor's attention is directed to the Special Conditions, which provides for a reduced retainer as long as the project schedule is maintained.
21. **WAGE LAW**: The Contractor shall comply with all requirements of the prevailing wage law of Jackson County, Missouri Chapter 19 Prevailing Wage Compliance Program, including the latest amendments thereto.
22. **ADDITIONAL INFORMATION**: The County, in its sole discretion, may request additional information from any or all bidders.

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**PROPOSAL**  
**Jackson County, Missouri**

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

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

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

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) calendar days after acceptance of the Proposal, and further agrees to complete the entire work covered in the contract award within **100% completion by August 31st** from the Notice to Proceed.

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

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

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

PROPOSAL (continued)

**ADDENDA CERTIFICATION**

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

*TR Vance*

\_\_\_\_\_  
Authorized Signature of Bidder

*Vance Brothers, Inc.*

\_\_\_\_\_  
Company Name

*3-15-21*

\_\_\_\_\_  
Date

**BID FORM**



Jackson County, Missouri  
Public Works Department – Engineering Division

**PROPOSAL FOR  
2021 ROAD PROGRAM  
SURFACE RECLAMATION AND CHIP SEAL**  
County Project No. 3250, Bid No. PW 03-2021

Item	Description	Quantity	Units	Unit Price	Total Price
1	Surface Reclamation (5" Depth)	119,570	SY	\$ 4.43	\$ 529,695. <sup>10</sup>
2	Chip Seal Surfacing	119,570	SY	\$ 2. <sup>00</sup>	\$ 239,140. <sup>00</sup>
3	Force Account	1	FA	\$30,000.00	\$30,000.00
4	Surface Reclamation (5" Depth) – Park Road	6,067	SY	\$ 4.43	\$ 26,876. <sup>81</sup>
5	Chip Seal Surfacing – Park Road	6,067	SY	\$ 2. <sup>00</sup>	\$ 12,134. <sup>00</sup>
<b>Total Bid for Project =</b>					<b>\$ 837,845.<sup>91</sup></b>

*Eight hundred thirty-seven thousand eight hundred forty-five dollars and ninety-one cents*

Total Amount of Bid for Project (Typed or Written)

*Vance Brothers, 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.**



**BID BOND**



Project Number County Project No. 3250  
Project Title 2021 Road Program Surface Reclamation and Chip Seal  
Bond Number BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Vance Brothers, Inc. of

5201 Brighton Ave., Kansas City, MO 64130, as Principal, and Liberty Mutual Insurance Company as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto JACKSON COUNTY, MISSOURI, a constitutionally home rule chartered governmental organization, as Obligee, in the sum of

FIVE (5%) PERCENT OF TOTAL AMOUNT BID---- Dollars (\$5% of bid), lawful money of the United States.

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

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

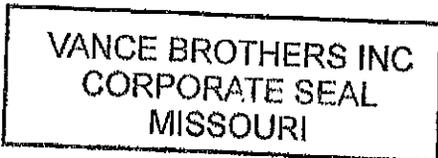
Signed, sealed and delivered this 16th day of March, 2021.

**BIDDER AND PRINCIPAL**

Name, address and facsimile number of Bidder and Principal

Vance Brothers, Inc.  
5201 Brighton Avenue P O Box 300107  
Kansas City, MO 64130-0107  
ph: 816-923-4325 fax 816-923-6472

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



VANCE BROTHERS INC (816) 923-4325

By: TR Vance  
Title: President *Tim Vance*

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

Liberty Mutual Insurance Company  
2200 Renaissance Boulevard, Ste. 400  
King of Prussia, PA 19406-2755  
Phone No. 610-832-8240

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: Linda L. Nutt  
Title: Linda L. Nutt  
Date: Attorney-in-Fact

(Attach seal and Power of Attorney)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Linda L. Nutt of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: Jackson County, Missouri

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16<sup>th</sup> day of March, 2021.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

PROPOSAL (continued)

**ACKNOWLEDGEMENT**

STATE OF Missouri }  
COUNTY OF Jackson } ss.

Tim Vance

Printed Name of Authorized Person with Bidding Entity

being duly sworn, deposes and says that he/she is

President

(Title of Person Signing)

, with

Vance Brothers, Inc.

(Name of Bidding Organization)

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

TV Vance

(Signature of Authorized Person with Bidding Entity)

3-15-21

Date

Sworn to before me this 15<sup>th</sup> day of March, 2021.

Heldie Livingston

Notary Public

My commission expires July 25, 2022

SOLDIE I. LIVINGSTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CASS COUNTY  
COMMISSION EXPIRES 7/25/2022  
COMMISSION # 12403578

PROPOSAL (continued)

**ANTI-COLLUSION STATEMENT**

STATE OF Missouri )  
COUNTY OF Jackson ) ss.

Tim Vance

(Printed Name of Authorized Person with Bidding Entity)

being duly sworn, deposes and says that he/she is

President

(Title of Person Signing)

, with

Vance Brothers, Inc.

(Name of Bidding Organization)

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

JR Vance

(Signature of Authorized Person with Bidding Entity)

3-15-21

Date

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



VANCE BROTHERS INC (816) 923-4325

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 15<sup>th</sup> day of March, 2021.

Goldie Livingston

Notary Public

My commission expires July 25, 2022

GOLDIE I. LIVINGSTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CASS COUNTY  
MY COMMISSION EXPIRES 7/25/2022  
COMMISSION # 12403578

### EQUIPMENT QUESTIONNAIRE

The undersigned hereby represents that they propose 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?

PERRY K. DUMMITT

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
1	ETNYRE CHIP SPREADER	GOOD	8	KCMO
1	KENWORTH/MACK DISTRIB.	GOOD	3-5	KCMO
3-5	KENWORTH/MACK/HOLVO	GOOD	7-10	KCMO
	INTERNATIONAL MATL. TRUCKS			
2	HYPAC ROLLERS	GOOD	7-10	KCMO
1	BROCE MECHANICAL BROOM	GOOD	7-10	KCMO
1	WIRTEL RECLAIMER	GOOD	3	ST JOE, MO
1	7726 MOTOR GRADER	GOOD	6	KCMO
1	BW213 SHEEP FT. ROLLER	GOOD	5	HOLDEN, MO
1	C556B STEEL WHEEL ROLLER	GOOD	2	KCMO
1	MACK WATER TRUCK	GOOD	24	KCMO

Attach additional sheets if required.

**LIST OF CONTRACTS ON HAND**

Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete
Sw District of MoDOT	Chip Seal, MO Dept. of Transportation	\$2,737,118.74	6/1/21	0%
Reading, KS	Chip Seal City of Reading, KS	\$44,598.96	4/15/21	0%
Peculiar, MO	Chip Seal / Asphalt Repair Shadow Hills Hwa	\$70,575.00	5/1/21	0%
Leavenworth : Douglas County, KS	Chip Seal Subcontractor to Bettis Asphalt on a KDOT Project	\$537,186.95	6/15/21	0%
Atchison : Holt County, MO	Scrub Seal Subcontractor to Herzog on MoDOT project	\$133,625.15	6/1/21	0%
Kansas City, MO	Crack Seal City of Kansas City, MO	\$464,400.00	3/8/21	10%
Rte 69 in Johnson County, KS	Chip Seal Subcontractor to Superior Bowen KDOT job	\$197,252.00	6/15/21	0%

Attach additional sheets as required.

**AFFIDAVIT**

Comes now Tim Vance, of the  
*Printed Name of Affiant*

Vance Brothers, Inc.  
*Name of Bidding Entity*

and upon his/her oath states that in connection with the bid for

2021 Road Program Surface Reclamation and Chip Seal  
*Name of Project Being Bid Upon*

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

Further, Affiant sayeth naught.

Tim Vance  
*Signature of Affiant*

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,  
this 15<sup>th</sup> day of March, 2021.

Goldie Livingston  
*Notary Public*

My commission expires July 25, 2022.

GOLDIE I. LIVINGSTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CASS COUNTY  
MY COMMISSION EXPIRES 7/25/2022  
COMMISSION # 12403578

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF Missouri )  
COUNTY OF Jackson ) ss

On the 15<sup>th</sup> day of March, 2021, before me appeared Tim Vance  
(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 Vance Brothers, Inc.  
(Title) (Business Name)  
and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

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

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

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.525, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ 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  
15<sup>th</sup> day of March, 2021.

My Commission Expires July 25, 2022  
GOLDIE I. LIVINGSTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CASS COUNTY  
COMMISSION EXPIRES 7/25/2022  
COMMISSION # 12403578

Geldie Livingston  
Notary Public

## **TAX CLEARANCE REQUIRED**

No person, firm, or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm, or corporation is duly listed and assessed on the County tax rolls and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Purchasing Manager shall cause a search to be made of the County tax rolls to determine the eligibility of that person, firm, or corporation under this section.

When the lowest responsible bidder is ineligible under this section, the Purchasing Manager may notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, the Purchasing Manager shall proceed as though the lowest responsible bidder who is eligible under this section had entered the lowest bid.

2021 ROAD PROGRAM  
SURFACE RECLAMATION AND CHIP SEAL

COUNTY PROJECT 3250  
COUNTY BID NO. PW 03-2021

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

Gentlemen:

I do hereby certify that year 2019 Personal Property and/or Merchants and Manufacturers Tax for State, County, School and other purposes have been paid in the amount of \$ 85,915.<sup>53</sup>. I further certify that assessment returns as required by law for year 2019 were filed on behalf of the undersigned, including therein a full, accurate and complete listing of all tangible personal property, subject to assessment in Jackson County, Missouri.

*JR Vance*

Authorized Signature of Bidder

*President*

Title

For:

Vance Brothers, Inc.

Company Name

5201 Brighton Ave.

Street Address

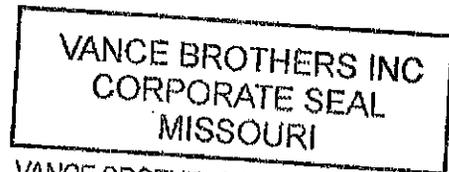
Kansas City, MO 64130

City, State & Zip

816-922-8021

Telephone #

Federal I.D. # 44-0577983



VANCE BROTHERS INC (816) 923-4325

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,  
this 15<sup>th</sup> day of March, 2021.

*Goldie Livingston*  
Notary Public

My commission expires July 25, 2022.

GOLDIE I. LIVINGSTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CASS COUNTY  
MY COMMISSION EXPIRES 7/25/2022  
COMMISSION # 12403578

## EQUAL EMPLOYMENT OPPORTUNITY

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

"All contracts for labor services, supplies, and construction wherein Jackson County is a party, whether negotiated or formally advertised, shall contain a nondiscrimination in employment clause which shall provide that the contractor in the performance of the contract will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Actions of the contractor shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

The Contractor agrees to comply in all respects with all statutory provisions and the County Ordinances.

### LIST OF INTENDED SUBCONTRACTORS

Bidder Name: Vance Brothers, Inc.

Will subcontractors be used to complete the work?  Yes  No

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

Subcontractor No. 1

Name: J.A. Lillig Excavating, Inc.

Address: 1615 E. 173<sup>rd</sup> Street

City & Zip Code: Belton, MD 64012

Telephone No: 816-331-2280 Fax No: 816-331-2172

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

Surface Reclamation - Bid Items 1 & 4

Dollar	\$
Amount	418,922.95

Subcontractor No. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

Dollar	\$
Amount	

(List of Subcontractors Continued)

Subcontractor No. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dollar	\$
Amount	

Subcontractor No. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dollar	\$
Amount	

## CERTIFICATE OF COMPLIANCE



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

### CERTIFICATE OF COMPLIANCE NOTICE:

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

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

Vendors may complete a  
Certificate of Compliance Application by visiting  
[www.jacomocompliance.com](http://www.jacomocompliance.com)

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

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

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

QUESTIONS? Email [compliance@jacksongovorg](mailto:compliance@jacksongovorg)

### CONTRACTOR UTILIZATION PLAN

Bid Number: PW 03-2021  
Bid Title: 2021 Road Program – Surface Reclamation and Chip Seal  
Contracting Department: Public Works Department (Engineering Division)

Bidder: Vance Brothers, Inc.

I, Perry Dummit, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Invitation to Bid and the MBE/WBE/VBE Program and is given on behalf of the Bidder listed above. It sets out the Bidder's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the Bid.

The goals set by Jackson County, Missouri are:

0.0 %MBE      0.0 %WBE      0.0 %VBE

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

0 %MBE      49 %WBE      0 %VBE

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

Please note:

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

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

MBE SUBCONTRACTORS

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

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

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

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

WBE SUBCONTRACTORS

A.	WBE Firm:	J.A. LILLIG EXCAVATING, INC	INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Contract Value: \$
	Address line 1:	1615 E. 173 <sup>RD</sup> ST.	
	Address line 2-including County:	BELTON, MO / CASS CO.	
	Telephone Number:	816-331-2280	
	President/Owner:	CHRISTY LILLIG	
	Email Address:	matt@jalillig.com	
	Certifying Agency:	KCMO / MO DOT	
	Expiration Date of Certification:	12/22	
	Scopes of Work Utilized:	RECLAMATION	
	Percentage of Contract Awarded:	50%	

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

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

TOTAL WBE VALUE: \$

\*\*\* Add Additional Pages as Necessary \*\*\*

VBE SUBCONTRACTORS

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

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

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

<b>TOTAL VBE VALUE:</b>		\$
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\*\*\* Add Additional Pages as Necessary \*\*\*

**ACKNOWLEDGEMENT**

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

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

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

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

**\*\*\* Contact the Compliance Review Office (816-881-3302) for assistance or to request forms. \*\*\***

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

Bidder Primary Contact: Perry Dummitt

Title: Project Manager Email: pdummitt@vancebrothers.com

Date: 3/15/2021 Phone: 816-923-4325

Subscribed and sworn to before me this 15<sup>th</sup> day of March, 2021.

Goldie Livingston  
Notary Public

My Commission Expires: July 25, 2022

(Attach corporate seal if applicable)



VANCE BROTHERS INC (816) 923-4325

For questions on this form please contact:

GOLDIE I. LIVINGSTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CASS COUNTY  
MY COMMISSION EXPIRES 7/25/2022  
COMMISSION # 12403578

Compliance Review Office  
816-881-3302  
[CRO@jacksongov.org](mailto:CRO@jacksongov.org)

**OSHA TEN HOUR TRAINING REQUIREMENTS:**

Missouri Law, Section 292.675, RSMo, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar

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

The undersigned bidder hereby certifies:

**OSHA 10 CARD CERTIFICATION**

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

*JR Vance*

Authorized Signature of Bidder

*Vance Brothers, Inc.*

Company Name

*3-15-21*

Date

THE E-VERIFY PROGRAM FOR EMPLOYERS & ELIGIBLE ALIENS

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Vance Brothers, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 142617

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Vance Brothers, Inc.

John Yeldell

Name (Please type or print)

Title

*Electronically Signed*

08/06/2008

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please type or print)

Title

*Electronically Signed*

08/06/2008

Signature

Date

# Jackson County Missouri

# Certificate of Compliance



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

Vance Brothers, Inc.

5201 Brighton

Kansas City, MO 64130

2021 Certificate: 20210308VC248

Issued: 2021-03-08

Expires: 2021-12-31

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

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

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

Chief Compliance Review Officer  
Jackson County Missouri

816-881-3302

compliance@jacksonsongov.org

**Arthur Sewell**

---

**From:** Jackson County Compliance Review Office <compliance@jacksongov.org>  
**Sent:** Friday, March 5, 2021 1:33 PM  
**To:** notify@lazarusgroup.com; compliance@jacksongov.org; Marianne Hughes; Arthur Sewell  
**Subject:** Jackson County Tax Check – Approved Vance Brothers, Inc.

Vance Brothers, Inc.

The above named business has requested a tax clearance from the Jackson County Collector in order to be listed as an eligible vendor for contract(s) with Jackson County. Based on the provided name(s) and address(es) listed on the application and a search of the records available for our review at this time, the Collection Department concludes that there are no outstanding taxes for the year 2019 and prior. 2020 taxes will become delinquent if not paid by December 31, 2020 due date.

Additional Information: no outstanding taxes for the year 2020 and prior The above named business has requested a tax clearance from the Jackson County Collector in order to be listed as an eligible vendor for contract(s) with Jackson County. Based on the provided name(s) and address(es) listed on the application and a search of the records available for our review at this time, the Collection Department concludes that there are no outstanding taxes for the year 2020 and prior. 030521.kas

Sincerely,  
Jackson County Compliance Review Office  
compliance@jacksongov.org

# STATE WAGE RATES

## WAGE RATES

### General Conditions

Except as provided in subparagraph A., below, this Contract shall be based upon payment by the Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

A. Wage Law: Except as provided in this subparagraph, the contractor shall comply with all requirements of the Jackson County Missouri Chapter 19 Prevailing Wage Compliance Program, including the latest amendments there to. Pursuant to Section 1905.2a, the provisions of the prevailing wage law do not apply to the construction of public works for which the engineer's estimate or the awarded contract cost is \$75,000 or less. The "total project cost" is based upon the entire project and not individual jobs within a larger project. The "total project cost" includes the total value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project and additionally includes all materials and supplies purchased for the project. The provisions of this paragraph do not apply to any contract that is excluded from the applicability of the Jackson County Missouri Chapter 19 Prevailing Wage Program.

B. Penalty: The Contractor shall forfeit as a penalty to the County, One Hundred Dollars (\$100) for each workman employed, for each calendar day, or portion thereof, that such workman is paid less than the said stipulated rate for any work done under this contract by the Contractor or by any of its subcontractors.

C. Withholding Payment: The County has a duty to withhold and retain from payment, which is due to the Contractor under this contract all sums and amounts due and owing as a result of any violation of said laws. The County reserves the right to withhold payments throughout the duration of any resulting contract if a contractor is found to be delinquent in any aspect relating to compliance with Chapters 6 and 19 of the Jackson County Code. Payments may be held until all said delinquencies have been rectified to the satisfaction of the Compliance Review Office.

D. Required Records: The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Industrial Commission of Missouri and the County. Said records shall be kept for a minimum of one (1) year after the project has been accepted and the Required Affidavit, outlined in subsection G, is received.

E. No Adjustment for Changes In Rates: During the life of this contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due to the Contractor by reason of any such change.

F. Exceeding Rates and Hours: The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any workman in a particular period of time.

- G. Required Affidavit: No final payment for work under this contract will be made by the County until it has received from each contractor and subcontractor an affidavit stating that each has fully complied with the provisions and the requirements of said law.
- H. Prevailing Wages: The current prevailing wage rate determination made by the Industrial Commission of Missouri and applicable during the term of this contract is reproduced verbatim herein.
- I. Posting: Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri, shall be displayed in a conspicuous place on the project under a heading of NOTICE, with the heading in letters at least one inch high.
- J. Contract Work Hours and Safety Standards Act (42 U.S.C. Sect. 329): The Contractor is required to comply with Section 103 of the above Act.
- K. Certified Payroll Records: An original copy of certified payroll records shall be emailed weekly to the Compliance Review Office at CRO@jacksongov.org. A copy of certified payroll records indicating applicable invoice number(s) shall also be emailed to the Project Supervisor.

Payroll Records must meet the following minimum requirements:

Workers must be classified according to the State's Occupational Title Rule. Workers listed as Journey Worker for Local Union XX is not acceptable. The specific classification must be named. The specific Group must be named. It is impossible to compare wage rates paid to the proper prevailing wage rate if the Group is not listed.

For all apprentices on each payroll, the apprentice letter must be attached confirming registration in the program, level in the program (i.e. 3rd Level, or 3rd 6-Month Period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on the payroll.

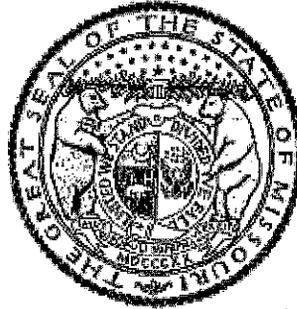
A one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certificate page of the payroll form. If fringe benefit contributions are not indicated by an hourly rate on the certificate payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 27

Section 048  
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_  
Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations

**2021 ROAD PROGRAM  
SURFACE RECLAMATION AND CHIP SEAL**

**COUNTY PROJECT 3250  
COUNTY BID NO. PW 03-2021**

Building Construction Rates for  
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$63.92
Boilermaker	\$83.53
Bricklayer	\$56.71
Carpenter	\$57.23
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$51.50
Plasterer	
Communications Technician	\$57.83
Electrician (Inside Wireman)	\$63.56
Electrician Outside Lineman	\$65.49
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$53.53
Glazier	\$54.70
Ironworker	\$63.98
Laborer	\$45.82
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$51.48
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$57.14
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.72
Plumber	\$69.71
Pipe Fitter	
Rofer	\$53.67
Sheet Metal Worker	\$67.20
Sprinkler Fitter	\$59.86
Truck Driver	\$49.82
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for  
 JACKSON County

REPLACEMENT PAGE

Section 048

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

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

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

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

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## OVERTIME and HOLIDAYS

### OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### HOLIDAYS

January First;  
The last Monday in May;  
July Fourth;  
The first Monday in September;  
November Eleventh;  
The fourth Thursday in November; and  
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



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

New  Update

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

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

14. Contractor Information Notification

General Contractor:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Type of Craftsmen Needed by Project \_\_\_\_\_

Scope of Work \_\_\_\_\_

List all Subcontractors:

1. Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Type of Craftsmen Needed by Project \_\_\_\_\_

Scope of Work \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Type of Craftsmen Needed by Project \_\_\_\_\_

Scope of Work \_\_\_\_\_

3. Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Type of Craftsmen Needed by Project \_\_\_\_\_

Scope of Work \_\_\_\_\_

(Subcontractors continued)

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

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

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

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

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

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

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

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

**SUBMIT**

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



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

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

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

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

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Receipt by Authorized Public Representative

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

PW-4-MODOT (03-16) AI

## **SALES TAX EXEMPTION**

Jackson County, Missouri is an exempt entity under Section 144.062, RSMo, and the purchase of tangible personal property and materials to be incorporated into or consumed in the construction of this project, can be made on a tax-exempt basis as provided in that statute. Jackson County will issue an exemption certificate to the contractor along with the contract. Sales tax paid due to the contractor's or any subcontractor's failure to take advantage of the county's tax exempt status will not be included in the contractor's invoice to the Owner.

Page 42 is the current exemption from the State of Missouri, issued to Jackson County and is included for information only.

Page 43 is the "Missouri Project Exception Certificate" (Form 5060) that will be issued to the contractor and subcontractors working on the same project after the contract has been awarded.

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

ISSUED TO:

MISSOURI TAX I.D.  
NUMBER: 13643347

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

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

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

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

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

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

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

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

**ANY ALTERATION TO THIS EXEMPTION LETTER RENDERS IT INVALID.**

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

**2021 ROAD PROGRAM  
SURFACE RECLAMATION AND CHIP SEAL**

**COUNTY PROJECT 3250  
COUNTY BID NO. PW 03-2021**

**Reset Form      Print Form**



Missouri Department of Revenue  
Project Exemption Certificate

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

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate Jackson County, Missouri		Missouri Tax Exemption Number 11316143351417	
	Address 415 East 12th Street, Room G-1		City Kansas City	State MO
	E-mail Address eljohnson@jacksongov.org		ZIP Code 64106	
	Project Number 3248	Project Begin Date (MM/DD/YYYY) 05/01/2021	Estimated Project End Date (MM/DD/YYYY) 12/31/2021	
	Description of Project The Work includes the surface reclamation and chip seal of various roadways within the County. County Project No. 3250 (PW 03-2021)			
	Project Location Various locations within the County.		Certificate Expiration Date (MM/DD/YYYY) 12/31/2021	
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity Ric Johnson, PE / Construction Manager	Date (MM/DD/YYYY)	

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <u>Section 144.052, RSMo</u> . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.			
	Name of Purchasing Contractor		Signature of Contractor	
	Date (MM/DD/YYYY)			
Address		City	State	ZIP Code

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

Form 5060 (Revised 05-20-21)

Taxation Division      Phone: (573) 761-2828  
P.O. Box 358      Fax: (573) 522-1271  
Jefferson City, MO 65105-0358      E-mail: [sales@taxexemptions@dor.mo.gov](mailto:sales@taxexemptions@dor.mo.gov)

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



THIS SHEET LEFT BLANK INTENTIONALLY.

# CONTRACT FORMS

## CONTRACT AGREEMENT

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

a MISSOURI 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 an Advertisement calling for bids to be published for and in connection with Jackson County Project: *2021 Road Program – Surface Reclamation and Chip Seal, County Project No. 3250* and

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

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

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

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

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

Eight Hundred Thirty Seven Thousand, Eight Hundred Forty Six Dollars and 00 Cents

(\$ 837,846.00 )

for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions.

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

ARTICLE IV. That the Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his 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 he has 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 him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He 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 County agrees to pay the Contractor in the manner and in the amount provided in the said specifications and proposal.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 20679  
of May 24, 2021, these presents to be executed in its behalf by its duly authorized  
agent, and the said Party of the Second Part (Contractor) has hereunto set its hand and seal.

Recommended by:

  
\_\_\_\_\_  
Brian D. Gaddie, P.E.  
Director of Public Works

6.8.21  
Date

  
\_\_\_\_\_  
Frank White, Jr.  
County Executive

\_\_\_\_\_  
Date

Approved to form this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

  
\_\_\_\_\_  
County Counselor



Attest:   
\_\_\_\_\_  
Clerk of the Legislature

VANCE  
CC  
VANCE BR

NO DATE  
PLEASE



By:   
\_\_\_\_\_  
Robert A. Vance  
Sr. Vice President  
Second Party (Contractor)

Attest:   
\_\_\_\_\_  
Arthur Sewell  
Asst. Secretary

BOND NO: 674215663

**PERFORMANCE BOND**



Project Number 3250  
Project Title 2021 Road Program Surface Reclamation and Chip Seal

KNOW ALL MEN BY THESE PRESENTS: That

VANCE BROTHERS, INC., as PRINCIPAL (CONTRACTOR), and

Liberty Mutual Insurance Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Jackson County, Missouri, a constitutionally home rule chartered governmental organization, (COUNTY), as Obligee, in the penal sum

of Eight Hundred Thirty Seven Thousand, Eight Hundred Forty Six Dollars and 00 Cents

(\$ 837,846.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered a Contract with COUNTY

3032 Road Program

for Surface Reclamation and Chip Seal which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_ day of

NO DATE  
PLEASE

**CONTRACTOR**

Name, address and facsimile number of Contractor

Vance Brothers, Inc.  
5201 Brighton Avenue P O Box 300107  
Kansas City, MO 64130-0107  
ph: 816-923-4325 fax 816-923-6472

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



VANCE BROTHERS INC (816) 923-4325

By:   
**Robert A. Vance**  
Title: **Sr. Vice President**

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

Liberty Mutual Insurance Company  
Renaissance Boulevard, Ste. 400,  
King of Prussia, PA 19406-2755  
Phone No. 610-832-8240

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: Linda L. Nutt, Attorney-in-Fact  
Date: May 28, 2021

(Attach seal and Power of Attorney)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty Mutual.**  
**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Linda L. Nutt of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: Jackson County, Missouri

Surety Bond Number: 674215663

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



**MAINTENANCE BOND**

BOND NO: 674215663

Project Number: 3250

Project Title: 2021 Road Program Surface Reclamation and Chip Seal

KNOW ALL MEN BY THESE PRESENTS, that we,

Vance Brothers, Inc.

*Legal Name of Contracting Firm*

of Kansas City, Missouri

*City and State*

hereinafter referred to as "Contractor," and

Liberty Mutual Insurance Company

*Name of Surety*

a corporation organized under the laws of the State of Massachusetts,  
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

Eight Hundred Thirty Seven Thousand Eight Hundred Forty Six Dollars and 00 Cents (\$ 837,846.00----- )

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 one (1) year from the date of acceptance of the contracted work, the Principal  
upon receiving written notice of a need for repairs which are directly attributable to defective materials or  
workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from  
the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force  
and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefore, there  
shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred  
by the 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.

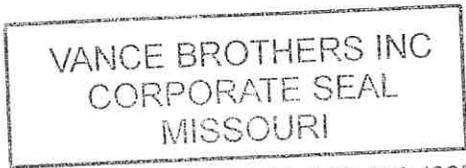
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and the Surety has caused these presents to be executed in its name and its corporate seal, to be affixed by its attorney-in-fact at

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Vance Brothers, Inc. \_\_\_\_\_ (SEAL)

Contractor

By: *[Signature]* **Robert A. Vance**  
**Sr. Vice President**



VANCE BROTHERS INC (816) 923-4325

Liberty Mutual Insurance Company

Surety Company

By: *[Signature]*  
Attorney-in-Fact Linda L. Nutt

By: *[Signature]*  
Missouri Agent Linda L. Nutt

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-6240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty Mutual.**  
**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Linda L. Nutt of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: Jackson County, Missouri

Surety Bond Number: 674215663

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**REVENUE CERTIFICATE**

R - 20679

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 \$ 837,846.00, which is hereby authorized.

  
\_\_\_\_\_  
Manager, Division of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
1506 & 1608	004-1506-58040	\$798,835
	003-1608-58040	\$39,011

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: PC 150621004 000

**NOTICE TO CONTRACTORS**

Under the laws of the State of Missouri, any changes made in this contract must be made in writing, approved of record by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Manager, Division of Finance  
Jackson County, Missouri

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 837,846.00, which is hereby authorized.

\_\_\_\_\_  
Manager, Division of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: \_\_\_\_\_

**NOTICE TO CONTRACTORS**

Under the laws of the State of Missouri, any changes made in this contract must be made in writing, approved of record by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Manager, Division of Finance  
Jackson County, Missouri

THIS SHEET LEFT BLANK INTENTIONALLY.

# GENERAL CONDITIONS

**GC-1 SCOPE**

The contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this contract, and which are not applicable thereto. Any requirement, provision, or other stipulation of these general conditions which pertains to a nonexistent condition, and is not applicable to the work to be performed hereunder, shall have no meaning in the contract.

**GC-2 CONTRACT DOCUMENTS**

It is understood and agreed that the advertisement, instruction to bidders, proposal, bond form(s), contract agreement, special conditions, general conditions, specifications, plans, addenda thereto, and duly authorized change orders, together with any and all supplementary drawings furnished by the Engineer-Architect as and when required to make clear, and to define in greater detail, the intent of the contract plans and specifications, other drawings, specifications, and engineering data furnished by the Contractor (when and as approved by the Owner or Engineer-Architect), and instructions furnished by the manufacturers of equipment for the installation thereof are each and all included in this contract, and the work shall be done in full compliance and accord therewith.

**GC-3 DEFINITIONS**

Any word, phrase, or other expression defined in this paragraph GC-3 and used in these contract documents shall have the meaning herein given:

- a. "Contract" or "contract documents" shall include all of the documents and drawings enumerated above in paragraph GC-2.
- b. "Owner" shall mean the corporation (municipal or otherwise), board, district, or other political subdivision, company, or firm, who is named and designated as the "Party of the First Part" in the contract agreement hereto attached and for whom the work covered by this contract is to be performed, acting through its duly authorized officers or agents."
- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual, named and designated in the contract agreement as the "Party of the Second Part" and who has entered into this contract for the performance of the work covered thereby, and its, his, or their duly authorized agents and other legal representatives.
- d. "Engineer-Architect" or "A-E" shall mean the Director of the Jackson County Public Works Department, or his authorized agent.
- e. "Inspector" shall mean the engineering, architectural or technical inspector or inspectors duly authorized by the Owner or Engineer-Architect, limited in each case to the particular duties entrusted to him or them.
- f. "Date of Contract" or words equivalent thereto shall mean the date written in the first paragraph of the contract agreement.
- g. "Day" or "days" unless herein otherwise expressly defined shall mean a calendar day or days of 24-hours each.
- h. "The work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this contract, unless some other meaning is indicated by the context.
- i. "Plans" or "the plans" or "the contract plans" shall mean and include all:
  - (1) Drawings caused by the Owner to be prepared as a basis for proposals.
  - (2) All drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, when and as approved by the Engineer-Architect and
  - (3) All drawings submitted by the Owner or Engineer-Architect to the Contractor during the progress of the work as provided for herein.

j. Whenever in these contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the Owner and Engineer-Architect is intended.

k. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer-Architect.

Whenever any statement is made in the contract documents concerning the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding agreement of the parties executing the contract agreement of which these general conditions are a part.

#### **GC-4 VERBAL STATEMENTS NOT BINDING**

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

#### **GC-5 TITLES AND SUBHEADINGS**

The titles or subheadings used in this contract and on the contract plans and drawings and in the specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

#### **GC-6 COPIES OF CONTRACT**

Five (5) copies of the Contractor's proposal as submitted, bond form(s), a statutory bond where required, and the contract agreement shall be prepared. Five of these copies, each containing the bond (or bonds) properly executed and the contract agreement signed by the Contractor, shall be submitted to and signed by the Owner; two of the copies so signed shall be delivered to the Contractor—one for his surety company and one to the Engineer-Architect. Two copies shall remain with the Owner.

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

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

#### **GC-8 FIGURED DIMENSIONS TO GOVERN**

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer Architect.

**GC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULES**

The Contractor shall check all dimensions, elevations, and quantities shown on the plans, and schedules given to him by the Engineer-Architect and shall notify the Engineer-Architect of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer-Architect should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

**GC-10 DRAWINGS TO BE FURNISHED BY CONTRACTOR**

The Contractor shall check and verify all field measurements and shall furnish/ all shop, fabrication, assembly, and other drawings required by the specifications; drawings of equipment and devices, offered by the Contractor for approval of the Engineer-Architect, in sufficient detail to adequately show the construction and operation thereof; drawings showing essential details of any changes in design of construction proposed, for consideration of the Owner, by the Contractor in lieu of the design or arrangement required by the contract or any item of extra work thereunder; and all required special wiring and piping layouts. Not less than three (3) preliminary copies of each such drawing shall be submitted to the Engineer-Architect for his check and approval, together with the same number of copies of each drawing required by the Engineer-Architect to be revised. On final approval, the Engineer-Architect shall be furnished with a total of not less than two (2) copies, and more when required, of each drawing as finally approved; such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval by the Engineer-Architect, all such drawings shall become a part of the contract documents and the work or equipment shown thereby shall be in conformity therewith unless required by the Owner. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or his subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer-Architect's check and approval of drawings submitted by the Contractor will be for, and will cover, only general conformity to the plans and specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown nor shall such approval relieve the Contractor of his responsibility for errors contained in such drawings.

**GC-11 APPROVED EQUAL**

If the Contractor desires to substitute materials, appliances, equipment, etc., specified in the specifications, the Contractor shall request, in writing, an approval from the Engineer-Architect. Said materials; appliances, equipment, etc. can only be used as approved equal after receipt from the Engineer-Architect of written approval thereof. If the Engineer-Architect is not familiar with the products for which the Contractor desires approval as an equal, he will reserve the right to have the products submitted to an independent testing laboratory of his choosing, to determine if the substitute product is an equal. The costs of such tests shall be borne by the Contractor or the parties offering the product as an approved equal.

**GC-12 OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof furnished by the Engineer-Architect are his property. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

**GC-13 SAMPLES**

The Contractor shall furnish for approval, with such promptness as to cause no delay in his own work or in that of any other Contractor, all samples as directed by the Engineer/Architect. The Engineer-Architect shall check and approve such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The work shall be in accordance with approved samples.

**GC-14 CONTRACTOR TO FURNISH STAKES AND HELP**

When the documents or specifications require that the Engineer-Architect perform staking, the Contractor shall furnish without charge, competent men from his force and such tools, stakes, and other materials as the Engineer-Architect may require for the proper staking out of the work, and in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with said work the Contractor shall perform all work necessary to locate all construction on the site for building projects. A registered land surveyor employed by the Contractor shall locate the building corners.

**GC-15 LINES AND GRADES**

All work done under this contract shall be done to the lines, grades, and elevations shown on the plans. The Contractor shall keep the Engineer-Architect informed, a reasonable time in advance, of the times and places at which he wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer-Architect and of delay to the Contractor. This paragraph applies to projects for which the Engineer-Architect is to make staking surveys and payment is on a unit price basis.

**GC-16 WORK DONE WITHOUT LINES OR GRADES**

Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by the Engineer-Architect, may be ordered removed and replaced at the Contractor's cost and expense.

**GC-17 PRESERVATION OF MONUMENTS AND STAKES**

The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes, and in case of willful or careless destruction of the same will be charged with the resulting expense of replacement. The Contractor shall have no claim for damages or extension of time due to such destruction. In case of any permanent monuments, bench marks, section corner and quarter-section corner monuments which must be removed or disturbed during construction, the Contractor shall carefully protect and preserve the same until he has properly referenced for relocation and replacement. The Contractor shall furnish at his own expenses a duly qualified and licensed (Missouri) land surveyor to reference and reestablish, after completion of construction, with permanent markers as is normally used in these locations. The Contractor shall also furnish a certificate sealed by the land surveyor with a statement that the monument recovered was reset in the same location prior to final acceptance of the project by the Owner.

**GC-18 LEGAL ADDRESS OF CONTRACTOR**

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

**GC-19 CONTRACTOR'S OFFICE AT SITE OF WORK**

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

**GC-20 RESPONSIBILITY OF CONTRACTOR**

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

**GC-21 PATENTS**

It is mutually agreed by and between the parties to this contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and he shall be liable for any damage or claims for patent infringements. The Contractor shall at his own cost and expense defend any and all suits or proceeding that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the owner in the design of the work to be done under this contract or by the contract specifications therefor.

**GC-22 INDEPENDENT CONTRACTOR**

The right of general inspection of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent Contractor in respect to the work.

**GC-23 RELATIONS WITH OTHER CONTRACTORS**

The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. He shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the owner at his hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workmen of the Owner, in regard to their work shall be adjusted and determined by the Engineer/Architect. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account

other than for an extension of time. When two or more contracts are being executed at one time in such a manner that work on one contract may interfere with that of another, the Engineer/Architect shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer-Architect to the contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

**GC-24 DEFENSE OF SUITS**

In case any action at law or suit in equity is brought against the Owner or any of its officers or agents for or on account of the failure, omission, or neglect of the contractor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence, of the Contractor or his subcontractors, or his or their employees or agents, the Contractor shall indemnify and save harmless the Owner, and officers and agents of the Owner, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

**GC-25 METHODS OF OPERATION**

The Contractor shall give to the Engineer-Architect full information in advance as to his plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work, appear to the Engineer-Architect to be unsafe, inefficient, or inadequate to ensure the required quality, or rate of progress, of the work, he may order the Contractor to increase or improve his facilities or methods, and the Contractor shall promptly comply with such orders, but neither compliance with such orders nor failure of the Engineer-Architect to issue such orders shall relieve the Contractor from his obligations to secure the degree of safety, the quality of work, and the rate of progress required by this contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods. The approval by the Engineer-Architect of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the Owner, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean that the Engineer-Architect has no objection to the Contractor's use or adoption, at his risk and responsibility, of the plan or method so proposed by the Contractor.

**GC-26 SUGGESTION TO CONTRACTOR ADOPTED AT HIS OWN RISK**

Any plan or method of work suggested by the Engineer-Architect, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer-Architect and the Owner will assume no responsibility therefor.

**GC-27 AUTHORITY AND DUTY OF THE ENGINEER ARCHITECT**

It is mutually agreed by and between the parties to this contract, that the Engineer-Architect shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this contract that the Engineer-Architect shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this contract; that he shall determine all questions in relation to said work and the construction thereof; that he shall in all cases decide every question which may arise relative to the execution of this contract on the part of said contractor; that his decisions and findings shall be the conditions precedent to the right, of the parties hereto, to any action on the contract, and to any rights of the Contractor to receive any money under this contract provided, however, that should the Engineer-Architect render any decision or give any directions which, in the opinion of the Contractor, is not in

accordance with the meaning and intent of this contract, the Contractor may file with the Engineer-Architect within thirty (30) days, his written objection to the decision or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work, and the decision or directions of the Engineer-Architect as rendered shall be promptly carried out.

**GC-28 INSPECTION**

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer-Architect) such architects, engineers, and inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this contract, and to see that the said materials are furnished, and the said work performed, in accordance with the plans and specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer-Architect, or by the inspectors, for the proper inspection and examination of the work and all parts thereof. The Contractor shall regard and obey the directions and instructions of the Engineer-Architect, or any inspector so appointed, when the same are consistent with the obligations of this contract and the specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate architect, engineer, or inspector, the contractor may make written appeal to the Engineer-Architect for his decision. Architects, engineers, inspectors and other properly authorized representatives of the Owner or Engineer/Architect shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees shall be sufficient reason, if the Owner so decides, to annul the contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expenses to the Owner, whenever so ordered by the Engineer-Architect, without reference to any previous oversight or error in inspection. The Engineer/Architect does not assume any responsibility for work or action of the Contractor.

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

**GC-29 NO WAIVER OF RIGHTS**

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

**GC-30 SUPERINTENDENCE OF WORK**

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

**GC-31 ORDERS TO CONTRACTOR'S AGENT**

Whenever the Contractor is not present on any part of work where it may be desired to give directions, orders may be given by the Engineer-Architect or his representative, to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

**GC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY**

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of himself or his employees. The Contractor shall indemnify, defend, and save harmless the Owner against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of his operations in connection with this contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not.

**GC-33 INSURANCE**

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

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

**COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a per project basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premise, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

### COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non-owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

Workers Compensation	Statutory
Employers Liability	\$500,000 each accident
	\$500,000 Disease – each employee
	\$500,000 Disease – Policy Limit

### EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability on a n occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverage listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

### ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide Jackson County Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing for review and approval before commencement of work. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract, Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within thirty (30) days prior to the expiration date of coverage. The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverage.

### QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A.M. Best's rating of "B+ V" or better or Lloyds of London, and are licensed and approved by the State to do business in Missouri.

### FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve the contractor of any contractual obligation of responsibility. In the event of the Contractor's failure to maintain the required insurance, Jackson County may order work to stop immediately and, upon 10 days written notice and an

opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

#### **GC-34 MODIFICATIONS AND ALTERATIONS**

In executing the contract agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line, grade, form, arrangements, dimensions, extent, or plan, of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the contract and the performance, payment, and maintenance bond contained therein. Where any modification, change, or alteration increases the quantity of work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of the work actually done, either at unit prices included in the contract, or, in the absence of such unit prices, as extra work. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction. The Engineer-Architect shall determine, on an equitable basis, the amount of:

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

#### **GC-35 EXTRA WORK**

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

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

The Contractor shall receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

An amount equal to 20 percent of the sum of the above items will also be paid the Contractor.

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

- work, the Contractor shall receive the actual cost, to which cost six percent will be added. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.
- (3) Materials. For materials accepted by the Engineer/Architect and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
  - (4) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer-Architect, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum 15 percent will be added.
  - (5) Miscellaneous. No additional allowance will be made for general superintendent, the use of small tools, or other costs for which no specific allowance is herein provided.
  - (6) Compensation. The Contractor's representative and the Engineer-Architect shall compare records of the cost of work done as ordered on a force account basis.
  - (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer-Architect with duplicate itemized statements of the cost of such force account work detailed as follows:
    - (a) Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
    - (b) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
    - (c) Quantities of materials, prices, and extensions.
    - (d) Transportation of materials.
    - (e) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
    - (f) Statements shall be accompanied and supported by received invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The Contractor shall not begin any work for which price payments under classifications are not provided in the contract without first bringing the matter to the attention of the Engineer Architect and no bills or charges for "Extra Work" will be allowed except for that ordered in writing before its execution.

#### **GC-36 PROVISION FOR EMERGENCIES**

Whenever, in the opinion of the Engineer-Architect, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer-Architect, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interests, then

the Engineer Architect, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer Architect may consider necessary and adequate. The cost and expense of such work and materials so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due (or to become due) the Contractor. The performance of such emergency work under the direction of the Engineer-Architect shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer-Architect.

**GC-37 ASSIGNMENT AND SUBLETTING OF CONTRACT**

Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of his contract to any individual firm or corporation without written consent of the Owner. This consent of the Owner, will not be given unless, and until, the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the Engineer. The subcontract shall bind the subcontractor to comply with all requirements of this contract, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the Owner. The Contractor's own forces and equipment shall perform not less than 50 percent of the contract work.

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

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

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

**GC-38 RIGHT OF OWNER TO TERMINATE CONTRACT**

If the work to be done under this contract shall be abandoned by the Contractor; or if this contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer Architect shall certify in writing to the Owner that the performance of the work under this contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this contract or the specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract, or if the work be not substantially completed within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise, for the account of the Contractor. The Contractor and his surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion including compensation for additional architectural, engineering, managerial and administrative expense; and in such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

**GC-39 SUSPENSION OF WORK ON NOTICE**

The Contractor shall delay or suspend the progress of the work or any part thereof, whenever he shall be so required by verbal order of the Owner or Engineer Architect at the moment it is issued. Said verbal order will be confirmed by written order at the request of the Contractor which shall note the time the verbal order was issued. The Contractor shall delay or suspend the progress for such periods of time as required to comply with directions issued by Owner or Engineer Architect, provided that, in the event such delay or suspension of the progress of the work, or any part thereof, the time for completion of the work so suspended or delayed by such suspensions shall be extended for a period equivalent to the time lost; however, such order of the Owner or Engineer-Architect shall not otherwise modify or invalidate any of the provisions of this contract. In the event that the work shall be stopped by order of the Owner or Engineer-Architect, any expense which, in the opinion and judgment of the Engineer-Architect, is caused thereby shall be paid by the Owner to the Contractor.

**GC-40 LOSSES FROM NATURAL CAUSES**

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

**GC-41 LAWS AND ORDINANCES**

The Contractor shall keep himself fully informed of all existing and current regulations of the Owner and County, State and National laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

**GC-42 SANITARY REGULATIONS**

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

**GC-43 CHARACTER OF WORKMEN**

The Contractor shall employ only workmen, who are competent to perform the work assigned to them and (in the case of skilled labor), who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available. Whenever the Engineer-Architect shall notify the Contractor that any man on the work is, in his opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the work to any person representing the Owner, such man shall be immediately discharged from the work and shall not be reemploy thereon except with the consent of the Engineer-Architect.

**GC-44 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK**

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays, or legal holidays, without the written approval or permission of the Engineer-Architect in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or equipment, or in the case of an emergency. The Contractor may establish night work as a regular procedure, with the written permission of the Engineer-Architect. The Engineer-Architect, however, may revoke such permission, at any time if the Contractor fails to maintain at night, adequate equipment for the proper prosecution and control of the work, and all operations performed thereunder.

**GC-45 UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, wet ground, or other unsuitable construction condition, the Contractor shall confine his operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof unless, by special means or precautions approved by the Engineer-Architect, the Contractor shall be able to perform the work in a proper and satisfactory manner.

**GC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK**

The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the Engineer-Architect with a tentative schedule setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer-Architect, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer-Architect shall direct or approve.

**GC-47 HINDRANCES AND DELAYS**

In executing the contract agreement, the Contractor expressly covenants and agrees that; in undertaking to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. The Contractor shall make no charge for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this contract, except as provided in the paragraph on "Suspension of Work on Notice" of these GENERAL CONDITIONS.

**GC-48 EXTENSION OF TIME**

Should the Contractor be delayed in the final completion of the work by any act or neglect of the Owner or Engineer-Architect, or of any employee of either, or by any other contractor employed by the Owner, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay shall be granted by the Owner provided, however, that the Contractor shall give the Owner, and the Engineer-Architect, within ten (10) consecutive days from the start of such delay, notice in writing of the cause of delay in each case. Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed.

**GC-49 LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to this contract, in signing the agreement thereof, that time is of the essence of this contract, and that in the event that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefor in the contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, as stipulated liquidated damages and not as a penalty, the sum indicated in the Special Conditions for each and every calendar day that the Contractor shall be in default. In case of joint responsibility for any delay in the final completion of the work covered by this contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one (1) day of delay in the final completion of the work, will not be greater than the amount listed in SPECIAL PROVISIONS, and the amount assessed against any one Contractor for one (1) day of delay will be based upon the individual responsibility of such Contractor for the aforesaid

delay as determined by, and in judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damage for nonperformance of this contract at the time stipulated herein and provided for.

**GC-50 TESTS OF MATERIALS OFFERED BY CONTRACTOR**

All specified and required tests for approval of source of materials shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said owner.

**GC-51 TESTING OF COMPLETED WORK**

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order and shall be placed in such condition and order, at the expense of the Contractor. All tests of completed work required under this contract shall be made under the direction of the Engineer-Architect by and at the expense of the Contractor, whom shall repair at his own expense all damage resulting from the testing.

**GC-52 REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES**

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the serving of a written notice from the Engineer Architect ordering such removal, the condemned material or structures may be removed by the owner and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

**GC-53 PLACING WORK IN SERVICE**

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

**GC-54 DISPOSAL OF TRASH AND DEBRIS**

The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer-Architect shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall (without charge) carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by him and shall remove all rubbish of every kind from the tracts or grounds which he has occupied and shall leave them in a first class condition.

**GC-55 DEFECTIVE WORKMANSHIP AND MATERIALS**

During a period of one (1) year from and after the date the final acceptance by the Owner of the work embraced by this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs,

the Owner is hereby authorized to make such repairs at the Contractor's expense providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

**GC-56 EQUIPMENT GUARANTY**

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

**GC-57 CLAIMS FOR LABOR AND MATERIALS**

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

**GC-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

The performance, payment, and maintenance bond shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverages purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.

- a. For the faithful performance and completion of the work in strict accordance with the terms of the contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of contract documents and herein defined;
- b. For payment of all just claims for labor performed and material furnished; and
- c. For the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the contract, where such repair or replacement is required because of defective workmanship or materials, or both, and for the replacement of defective equipment or parts thereof, within a period of one (1) year after the date of acceptance as herein provided. The Owner agrees to mail a notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying his surety of such failure.

**GC-59 ESTIMATED QUANTITIES**

(Where total bid is the sum of unit price extensions.) The Contractor agrees that the quantities of work as stated in his proposal and bid, or indicated on the plans, are accurate for the construction shown, and

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

**GC-60 MONTHLY ESTIMATES AND PAYMENTS**

- a. Unit Price Contracts: On or about the first day of each month, the Engineer-Architect will make an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month. The Contractor shall furnish to the Engineer-Architect such detailed information as requested to aid him as a guide in the preparation of monthly estimates.
- b. Lump Sum Contracts: On or about the first day of each month the Contractor shall submit to the Engineer - Architect an itemized application for payment, supported to the extent required by the Engineer-Architect by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Engineer-Architect may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer-Architect a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, divided so as to facilitate payments to subcontractors in accordance with such forms as the Engineer-Architect and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer-Architect may direct. This schedule, when approved by the Engineer-Architect shall be used as a basis for Certificates for Payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule. If payments are made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest including applicable insurance.
- c. Certification for Payments: On or about the 10th day of the month the Engineer-Architect shall submit payment estimates or certificates of payment to the Owner. After the Owner shall have approved each such estimate, the Owner shall pay to the Contractor ninety-five (95) percent of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the Owner shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void this contract.

**GC-61 LIENS**

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

**GC-62 COMPLETION AND ACCEPTANCE OF WORK**

The Contractor shall make final corrections promptly as instructed and/or listed in writing by the Engineer-Architect. Upon completion of the work the Engineer-Architect shall satisfy himself, by examination and

test, that the work has been finally and fully completed in accordance with the Plans, Specifications, and contract and report such completion to the Owner.

**GC-63 FINAL ESTIMATE AND PAYMENT**

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

**GC-64 RELEASE OF LIABILITY**

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

**GC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES**

If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications, or previously authorized as extra work, he shall notify the Engineer in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

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

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

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

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

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

**GC-67 HOMELAND SECURITY AFFIDAVIT**

As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the County shall only be required to provide the affidavits required in this subsection to the County on an annual basis.

**END OF SECTION**

# **SPECIAL CONDITIONS**

These Special Conditions constitute modifications, deletions and additions to the General Conditions (GC). Where any part of the General Conditions is so modified by these Special Conditions the unaltered provision shall remain in effect.

**SC-1 SCOPE OF WORK (GC-1)**

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment, and other services necessary to construct the 2021 Pavement Maintenance Program – Recycled Base and Chip Seal as described herein. Said work shall include but not be limited to recycling and compaction of existing base course, chip seal roadway surfacing, on-site traffic control and signage, and all incidental and related work as shown on the Contract Documents and as described herein.

**SC-6 COPIES OF CONTRACT (GC-6)**

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

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

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

- A. All work on this project shall conform to the project drawings and to the Contract Documents.
- B. The work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the Owner prior to the opening of the proposals or during construction.
- C. All work shall be in accordance with these Standard Specifications as specified in TS-1 except where a conflict occurs. Should any conflict arise in the Contract Documents, Standard Specifications or Plans the following order of precedence shall be used:
  - 1. Plans – or Appendix sheets
  - 2. Technical Specifications
  - 3. Special Conditions
  - 4. General Conditions

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

- A. The Contractor shall submit a proposed progress schedule for all work in the Contract. Scheduling shall provide for the least practical inconvenience to the traveling public and to the residents along the project.
- B. The construction schedule shall be in a form approved by the Owner and shall include at least the following information for each significant work item:
  - 1. Beginning date.
  - 2. Scheduled percentage of completion at the end of each calendar month.
  - 3. Ending date.

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

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

**SC-12 OWNERSHIP OF DRAWINGS (GC-12)**

General Conditions GC-12 is modified as follows:

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

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

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

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

**SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20)**

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

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

- A. The Contractor shall take the necessary precautions to keep loose aggregate, mud and debris from being deposited onto open lanes of the existing, or offsite, paving during construction operations.

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

**SC-25 METHODS OF OPERATION (GC-25)**

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

In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.

**SC-27 AUTHORITY AND DUTY OF THE ENGINEER-ARCHITECT (GC-27)**

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

**SC-28 INSPECTION (GC-28)**

- A. This project will be observed by the County personnel.
- B. Contractor shall notify his subcontractors, Owner and all Contractors and subcontractors under the Owner, when he is ready for them to install their portions of their work and see that they comply within a reasonable amount of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by the Owner and/or proper authorities.
- C. Contractor or subcontractor may not put in place any work which will prevent observation and approval of previous work without first notifying the Owner, and/or proper authorities.

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

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

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

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

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

**SC-34 MODIFICATIONS AND ALTERATIONS (GC-34)**

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

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

Cost reduction proposals shall contain the following information:

1. A description of both the existing contract requirements for performing the work and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

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

The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal

specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

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

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

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

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

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

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

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

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

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

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

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- b. When a major item of work, as defined elsewhere in the contract is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to the portion of the work in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.
- c. The Contractor's attention is called to the Bid Form (Page 9) which allows the County to adjust the quantities upward or downward based upon the available funding. This may be in excess of the percentages noted above.

**SC-35 EXTRA WORK (GC-35)**

General Conditions GC-35 is modified as follows for numbers 2, 3 and 4 of GC-35 as follows:

- A. An amount equal to 20% percent will be added to the bond, insurance and taxes and not the 6% noted in the General Condition.
- B. An amount equal to 20% percent will be added to the materials and not the 15% noted in the General Condition.
- C. An amount equal to 20% percent will be added to all rental costs and not the 15% noted in the General Condition.

**SC-37 ASSIGNMENT AND SUBLETTING OF CONTRACT (GC-37)**

Add to GC-37 the following requirement.

- A. "No Second-Tier subcontracting will be permitted. It shall be the responsibility of the Contractor to ensure that his/her subcontractors do not in turn subcontract any portion of the work."
- B. Assigning, transferring or subletting, even though consented to, shall not relieve the Contractor of his liabilities under his contract. The Contractor shall give his personal attention to any and all portions of the contract which has been sublet and he shall be responsible for its proper construction.
- C. The prime Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

**SC-39 SUSPENSION OF WORK ON NOTICE (GC-39)**

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

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

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

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

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

**SC-41 LAWS AND ORDINANCES (GC-41)**

The following is added to GC-41:

No burning will be allowed.

**SC-43 CHARACTER OF WORKMEN (GC-43)**

Add the following to GC-43:

Workman who may have occasion to speak with the general public must be able to communicate in clear English.

**SC-45 UNFAVORABLE CONSTRUCTION CONDITIONS (GC-45)**

Modify GC-45, Unfavorable construction conditions, by adding the following:

Contractor shall take precautions by watering or other means to ensure that excessive dust or lime does not become airborne during construction.

**SC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK (GC-46)**

A. The time for completion of the work is an essential part of the Contract. It shall begin on the date stated in the Notice to Proceed, and shall be the number of working days as stated in the Proposal and in accordance with MoDOT Standard Specification Section 108, except as follows: "No working days will be counted from December 15 to March 15, both days inclusive unless work may proceed on a continuous basis beyond December 15 or may start or restart on a continuous basis before March 15. Working days will not be counted within this time frame after continuous work stops or before continuous work begins. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days any time during the year."

Contractor's attention is directed to conditions of GC-44 and GC-46. Holidays: Saturdays, Sundays, and holidays established by the laws of the County will not be counted as working days.

**2021 List of Jackson County, Missouri Holidays**

New Year's Day	Friday, January 1 <sup>st</sup>
Martin Luther King, Jr Day	Monday, January 18 <sup>th</sup>
Presidents' Day	Monday, February 15 <sup>th</sup>
Truman's Birthday	Friday, May 7 <sup>th</sup>
Memorial Day	Monday, May 31 <sup>st</sup>
Independence Day	Monday, July 5 <sup>th</sup>
Labor Day	Monday, September 6 <sup>th</sup>
Veterans' Day	Thursday, November 11 <sup>th</sup>
Thanksgiving Day	Thursday, November 25 <sup>th</sup>
Thanksgiving Friday	Friday, November 26 <sup>th</sup>
Christmas Day	Friday, December 24 <sup>th</sup>

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

**SC-49 LIQUIDATED DAMAGES (GC-49)**

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

<u>Contract Amount</u>		<u>Calendar Day Assessment</u>
\$ 25,001	\$ 50,000	\$ 475
\$ 50,001	\$ 100,000	\$ 500
\$ 100,001	\$ 500,000	\$ 700
\$ 500,001	\$ 1,000,000	\$ 950
\$ 1,000,001	\$ 2,000,000	\$ 1,100

**SC-50 TEST OF MATERIALS OFFERED BY CONTRACTOR (GC-50)**

- A. Modify GC-50, Tests of Materials offered by Contractor, by adding the following:
- B. Testing and quality control shall be in accordance with the technical specifications. All testing shall be provided and paid for by the owner except as outlined in the technical specifications.
- C. Submission of all Compliance Submittals shall be scheduled to permit review, fabrication, and delivery in time to cause no delay in the Work of Contractor or his subcontractors or any other contractors as described herein. Contractor shall allow fifteen (15) days in Engineer's office for reviewing original submittals and fifteen (15) days in Engineer's office for reviewing re-submittals. However, Engineer will make every effort to promptly review such submittals and transmit comments to Contractor.
- D. The Prime Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.
- E. Submit certificates for the any aggregate materials used.
- F. Submit mix designs for each asphalt material used.

**SC-54 DISPOSAL OF TRASH AND DEBRIS (GC-54)**

The following is added to GC-54:

- A. Before the work will be accepted by the Owner, the Contractor shall be required to remove all aggregate and debris resulting from his operation, which also includes cleaning streets, ditches creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- B. Final Cleanup shall be at no additional cost to the Owner.

**SC-58 PAYMENT, PERFORMANCE AND MAINTENANCE BOND (GC-58)**

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

**PERFORMANCE AND PAYMENT BOND:** The performance and payment bond shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.

**MAINTENANCE BOND:** The Contractor's attention is called to paragraph "c" of GC-58, which requires a one-year (1-year) maintenance bond. Contractor shall submit a Maintenance Bond to Jackson County Public Works (JCPW) upon the Final Acceptance by the Owner. The Final Acceptance Letter

from JCPW Engineering staff member will be certified mailed to the Contractor. The Final Completion Date stated on the Final Acceptance Letter will be the start date of the Maintenance Bond. The Contractor is required to use this date on the Maintenance Bond.

**SC-59 ESTIMATED QUANTITIES (GC-59)**

Add the following to bottom of GC-59:

It is the intent of the contract documents that the total bid, as submitted, shall cover all work required by the contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies and appurtenances; providing all necessary labor to fully complete the work shall be included in the unit and lump sum prices named in the proposal. No item of work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of, or in addition to, the prices submitted in the proposal. All such work not specifically set forth in the proposal as a pay item shall be considered a **SUBSIDIARY** obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the proposal. On the plans, or in the specifications, certain quantities may be given which do not appear in the proposal. These quantities are given for the convenience of the contractor only and are considered **SUBSIDIARY** for payment purposes as given above.

**SC-60 MONTHLY ESTIMATES AND PAYMENTS (GC-60)**

Modify GC-60, Monthly Estimates and Payments, by adding the following:

- A. The method of measurement and basis of payment for each item as listed in the Proposal will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- B. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Proposal and all costs pertaining thereto shall be included in the contract unit prices for related items which are listed in the proposal.
- C. Pay limits given in the Specifications and Plans are maximum. Where actual quantities are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- D. All work completed under the Contract will be measured according to United States Imperial system. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practices.
- E. All materials, which are measured or proportioned by weight, shall be weighed on platform scales furnished by the Contractor, or on public scales at the Contractor's expense. The scales shall comply with all state laws governing the use of scales and shall be tested and sealed by an authorized public official, at the expense of the Contractor, as often as the Engineer may deem it necessary to ensure their accuracy. The Contractor shall furnish the Engineer a waybill for each truckload, signed by the weigh master and truck driver.
- F. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the Engineer, in order that corrections for overrun or under run may be made when desired.
- G. The Owner will not pay for, or be responsible for, unused materials, which may have been ordered by the Contractor in accordance with the quantities listed in the proposal.
- H. The Contractor shall make an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month. The Contractor shall furnish to the Engineer such detailed information as requested to aid him as a guide in the review of the payment application.
- I. The Contractor shall submit payment estimates or certificates of payment to the Owner.

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

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

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

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

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

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

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

**END OF SECTION**

# **TECHNICAL SPECIFICATIONS**

**TS-1 GENERAL**

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

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

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

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

**TS-2 MOBILIZATION**

Mobilization shall conform to Section 618 of the MoDOT Standard Specifications. No direct payment will be made for Mobilization and shall be **SUBSIDIARY** to the unit price bid for "Chip Seal Surfacing".

**TS-3 DIFFERING SITE CONDITIONS**

The following requirement is hereby added to the contract:

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

**TS-4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING**

- A. The project shall be constructed open to through traffic. All advance-warning signs will be installed and maintained by the Contractor. Vehicular access to the driveways exiting onto the road shall be maintained and facilitated to the best of the Contractor's ability.
- B. Traffic control and traffic control signs and devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Sections 612, 616, and 1041 of the Missouri Department of Transportation Standard Specifications except as herein modified.

Modify Section 616.3.1 to read as follows:

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

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

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

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

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

Signs and other traffic control devices specified in the traffic control plan or authorized by the County will be **SUBSIDIARY** to the unit bid price for "Chip Seal Surfacing". No separate measurement or payment will be made.

**TS-5 SURFACE RECLAMATION**

A. General: This specification covers the furnishing of all labor, materials, testing, submittals, tools, equipment necessary to reclaim the existing chip seal roadway surface to form a stabilized base. The work shall consist of pulverizing the in-place roadway surface and underlying material, mixing and/or blending the existing materials, spreading it, adding water as necessary, shaping and compacting the reclaimed base.

B. Equipment:

a. The reclamation will be achieved by means of a traveling reclaimer or equivalent machine capable of cutting through the existing chip seal surface at depths up to 5-inches with one pass. The machine shall be self-propelled and equipped with an adjustable grading blade thus leaving its path generally smooth for traffic. Equipment such as road planers or cold milling machines, which are designed to mill or shred bituminous pavement are NOT APPROVED.

b. Compaction of the reclaimed surface will be achieved by means of a shallow-footed sheepsfoot roller or other method approved by the County.

c. A motor grader or other method approved by the County will be used to blade the compacted roadway surface to develop a roadway surface that achieves positive runoff to the roadside ditches.

d. A vibratory roller shall be used on reclaimed surface to develop a smooth, compacted roadway surface ready for the chip seal application. The roller shall have a compacting width of not less than 5-feet. Each roller shall have a gross weight or not less than 15 tons.

C. Construction:

- a. The existing road pavement shall be pulverized and mixed to a depth of 5-inches or as directed by the County. The pulverization shall blend the existing chip seal surface and base material into a homogeneous mass.
- b. The Contractor shall use the shallow footed sheepsfoot to compact the pulverized material to a density of 90 percent of standard proctor. Water may need to be added to the roadway surface as need to achieve the required density.
- c. Once the initial rolling is completed and required density achieved, the Contractor shall blade the roadway surface to achieve positive drainage to the roadside ditches.
- d. The final stage is to provide a final pass or passes with the vibratory roller to compact and set the new base for the chip seal phase of the project.

D. Traffic Control: The work shall be constructed on no more than 1/2 of the roadway width at any time to allow for the passage of traffic. Access to properties within the project limits is to be provided as necessary.

E. Measurement: Surface Reclamation (5" Depth) shall not be measured.

F. Payment: Payment for Surface Reclamation (5" Depth) shall be paid at the plan quantity. The following exceptions will be made on a measured quantity basis:

- a. Authorized alterations or corrections to the plans provide additional work outside the original construction limits of the contract and will materially affect the final payment quantity.
- b. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and measurements of the error to the County prior to commencing the work.

**TS-6 CHIP SEAL SURFACING**

Chip Seal Surfacing shall meet the requirements of KC Metro Chapter of APWA Division II Construction and Material Specifications Section 2200 Paving. The Contractor shall follow Section 2206.5 "Unimproved Street Chip Seal" with the following modifications:

- A. Section 2206.4.B.1. Oil Type. The asphaltic sealant material applied to the roadway surface shall consist of a rapid-setting emulsified asphalt either an anionic RS-2 meeting the criteria of ASTM D-977, a cationic CRS-2, or a CRS-2P meeting the criteria of ASTM D-2397. These materials may be modified with rubber products in the form of liquid latex, styrene-butidane-rubber, or styrene-butidane-styrene to enhance performance of the material as approved by the County. If a polymer-modified material is used, the emulsified asphalt shall meet the additional specification criteria required by the County.
- B. Section 2206.4.D.2. Emulsified Asphalt. The emulsified asphalt shall be applied at a rate between 0.28 and 0.35 gallons per square yard. The specific rate for each job will be determined by the Contractor in the field. This rate may be adjusted by the County.
- C. Section 2206.4.D.2. Rate of Application. If trap rock cover aggregate is used, the trap rock chips shall be applied at a rate between 18 and 25 pounds per square yard.
- D. Section 2206.4.D.2. Sweeping. A minimum of twenty-four (24) hours after spreading the cover aggregate, the entire surface shall be swept with remove any loose or excess cover aggregate. Thirty

(30) days after spreading the cover aggregate, the County will inspect the surface for conformance with specifications and loose aggregate. Multiple sweepings may be required to meet this specification.

E. Measurement: Chip seal surfacing will not be measured for payment but will be considered a plan quantity. Lengths and widths provided in Appendix A will control the project scope completed by the Contractor. The following exceptions will be made on a measured quantity basis:

c. Authorized alterations or corrections to the plans provide additional work outside the original construction limits of the contract and will materially affect the final payment quantity.

d. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and measurements of the error to the County prior to commencing the work.

F. Chip seal will be paid for at the unit price for "Chip Seal Surfacing".

**TS-7 PRIME COAT**

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

B. Asphalt Material: The type and grade of asphalt material to be used as a prime coat shall be MC-30 (or as approved by the County). The rate of application shall be 0.1 to 0.3 gallons per square yard.

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

C. Construction:

a. Bituminous material shall be applied to the width of the roadway section to be primed by means of a pressure distributor in a uniform, continuous spread. The subgrade shall be moistened before the prime is applied. The application rate shall be as specified be between 0.1 and 0.3 gallons per square yard or as directed by the County. The primer shall be heated at the time of application to a temperature in accordance with the manufacturer's recommendation.

b. Care shall be taken that the application of bituminous material at overlap locations is not in excess of the specified quantity, per square yard. Building paper shall be placed over the end of the previous applications and the joining application shall start on the building paper. Building paper used shall be removed and satisfactorily disposed of. Pools of primer material remaining on the surface after the application shall be removed.

c. When traffic is maintained, not more than one half of the width of the section shall be treated in one application and one-way traffic will be permitted on the untreated portion of the roadbed. As soon as the bituminous material has been absorbed by the surface and will not pick up, traffic shall be routed to the treated portion and the remaining width of the section will be primed.

d. The primer shall be properly cured, and the primed surface shall be cleaned of dirt and surplus sand before the next course is placed.

e. If the asphalt material is not completely cured within the maximum specified curing time, and the chip seal process is delayed to the next day, sufficient sand shall be spread over the surface with a mechanical spreader to blot up the excess asphalt. The rate of application shall be specified or

approved by the Engineer. Prior to placing an asphalt paving course, all loose sand shall be swept from the primed surface.

D. No measurement for Prime Coat will be made.

E. Payment shall be SUBSIDIARY to "Chip Seal Surfacing" bid item.

**TS-8 FORCE ACCOUNT**

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

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

**END OF SECTION**

# APPENDIX

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**2021 ROAD PROGRAM - SURFACE RECLAMATION AND CHIP SEAL**  
**County Project No. 3250 Bid No. PW 03-2021**

Road Name	Beg Description	End Description	Length (Feet)	Width (Feet)	Total Area (SF)	Intersection Fillets (SF)	Total Area (SY)
Reynolds Road	Atherton Sibley Road	Dead End	3,877	14	54,278	1,774	6,228
Allen Road	Chiles Road	Burnley Road	3,960	15	59,400	1,782	6,798
Reber Road	O'Donnell Road	Schuster Road	9,240	16	147,840	4,435	16,919
Twiehaus Road	Johnson Road	Schuster Road	8,976	16	143,616	4,308	16,436
Airport Road	Sunnynook School Road	Lake City Buckner Road	5,280	15	79,200	2,376	9,064
Courtney Atherton Road	Union School Road	Sugar Creek City Limits	1,584	18	28,512	760	3,252
Ryan Road	Buckner Tarsney Road	Hardsaw Road	5,211	18	93,798	2,851	10,739
Webster Road	Dead End	Buckner Tarsney Road	2,904	15	43,560	1,307	4,985
Drinkwater Road	Gibson Road	Helmig Road	2,640	16	42,240	1,267	4,834
Grayum Road	Outer Belt Road	Dead End	1,314	18	23,652	634	2,698
Helmig Road	Shores Road	Drinkwater Road	5,280	18	95,040	2,851	10,877
County Line Road	Harris Road	Pleasant Hill City Limits	3,168	16	50,688	1,521	5,801
Hendricks Road	Hutt Road	Bynum Road	5,280	16	84,480	2,534	9,668
Hutt Road	Stringtown Road	Lone Jack City Limits	2,640	18	47,520	1,426	5,438
Kennedy Road	Lake Lotawana City Limits	Missouri 150 Highway	2,640	16	42,240	1,267	4,834
Tucker Road	RF Gammon Road	Dead End	792	11	8,712	261	997
			<b>64,786</b>		<b>1,044,776</b>	<b>31,354</b>	<b>119,570</b>

Note: Courtney Atherton Road will require a double chip seal surface.

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