

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Sunflower Paving, Inc.

1451 North 1823 Road, Lawrence, KS 66044

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Topeka Metropolitan Transit Authority

201 North Kansas Ave., Topeka, KS 66603

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid


Dollars (\$ 5%),

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

WHEREAS, the Principal has submitted a bid for Asphalt Mill & Overlay Project - RFB TO-25-01, 201 N Kansas Ave.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

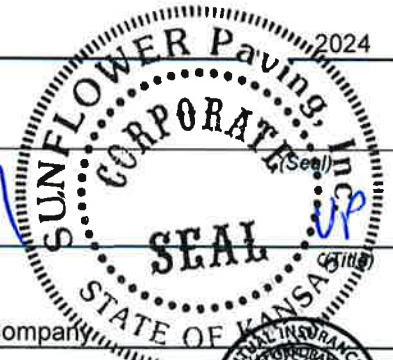
Signed and sealed this 29th day of August 2024


(Witness)

Sunflower Paving, Inc.

(Principal)

By: 




Liberty Mutual Insurance Company

(Surety)

By: 
Attorney-in-Fact Charissa D. Wilson




Cassidy D. Palic (Witness)



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

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 Charissa D. Wilson all of the city of Overland Park, state of KS 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: Sunflower Paving, Inc.
Obligee Name: Topeka Metropolitan Transit Authority
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 29th day of August, 2024



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of August, 2024, before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written



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: [Signature]
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 Nathan J. Zangerle, 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 29th day of August, 2024



By: [Signature]
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.

COVER SHEET

Proposer Information

Company Name Sunflower Paving Inc.
Address 1451 N 1823 Rd.
City, State, Zip Lawrence, KS 66044
Main Phone 785-856-4590

Contact Person Information

Name Dallas Barth
Job Title Senior Estimator
Phone 785-856-4590
Alt. Phone _____
Email dallas@sunflowerpaving.com

Signature 

Date: 8/29/24

PRICE QUOTE

Proposer Sunflower Paving Inc.

Asphalt Mill & Overlay Project

Cold Milling	\$ <u>64,692.00</u>
2" Asphaltic Concrete	\$ <u>258,768.00</u>
Paint Striping	\$ <u>9,000.00</u>
Millings to Unfinished Parking Area	\$ <u>0.00</u>
_____	\$ _____
_____	\$ _____
<u>Total Cost</u>	\$ <u>332,460.00</u>

Warranty Information 1 year warranty
Materials + workmanship

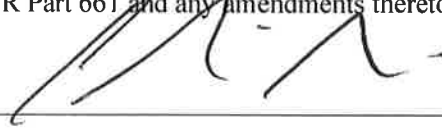
Estimated Start Date 10/21/24 Estimated Completion Date 11/8/24

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

BUY AMERICA CERTIFICATION

Certificate of Compliance with 49 USC 5323(j)

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature: 
Name & Title: Chavis Niece VP
Company: Sunflower Paving
Date: 8/29/24

Certificate of Non-Compliance with 49 USC 5323(j)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature: _____
Name & Title: _____
Company: _____
Date: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION


This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2022-2024 goal for DBE participation is 1.62%; the race neutral goal is 1.25%, and the race conscious goal is 0.37%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.


The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature: 
Name and Title: Charis Mace VP
Company Name: Sunflower Paving inc.
Date: 8/29/24

FLY AMERICA CERTIFICATION

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signature: 

Name and Title: Charles Nicee VP

Company Name: Sunflower Paving

Date: 8/29/24

LOBBYING CERTIFICATION

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: 

Name and Title: Chavis Niocc VP


Company Name: Sunflower Paving

Date: 8/29/24

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: 


Name and Title: Chavis Nioce

Company Name: Sunflower Paving

Date: 8/29/24

SEISMIC SAFETY CERTIFICATION

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, will be in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Signature:  _____

Name and Title: Chavis Nioce _____

Company Name: Sunflower Paving _____

Date: 8/29/24 _____

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: _____



Name and Title: _____

Chavis Nioce VP

Company Name: _____

Sunflower Paving

Date: _____

8/29/24

WAGE RATES AND FRINGES CERTIFICATION
Davis-Bacon Requirements

The undersigned, being duly authorized to sign and act for the proposer, hereby certifies that all parties involved in the project as specified in this contract will pay wage rates and fringes in accordance with the Davis-Bacon requirements, and in conformance with the appropriate US Department of Labor decision.

Signature: 

Name and Title: Phavis Nioce VP

Company Name: Sunflower Paving

Date: 8/29/24



QUALIFICATIONS

Sunflower Paving Inc. has been under contract with the City of Topeka almost continuously for the last fifteen years, successfully completing many projects with the same work required for the parking lots.

We maintain 4 to 6 concrete crews and 2 to 3 asphalt crews along with 1 to 2 excavating crews and multiple dump trucks that complete projects almost exclusively in the Topeka-Lawrence geographical area and a peak summer work force of around 100 personnel. Our management crew has a combined experience level of over 200 years. Sunflower Paving Inc. has been in operation since 1982.

Equal Opportunity Employer

1451 N. 1823 Rd.

Lawrence, KS 66044

Office: 785-856-4590

Fax: 785-856-4594



REFERENCES

1. City of Lawrence
6 East 6th Street
Lawrence, KS 66044
Steve Lashley
(785) 832-3137
slasley@lawrenceks.org
2. City of Topeka
620 SE Madison
Topeka, KS 66607
Robert Bidwell
(785) 368-0967
rbidwell@topeka.org
3. Douglas County
3755 E. 25th Street
Lawrence, KS 66046
Nolan Packard
(785) 832-5331
npackard@douglas-county.com

Equal Opportunity Employer

Proposal is automatically revoked if not accepted by signature within 30 days from date of Proposal. Seller may otherwise revoke it upon written notice.

This Proposal only includes those materials, labor, equipment, etc. which are expressly stated in it.

1. **Acceptance:** Seller's provision of services is expressly conditioned upon Buyer's acceptance of these terms and conditions. Except as otherwise provided by written agreement expressly identifying itself as an amendment to this Proposal and subsequently executed by both Buyer and Seller, these Terms and Conditions shall supersede the terms and conditions of Buyer's order (including, without limitation, any statement that Buyer's terms and conditions are to take precedence over any contrary provisions), and no prior or subsequent understanding, oral representation, agreement, term, condition, or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on Buyer or Seller. Buyer's signature on this Proposal or commencement of services quoted hereunder shall constitute acceptance of these Terms and Conditions.
2. **Terms of Payment:** Except as expressly stated to the contrary on the Proposal, all payments are due within thirty days of billing. If the Proposal requires the use of progress payments, all progress payments shall be made by the 10th of each month in the amount of 95% of the value of the work completed in the prior month; retainage and final payment is due thirty (30) days after substantial completion of Seller's work. Payment to be made on quantities completed and accepted. Any balance not paid in accordance with the stated terms may be assessed a late payment charge of 1 ½% per month or 18% annually, minimum 50 cents.
3. **Default:** In the event of Buyer's default Seller shall have all rights and remedies available under the Kansas Uniform Commercial Code; and Buyer agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller, necessary to collect any unpaid past-due balance, file a mechanics' lien, or otherwise enforce these Terms and Conditions.
4. **Taxes:** Any tax imposed by law, without limitation, any excise, sales, use, value added or any other tax applicable to the sale, transportation or delivery of Seller's products or services will be added to the prices shown on this Proposal, unless Proposal explicitly states tax is included in price.
5. **Force Majeure and Allocation:** Seller shall not be liable for any expense, loss or damage resulting from any delays in manufacturing, shipping or delivering its products or services or from delays in performance caused by: government actions, regulations, order or rulings; acts of God; acts of war; acts of public enemy; acts of terrorism; fire; strikes, lockouts or labor difficulties; breakdowns, accidents or manufacturing problems; delays in transportation; acts or omissions of Buyer; lack of raw materials or components; or any other events or other conditions beyond Seller's control. During times of shortages, Seller shall have the right to prorate its products and services among its customers. The manner of proration is in the sole discretion of Seller, and Buyer has no recourse against Seller for proration.
6. **Permits:** The Buyer shall be responsible for obtaining all required permits and/or approvals from the appropriate government bodies prior to the start of work, including, but not limited to, receipt of National Pollutant Discharge Elimination System (NPDES) permit if required for work to be performed under this Proposal.
7. **Buyer Responsibilities:** In addition to its other responsibilities, Buyer shall be responsible for any and all damages suffered by Seller, or its subcontractors and/or suppliers, due to delays brought about by Buyer or its representative, and for damages due to the existence of conditions different from the conditions described in Buyer's plans or specifications.
8. **Buyer's Design:** Buyer acknowledges that it has deemed that the products ordered are applicable for their use and function, that Seller has provided no engineering studies or information with regard to the use or function of the products for the project, and that Seller's actions shall not give rise to any responsibility for where or how the products are placed, the appropriateness of the products, compliance with any performance requirements, or any other design or installation issue. Seller in no way warrants or guarantees the sufficiency or quality of the placement or installation of the products by others, and Buyer acknowledges Seller's lack of responsibility for same and hereby agrees to defend and indemnify Seller against all claims caused by improper product selection, placement, finishing, design, engineering or installation, except for in the event that Seller is also providing labor to place such materials at the request of the undersigned, in which case it is agreed that Seller is performing only such work as instructed by the undersigned and that Seller's actions shall not give rise to any responsibility for the design, location or placement of the materials, the appropriateness of the materials, compliance with any performance requirements, or any other design issue. Buyer remains solely responsible for the design issues, and acknowledges that Seller recommends that such issues be engineered by a local engineer who has examined the conditions of the proposed site and designed the installation in accordance with the specific site conditions.
9. **Natural Degradation:** Limestone and other similar materials have inherent inconsistencies and weaknesses, such that over time and the exposure to normal environmental forces such as rain, sun, erosion, weight, freeze/thaw, and any other condition will cause them to degrade, alter and otherwise change from their present condition regardless of how they are installed, used or cared for. Accordingly, IT IS ACKNOWLEDGED THAT SELLER IS NOT RESPONSIBLE FOR THE APPEARANCE, FUNCTION OR OTHER CHARACTERISTICS OF THE MATERIALS AFTER THE DATE OF THIS DOCUMENT.
10. **Limited Warranty:** All services, materials and products sold are subject to the following limited warranty. Seller warrants that for a period of one (1) year from the date of shipment or receipt by Buyer that the product will be free from defects in material and workmanship and is manufactured in all material respects as specified in this Proposal. SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within one (1) year after receipt of the product.
No statements by Seller about the products described in the Proposal are intended to be a warranty, and should not be relied on by Buyer, and are not part of the contract for sale. The entire agreement between Buyer and Seller is embodied in this Proposal and constitutes the final expression of this agreement.
11. **Workmanship:** All work performed by Seller is to be completed in a workmanlike manner according to standard practices. If, within one year after the date of substantial completion of the services identified in this Proposal, the Seller's work is found to not be in compliance with this Proposal, the Buyer shall promptly notify Seller after discovery of the condition. Seller shall correct it promptly after receipt of written notice from Buyer. If Buyer fails to notify Seller and give Seller an opportunity to make corrections more than one year after substantial completion, the Buyer waives the right to require corrections by Seller and to make a claim against Seller.
12. **LIMITATION OF REMEDY:** BUYER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY, WHETHER BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY IN LAW OR EQUITY, SHALL BE, AT SELLER'S OPTION, LIMITED TO REPAIR OR REPLACEMENT WITH LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE.
NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES – SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS QUOTATION, OR ANY OTHER THEORY. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF REPAIR, REPLACEMENT OR REFUND REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.
13. **General:**
 - A. Failure of Seller to exercise any right shall not be deemed a waiver of any right of Seller.
 - B. The laws of the State of Kansas shall govern this Proposal, and the district courts of Douglas County, Kansas, shall have exclusive jurisdiction to hear any disputes arising from Seller's materials, products, services, or this agreement.
 - C. If any term or provision of these Terms and Conditions of Sale is held invalid and unenforceable, the validity, legality and enforceability of all remaining terms and conditions shall be valid and enforceable to the fullest extent allowed by law.
 - D. Nothing with this Proposal is intended to convey a benefit upon any person not expressly identified as a party to this Proposal, and nothing within it shall be deemed to form a contract or confer a benefit on behalf of anyone else.
14. **Other:**
 - A. This Proposal does not include the following unless explicitly mentioned in the Proposal: engineering; construction staking; testing services; permits and inspection fees; demolition saw cutting; rock or general excavation; compaction; backfill; seeding or sodding of disturbed areas; storm water runoff or erosion/sediment control measures; traffic control measures other than required for work in this proposal; performance and/or payment bonds.
 - B. Prime contractor shall furnish and maintain access to work areas for work vehicles, ready-mix trucks, pumper trucks, equipment and materials. No cleaning of streets due to inclement weather or muddy site conditions will be provided by Sunflower Paving, Inc.
 - C. All fill material to be supplied and placed by others, unless specified in Proposal.
 - D. The requirements of any Subcontract between the Prime Contractor and Sunflower Paving, Inc. shall be agreeable to both parties and no more stringent than the Agreement between the Prime Contractor and the Owner.
 - E. NOTICE: Kansas law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed a part of your home. Ninety days before you file your lawsuit, you must deliver to the contractor a written notice of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.
15. **ASPHALT NOTES:**
 - A. New asphalt installed over existing pavement is very susceptible to cracking at the locations of any joints or cracks in the existing pavement and Seller is not responsible for any damage which may develop due to the movement or shifting of the underlying pavement.
 - B. Subgrade for asphalt pavement to be on grade per project specifications.
 - C. Due to the unstable oil market, our asphalt suppliers will only guarantee their prices for the current month. If the work is done in a later month and the asphalt oil price has changed, our price will be adjusted only for the material price change.
16. **CONCRETE NOTES:**
 - A. Subgrade for machined placed concrete on dirt/rock to be on grade. If SPI trimmed subgrade option is accepted, subgrade to be left half tenth high. Trimmed spoils to be disposed of by others.
 - B. Subgrade for machined placed concrete on asphalt to be on grade. No trimming of asphalt pavement included.
 - C. Subgrade for hand placed concrete on dirt/rock to be on grade or maximum half tenth low.
 - D. Curb transitions at inlets-Curb inlet top to be set for alignment and elevation. Curb subgrade to be prepared prior to SPI starting work. Curb to be paid through inlets, or as specified in project plans.
 - E. Setting, resetting or grouting of curb inlet tops not included, unless specifically mentioned in Proposal.
 - F. An area shall be provided for concrete and concrete pump trucks to wash out in. The area to be cleaned up by others.

Execution of this document acknowledges that the above information has been read and agreed to on behalf of Seller, from whom Seller's signatory has been given full authority to so agree, and further agrees to immediately present the above document to the Seller.

2/28/17