City of Jackson, Missouri

Invitation to Bid

2025 Asphalt Pavement Program

Sealed bids for the **2025 Asphalt Pavement Program** will be received by the Office of the City Clerk at 101 Court Street, Jackson, Missouri 63755 until **10:00 A.M. Central Daylight Time on September 2, 2025**, at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

All Bidders shall submit in a separate, sealed envelope the Bid Proposal form provided in accordance with the Contract Documents. The envelope shall be clearly marked on the outside with the Bidder's name, address, phone number, the Project Name "2025 Asphalt Pavement Program", and the date and time of the Bid Opening. The proposal shall also be accompanied by a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount.

In general, the elements of the Work include, but are not limited to, furnishing all labor, equipment, materials, tools, and other incidental items for full-depth concrete street repair, full-depth concrete sidewalk repair, concrete curb-and-gutter repair, driveway construction, and miscellaneous joint sealing.

Copies of the Contract Documents may be obtained physically or electronically. Physical copies may be obtained at the City of Jackson Public Works Department at 101 Court Street, Jackson, Missouri 63755 with a nonrefundable deposit of $25.00. Electronic copies may be obtained free of charge by filling out the project request form on the City of Jackson's website, www.jacksonmo.org.

The City of Jackson hereby notifies all bidders that it will affirmatively insure that in any Contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, sex, or religion in consideration of award.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec. 290.210 through 290.340 R.S. Mo. 1978, as amended. Bidders must agree to comply with all statutory regulations referred to in the Contract Documents.

The City of Jackson reserves the right to waive any informality, technicalities, and to reject any and all bids. Each Bidder must deposit with the bid security in the amount, form, and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw their Bid within sixty (60) days after the actual date of the Bid Opening. If a contract award is made, it will be made to the lowest and best, responsive, responsible Bidder. The City reserves the right to award any combination of the Base Bid and Alternate Bid Items.

All questions should be directed to Janet Sanders by email at jsanders@jacksonmo.org, or phone at (573) 243-2300.

Publication Date: August 13, 2024

Janet Sanders
Director of Public Works

SECTION II - BID FORM

1. Bid Recipient

Sealed bids will be received by the Office of the City Clerk until

10 A.M. Local Time on Tuesday, September 2, 2025,

At which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

This Bid shall be submitted to:

The Office of the City Clerk
Attn: 2025 Asphalt Pavement Improvement Program
City Hall – 101 Court Street
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bid Documents, and any data and reference items identified in the Bid Documents, and hereby acknowledges the receipt of the following Addenda:

Addendum No.	Addendum, Date
Addendum No. 1	8-28-2025
Addendum No. 2	8-28-2025

2. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and any Site-related reports and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

6. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.

7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bid Documents.

8. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and confirms that the written resolution thereof by project Manager is acceptable to Bidder.

9. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents.

4. <u>Bidder's Certification</u>

Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

3. Bidder has not solicited or induced any individual or entity to refrain from Bid; and

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

   i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bid process;

   ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bid process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

   iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

   iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bid process or affect the execution of the Contract.

5. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s): Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

6. Time of Completion

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within the number of calendar days indicated in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages.

7. Bid Security

A Bid Security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount is required to be submitted with the bid. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

8. Attachments to this Bid

The following documents shall be submitted with, and made a condition of, this Bid:

A. A Bid Security: a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

   List of Proposed Major Subcontractors, if applicable.

9. **Bid Submittal**

Bidder: Apex Paving Co.

By: [signature]
(signature)

Attest: [signature]
(signature)

Stephen Peterson
(print)

Austin Williams
(print)

Vice President
(title)

Project Manager
(title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Date of Bid Submittal: 08/27/2025

Address for giving notices:

PO Box 637

Cape Girardeau, MO 63702

Phone: 573 331-7561

Email: awilliams@deltacos.com

Contact: Austin Williams

Bidder's License No.: ______________________

BID PROPOSAL (ADDENDUM #2)

2025 Asphalt Pavement Improvement Program

Submitted By: Apex Paving Co.

BASE PROPOSAL

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
101	Milling	5483.00	SY	$4.51	$24,728.33
102	Excavation	114.09	CY	$222.30	$25,362.21
103	Aggregate	215.56	TON	$42.38	$9,135.43
104	Tack Coat	294.77	GAL	$3.00	$884.31
105	Asphalt	697.15	TON	$130.32	$90,852.59
				BID TOTAL *(figures)*:	$150,962.87

One Hundred Fifty Thousand Nine Hundred Sixty Two Dollars Eighty Seven Cents

(words)

ALTERNATE 1 – MICHAEL ANNA ST

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
201	Milling	**677.33**	SY	$5.03	$3,406.97
204	Tack	99.47	GAL	$3.00	$298.41
205	Asphalt	220.72	TON	$106.05	$23,407.36
				BID TOTAL *(figures)*:	$27,112.74

Twenty Seven Thousand One Hundred Twelve Dollars Seventy Four Cents

(words)

ALTERNATE 2 – OLD CITY CEMETERY

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
301	Milling	566.00	SY	$9.60	$5,433.60
304	Tack Coat	28.30	GAL	$3.00	$84.90
305	Asphalt	44.33	TON	$138.71	$6,149.01
				BID TOTAL *(figures)*:	$11,667.51

Eleven Thousand Six Hundred Sixty Seven Dollars Fifty One Cents

(words)

10. List of Major Subcontractors

The names of major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents.

Any substitution of named Subcontractors shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for Bid rejection.

	Area of Work	**Name of Subcontractor (state "None" if Bidder will complete work)**
1.	None	None
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(if applicable)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Apex Paving Company
PO Box 637
Cape Girardeau, MO 63702

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Jackson
101 Court Street
Jackson, MO 63755

BOND AMOUNT: 5% of Bid Total

PROJECT:
(Name, location or address, and Project number, if any)
2025 Asphalt Pavement Improvement Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27 day of August, 2025

Jessica Grace *(Witness)*	Apex Paving Company *(Principal)* *(Seal)*
	(Title) Vice President
(Witness) Robyn Salley	Liberty Mutual Insurance Company *(Surety)* *(Seal)*
	(Title) Donna M. Planeta, Attorney-In-Fact

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 SURETY

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

Certificate No: **8207373-985949**

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, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT 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 22nd day of February, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of February, 2022 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 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 27 day of August, 2025

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets

Cash and Bank Deposits	$2,234,770,744
*Bonds — U.S Government	4,250,615,811
*Other Bonds	16,983,165,862
*Stocks	20,075,458,019
Real Estate	182,250,567
Agents' Balances or Uncollected Premiums	7,607,687,836
Accrued Interest and Rents	120,173,987
Other Admitted Assets	14,076,622,575
Total Admitted Assets	**$65,530,745,401**

Liabilities

Unearned Premiums		$9,106,965,847
Reserve for Claims and Claims Expense		25,279,158,493
Funds Held Under Reinsurance Treaties		315,537,902
Reserve for Dividends to Policyholders		1,726,291
Additional Statutory Reserve		139,634,000
Reserve for Commissions, Taxes and Other Liabilities		8,638,106,801
Total		**$43,481,129,334**
Special Surplus Funds	$178,192,363	
Capital Stock	10,000,075	
Paid in Surplus	11,804,736,755	
Unassigned Surplus	10,056,686,874	
Surplus to Policyholders		**22,049,616,067**
Total Liabilities and Surplus		**$65,530,745,401**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T Mikolajewski

Assistant Secretary

Bid Bond

Any reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Description *(Project Name – Include Location)*:

BOND

Bond Number:

Date:

Penal Sum: ______________________________ $______________

(words) (figures)

Surety and Bidder, intending to be legally bound herby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Print Name	Print Name
Title	Title
Attest:	Attest:
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   b. All Bids are rejected by Owner, or
   c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. Modifications to this Bond:
    a. SRF/Title 31 U.S.C Sec. 9304-9308 required statement: IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

9-9-25
9:44 am
[illegible]

DELTA
A COLAS COMPANY

Apex Paving Co.
PO Box 637
Cape Girardeau, MO 63702

Ship To

2025 City of Jackson
Asphalt Pavement Improvement Program