

BILL NO.: 20-0515

ORDINANCE NO.: 20-0261

INTRODUCED BY: COUNCIL MEMBER(S) Hendrickson

1 **AN ORDINANCE AWARDING THE BID FOR THE 2020 CONTRACTED**
 2 **ASPHALT PAVEMENT PRESERVATION PROGRAM TO THE LOWEST AND**
 3 **BEST RESPONSIVE BIDDER AS REFLECTED IN THE RESPONSES TO A**
 4 **CERTAIN INVITATION FOR BID; AND AUTHORIZATION FOR THE COUNTY**
 5 **EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
 6 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BID FOR THE**
 7 **PROJECT DESIGNATED AS 2020 CONTRACTED ASPHALT PAVEMENT**
 8 **PRESERVATION PROGRAM PW2000RDW IN COUNCIL DISTRICTS 1, 2, 4, &**
 9 **7.**

10 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
 11 a certain Invitation for Bid issued by the County, received bids for the following project:

| | |
|----|---|
| 12 | <u>Bid Project Name</u> |
| 13 | 2020 Contracted Asphalt Pavement Preservation Program |
| 14 | <u>Number of Bids Received</u> |
| 15 | 2 |
| 16 | <u>Date of Bid Opening</u> |
| 17 | 03-31-20 |

FILED
 JUN 02 2020
 KEN WALLER
 COUNTY CLERK, JEFFERSON COUNTY, MO

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the County
2 Executive to execute any agreements or contracts necessary to effectuate the award of the
3 bid set forth in this Ordinance. A copy of said agreement is attached hereto as Exhibit A.
4 The County Executive is further authorized to take any and all actions necessary to carry
5 out the intent of this Ordinance.

6 Section 3. Copies of the Invitation for Bid, responses thereto, and any contract
7 agreements shall be maintained by the Department of the County Clerk consistent with the
8 rules and procedures for the maintenance and retention of records as promulgated by the
9 Secretary of State.

10 Section 4. This Ordinance shall be in full force and effect from and after its date
11 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall
12 not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins

yes

Council Member District 2, Renee Reuter

yes

Council Member District 3, Phil Hendrickson

yes

Council Member District 4, Charles Groetke

yes

Council Member District 5, Tracey Perry

yes

Council Member District 6, Daniel Stallman

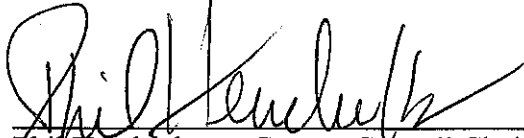
yes

Council Member District 7, James Terry

yes

THE ABOVE BILL ON THIS 26 DAY OF May, 2020:

PASSED FAILED


Phil Hendrickson, County Council Chair


Pat Schlette, Council Executive Assistant

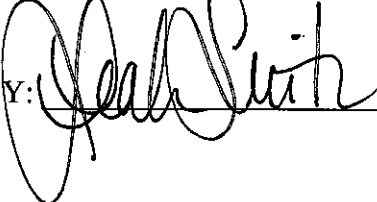
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 27th DAY OF May, 2020.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2020.


Dennis Gannon, County Executive

ATTEST:


Ken Waller, County Clerk

BY: 

Reading Date: 05-26-2020

AGREEMENT FORM

THIS AGREEMENT is dated as of March 30, in the year 2020 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Missouri Petroleum Products Co., LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$840,235.75, agree as follows:
Eight hundred forty thousand two hundred thirty-five dollars and seventy-five cents

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **2020 Contracted Asphalt Pavement** .Project No. **PW20000RDW**

The proposed work includes:

The proposed work includes: asphalt pavement preservation using CRS-2P Oil and 3/8" Trap Rock Surface, temporary pavement markers, striping and traffic control on 14 of Jefferson County's Roads. An additional 7 roads are included as optional within this bid document. The base bid of 14 roads total approximately 23 miles of road and the 7 optional roads total approximately 8 miles.

ARTICLE 2. ENGINEER

The County has designated the Public Works Director, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with Section 30 of the General Provisions within fifty-five (55) Working days after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, Working days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2019 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extensions of time granted by the engineer:

LIQUIDATED DAMAGES: \$ 1,100.00 or One Thousand One Hundred Dollars per Day

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds

FILED
JUN 24 2020
KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

Base Bid Items

| Roadway Items | | | | | |
|---------------|-------------------------------|------|------------|--------------|---------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 312,235.00 | \$ 1.59 | \$ 496,453.65 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 46,500.00 | \$ 46,500.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 46,500.00 | \$ 46,500.00 |

| Signing/Striping Items | | | | | |
|------------------------|--|------|------------|------------|--------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 6206000C | 4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P | LF | 135,722.00 | \$ 0.12 | \$ 16,286.64 |
| 6206001C | 4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING | LF | 67,861.00 | \$ 0.12 | \$ 8,143.32 |
| 6208064A | TEMPORARY RAISED PAVEMENT MARKER | EA | 1,697.00 | \$ 1.00 | \$ 1,697.00 |

Project Total:

\$ 615,580.61

****The County may choose any combination of optional roads listed below**

Optional #1: Konert Road

| Roadway Items | | | | | |
|---------------|-------------------------------|------|-----------|-------------|--------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 15,926.00 | \$ 1.59 | \$ 25,322.34 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 3,000.00 | \$ 3,000.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 3,000.00 | \$ 3,000.00 |

| Signing/Striping Items | | | | | |
|------------------------|--|------|-----------|------------|-------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 6206000C | 4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P | LF | 11,029.00 | \$ 0.12 | \$ 1,323.48 |
| 6206001C | 4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING | LF | 5,832.00 | \$ 0.12 | \$ 699.84 |
| 6208064A | TEMPORARY RAISED PAVEMENT MARKER | EA | 146.00 | \$ 1.00 | \$ 146.00 |

Optional #1 Total:

\$ 33,491.66

Optional #2: Montebello Road

| Roadway Items | | | | | |
|---------------|-------------------------------|------|-----------|-------------|--------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 19,684.00 | \$ 1.59 | \$ 31,297.56 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 3,000.00 | \$ 3,000.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 3,000.00 | \$ 3,000.00 |

| Signing/Striping Items | | | | | |
|------------------------|--|------|-----------|------------|-------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 6206000C | 4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P | LF | 13,540.00 | \$ 0.12 | \$ 1,624.80 |
| 6206001C | 4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING | LF | 7,086.00 | \$ 0.12 | \$ 850.32 |
| 6208064A | TEMPORARY RAISED PAVEMENT MARKER | EA | 178.00 | \$ 1.00 | \$ 178.00 |

Optional #2 Total: **\$ 39,950.68**

Optional #3: Dulin Creek Road

| Roadway Items | | | | | |
|---------------|-------------------------------|------|-----------|-------------|---------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 72,596.00 | \$ 1.59 | \$ 115,427.64 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 6,000.00 | \$ 6,000.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 6,000.00 | \$ 6,000.00 |

| Signing/Striping Items | | | | | |
|------------------------|--|------|-----------|------------|-------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 6206000C | 4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P | LF | 55,136.00 | \$ 0.12 | \$ 6,616.32 |
| 6206001C | 4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING | LF | 27,568.00 | \$ 0.12 | \$ 3,308.16 |
| 6208064A | TEMPORARY RAISED PAVEMENT MARKER | EA | 690.00 | \$ 1.00 | \$ 690.00 |

Optional #3 Total: **\$ 138,042.12**

Optional #4: Burgess Road

| Roadway Items | | | | | |
|---------------|-------------------------------|------|----------|-------------|-------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 940.00 | \$ 1.59 | \$ 1,494.60 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |

Optional #4 Total:**\$ 3,494.60****Optional #5: Sulpher Springs Landing Road**

| Roadway Items | | | | | |
|---------------|-------------------------------|------|----------|-------------|-------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 732.00 | \$ 1.59 | \$ 1,163.88 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |

Optional #5 Total:**\$ 3,163.88****Optional #6: Third Street**

| Roadway Items | | | | | |
|---------------|-------------------------------|------|----------|-------------|-------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 838.00 | \$ 1.59 | \$ 1,332.42 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |

Optional #6 Total:**\$ 3,332.42**

Optional #7: Second Street

| Roadway Items | | | | | |
|---------------|-------------------------------|------|----------|-------------|-------------|
| Pay Item No. | Description | Unit | Quantity | Unit Price | \$ Amount |
| 4059905 | ASPHALT PAVEMENT PRESERVATION | SQYD | 742.00 | \$ 1.59 | \$ 1,179.78 |
| 6169901 | TRAFFIC CONTROL | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |
| 6181000 | MOBILIZATION | LS | 1.00 | \$ 1,000.00 | \$ 1,000.00 |

Optional #7 Total:

\$ 3,179.78

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Section 33 of the General Provisions. The Engineer as provided in the General Provisions will process application for Payment.

- 5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.
 - 5.1.1 The Engineer may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be as provided by Section 109.9.
 - 5.1.2 When the Contractor receives any payment from the Engineer, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 33 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Department of Public Works for the Contractor's review.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Provisions (Pages GP-1 to GP-11, inclusive).
- 7.6 Specifications bearing the title **PROJECT SPECIFICATIONS FOR:
2020 Contracted Asphalt Pavement**, Project No.: **PW20000RDW**
and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers ___ to ___, inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 35 of the General Provisions).

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Section 1 of the General Provisions shall have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has not interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Dennis J. Gannon
Dennis J. Gannon, County Executive

DATE: 6/23/2020

APPROVED AS TO FORM

Carl W. Yates III
Carl W. Yates III, County Counselor

ATTEST: Ken Waller
Ken Waller, County Clerk
Debra Smith
DEPUTY CLERK

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

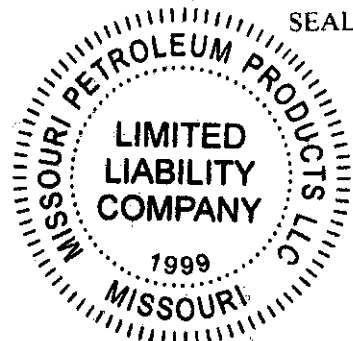
Kristy Apprill
Kristy Apprill, County Auditor

FOR: Missouri Petroleum Products Company, LLC

BY: [Signature] Date: 6/15/20
CONTRACTOR

Greg McMurtrey
President/CEO

ATTEST: [Signature]
John Soller
Asst. Secretary



CONTRACT PERFORMANCE BOND

Bond No. 674212907

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned Missouri PetroleumProducts Company LLC Of 1620 Woodson Road, St. Louis, MO 63114
(firm)*a (corporation) duly authorized by law to do business as a construction contractor in the
(partnership)State of Missouri (hereinafter called the "Contractor"), and Liberty Mutual Insurance Company175 Berkeley Street, Boston, MA 02116 (617) 357-9500 (hereinafter called the "Surety"), a corporation duly

authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound

unto Jefferson County, (hereinafter called the "County"), in the penal sum of Eight Hundred Forty Thousand, Two
Hundred Thirty Five and 75/100Dollars (\$ 840,235.75), lawful money of the United States, for the payment of which to be made

unto said County; we bind ourselves, our heirs, executors, administrators, successors and assigns,

jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the 30th day
of March, 2020, the said Principal entered into a written Agreement, which
Agreement is hereby made a part hereof, with the said County for the construction of

2020 Contracted Asphalt Pavement Preservation, Project No. PW20000RDW.

NOW THEREFORE, if the said Principal shall faithfully and properly perform the
foregoing Contract according to all the terms thereof, and shall, as soon as the work
contemplated by said contract is completed, pay to the proper parties all amounts due for all
labor and material required by this contract in the construction work, and all insurance
premiums for both compensation and all other kinds of insurance on said work, and for
all labor performed in such work whether by subcontractor or otherwise, then this obligation shall
be void, otherwise it shall remain in full force and effect, and may be sued on for the

use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice.

- a) To the extension of time to the Contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in Five (5) original counterparts as of the 4th day of June, 2020.

Missouri Petroleum Products Company LLC

(SEAL)

Attest:


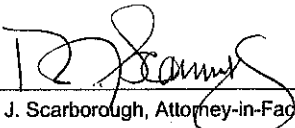
 By 
John Soller
Asst. Secretary

**Mike Hartman
Vice President**

Liberty Mutual Insurance Company

(SEAL)

Attest:

 By 
Mary T. Flahigan, Witness Debra J. Scarborough, Attorney-in-Fact



ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Missouri

COUNTY OF St. Louis

I, Christopher James Finn, a Notary Public in and for said county, do hereby certify that Mike Hartman, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of June, 2020.

My Commission Expires: 03/08/21

Christopher James Finn
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF MISSOURI

COUNTY OF JACKSON

CHRISTOPHER JAMES FINN
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Charles County
My Commission Expires: March 8, 2021
Commission # 17904614

I, Tahitia M. Fry, a Notary Public in and for said county, do hereby certify that Debra J. Scarborough, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of June, 2020.

My Commission Expires: 02/15/2024

Tahitia M. Fry
Notary Public



TAHITIA M. FRY
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 2/15/2024
COMMISSION # 12303541



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.

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

Certificate No: 8203218 - 674009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casually 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, Christy M. Braile, Laura M. Buhmester, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter, III

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 3rd day of March, 2020.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of March, 2020 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, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 4th day of June, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2020

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

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

| PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 | CONTACT NAME: Martha Lee Hawkins PHONE (A/C, No. Ext): 800-476-2211 E-MAIL ADDRESS: mhawkins@mcgriff.com | FAX (A/C, No): | | | | | | | | | | | | | |
|--|---|-----------------------|-------------------------------|--------|---|-------|-----------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER B :Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A :American Guarantee and Liability Insurance Company | 26247 | INSURER B :Arch Insurance Company | 11150 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Missouri Petroleum Products Company, LLC 1620 Woodson Road St. Louis, MO 63114 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** LGKUM2AY **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 SUBR INSD / WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------------------|---|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | ZAGLB9218903 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | ZACAT9241203 | 10/01/2019 | 10/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | SXS107133002 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | ZAWCI9388003 Part I WC excludes ND,OH,WA, WY; Part II EL includes ND,OH,WA, WY. | 10/01/2019 | 10/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: 2020 Contracted Asphalt Pavement Preservation

Jefferson County Missouri is Additional Insured with respects to General Liability, Auto Liability and Umbrella coverage as required by written contract.

| | |
|--|---|
| CERTIFICATE HOLDER Jefferson County PO Box 100 Hillsboro, MO 63050 | CANCELLATION 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 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| <p>ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.</p> | <p>ALL LOCATIONS AND PROJECTS OF THE INSURED</p> |

A. Section II ---- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS -- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| <p>ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.</p> | <p>ALL LOCATIONS AND PROJECTS OF THE INSURED</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

