

BID TABULATION - APPRAISAL SERVICES

APPRAISAL SERVICES BID OPENING 4-2-13 <small>Contract term 4-22-13 to 4-21-14 upon approval by the County Council and County Executive</small>	JL TULLER APPRAISAL CO INC	DINAN REAL ESTATE ADVISORS INC	BRUNS REAL ESTATE SERVICES
	1027 AIRPORT RD FESTUS MO 63028	2023 S BIG BEND BLVD ST LOUIS MO 63117	PO BOX 757 FESTUS MO 63028
AFFIDAVIT COMPLETED	YES	YES	YES
COPY OF INSURANCE PROVIDED	YES	NO	NO
COMMENTS:	SEE ATTACHMENT	SEE ATTACHMENT	SEE ATTACHMENT



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: APPRAISAL SERVICES

Date Issued: 3-4-13

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 2, 2013, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

JASON JONAS
Department of the Public Works
636-797-5369

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	
DEPARTMENT OF THE COUNTY CLERK	
JEFFERSON COUNTY MISSOURI	
729 MAPLE ST / PO BOX 100	
HILLSBORO MO 63050-0100	

SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:
4-22-13 to 4-21-14
upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

J. L. TULLER APPRAISAL CO. INC
Company Name

J. L. TULLER
Authorized Agent (Print)

1027 AIRPORT ROAD
Address

James J. Tuller
Signature

FESTUS Mo. 63028
City/State/Zip Code

PRINCIPAL
Title

636-931-2233
Telephone #

3-19-13 43-1169275
Date Tax ID #

tullerj1@sbcglobal.net
E-mail

636.937-5484
Fax #

**Vendor
Information:**

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

Request For Proposal and Proposal Form

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required () Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.



M.

PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

Handwritten signature or initials in black ink, appearing to be a stylized 'M' or similar mark.

PROPOSAL FORM AND CONTRACT

A. **PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. **TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. **PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Proposal prices are **ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County)**. Prices shall be firm for **ALL** County departments and locations for term of the agreement.

E. **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. **NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. **DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. **INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive Request For Proposal and Proposal Form

any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. **INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of MISSOURI.

X. **LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

JASON JONAS - PUBLIC WORKS – 636-797-5369

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now JAMES L. TULLER (Name of Business Entity Authorized Representative) as
SECRETARY (Position/Title) first being duly sworn on my oath, affirm
J.L. TULLER APPRAISAL CO. INC. (Business Entity Name) is enrolled and will continue to participate in the
E-Verify federal work authorization program with respect to employees hired after enrollment in the program
who are proposed to work in connection with the services related to CONTRACT
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that
J.L. TULLER APPRAISAL CO. INC. (Business Entity Name) does not and will not knowingly employ a person
who is an unauthorized alien in connection with the contracted services related to
CONTRACT (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of
the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

James L. Tuller
Authorized Representative's Signature

JAMES L. TULLER
Printed Name

SECRETARY
Title

3/25/13
Date

Subscribed and sworn to before me this 25th of MARCH 2013. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)

Missouri, and my commission expires on 12-3-2013.
(NAME OF STATE) (DATE)

Jo Ann Heberle
Signature of Notary

3/24/2013
Date

JO ANN HEBERLE
Notary Public - Notary Seal
State of Missouri
Jefferson County
My Commission Expires: December 3, 2013
#09489168

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that JAMES L. TULLER APPRAISAL Co. INC. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

JAMES L. TULLER
Authorized Business Entity
Representative's Name
(Please Print)

James L. Tuller
Authorized Business Entity
Representative's Signature

J.L. TULLER APPRAISAL Co. INC.
Business Entity Name

3/20/13
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

[Signature]

PROPOSAL FOR APPRAISAL SERVICES

The County of Jefferson is accepting proposals for Appraisal services for various County projects that require the acquisition of real estate, permanent easements, and temporary easements. The services will be used on an as-needed basis. Proposals should list the types of services available and the cost for each type of service. The types of services needed are listed below.

Proposed Appraisal Services needed but not limited to:

- Appraisal Review \$ 500.00
- Complex Appraisal Review \$ 1,500.00
- Waiver Valuation
- Value Finding Appraisal \$ 1,500.00
- Standard Appraisal Format \$ 3,000.00
- Appraisal Assistance (hourly) \$ 250.00

Fee appraisers and review appraisers must be on the Missouri Department of Transportation's roster of Approved Contract Appraisers and have state appraisal certification in good standing with the Missouri Real Estate Appraisers Commission.

X **PROPOSAL PRICES WILL REMAIN IN EFFECT for one year.**

If you cannot hold your price for one year, you will guaranty this price to remain in effect until:

(DATE YOUR PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

J.L. TULLER APPRAISAL Co. INC.
Company Name

County of Jefferson, State of Missouri

James L. Tuller
Signature
JAMES L. TULLER
Print

Kenneth B. Waller County Executive

Company Address: _____

1027 AIRPORT ROAD

FESTUS, MO. 63028

Phone: 636-931-2233

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.

County Auditor

APPROVED AS TO FORM

County Counselor



Company ID Number: 209177

E-VERIFY IS A SERVICE OF DHS

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **J. L. Tuller Appraisal Company, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 209177

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

Employer J. L. Tuller Appraisal Company, Inc.

James Tuller

Name (Please Type or Print)

Title

SECRETARY

Electronically Signed

Signature

04/27/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/27/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 209177

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: J. L. Tuller Appraisal Company, Inc.

Company Facility Address: 1027 Airport Road

Festus, MO 63028

Company Alternate
Address: P.O. Box 8

Festus, MO 63028

County or Parish: JEFFERSON

Employer Identification
Number: 431169275

North American Industry
Classification Systems
Code: 541

Parent Company: J. L. Tuller Appraisal Company, Inc.

Number of Employees: 1 to 4

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

• MISSOURI

1 site(s)



2102 White Gate Drive
PO Box 618
Columbia MO 65205
(800) 877-3579

POLICY NUMBER **BOP0008309**
Renewal of **BOP0008309**

Named Insured and Mailing Address:
J L TULLER APPRAISAL CO INC
PO BOX 8
FESTUS MO 63028

Agent and Mailing Address: 33247-
CUSTOM INSURANCE SERVICES INC
200 MISSISSIPPI AVE
CRYSTAL CITY MO 63019
636-931-1200

Policy Period: From **03/28/2013** to **03/28/2014** at 12:01 a.m. Standard Time at the mailing address shown above.
IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Business Description: OFFICES

Form of Business: CORPORATION

Section II - Liability and Medical Expenses

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II-Liability in the Businessowners Coverage Form and any attached endorsements.

Coverage:

Liability and Medical Expenses

Medical Expenses

Damage to Premises Rented to You

Other Than Products/Completed Operations Aggregate

Products/Completed Operations Aggregate

Limit of Insurance

\$1,000,000

Per occurrence

\$5,000

Per person

\$300,000

Any one premises

\$2,000,000

\$2,000,000

Certified Terrorism Coverage

\$8.00

Total Policy Premium

\$551.00

MONEY AND SECURITIES 2000 INSIDE/1000 OUTSIDE (applies per premises unless a higher limit is shown under Property Coverage Options)

Liability Coverage Options:

Limit of Insurance

Payment Plan: DIRECT BILL FULL PAY
Distribution Code: A
BOD-305 (5-12)

Insured Copy

Date Prepared: January 17, 2013
Operator: OPER
Renewal

Policy Number BOP0008309

Renewal of

BOP0008309

Named Insured: J L TULLER APPRAISAL CO INC

Policy Period: From 03/28/2013 to 03/28/2014 at 12:01 a.m. Standard Time at the mailing address shown above.

Section I - Property**Premises:**

Prem No.	Bldg No.	Location, Fire Protection/Construction and Occupancy
001	001	1027 AIRPORT RD FESTUS MO 63028 OFFICES (OWNER OCCUPIED) PC 04 FRAME

Type of Property:

BUS PERS PROP - SPECIAL

Limit of
InsuranceProperty
Deductible **Actual Cash Value
Automatic Increase
Automatic Increase
Option Bldg. LimitAutomatic Increase
Bus Pers Prop
Limit

\$42,633 \$500

4.00%

Property Coverage Options:

EARTHQUAKE COVERAGE

EQ COVERAGE ON CONTENTS - TERR 9 - GRADE 2 - CONSTR 1C - DEDUCTIBLE 10%

EMPLOYEE DISHONESTY

** OUTDOOR SIGNS COVERAGE

Limit of Insurance

\$42,633

\$10,000

\$5,000

Total Premium for Premises 001 Building 001

\$551

Total Policy Premium

\$551

** Optional Coverage Deductible of \$500 applies.

Countersigned by

Authorized Agent

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), COMMON FORM(S), COMMON POLICY CONDITIONS AND FORMS, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Payment Plan: DIRECT BILL FULL PAY
Distribution Code: A
BOD-305 (5-12)

Insured Copy

Date Prepared: January 17, 2013
Operator: OPER
Renewal

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act (TRIA) established a program involving the Department of the Treasury and the insurance industry to assure the availability of property and casualty insurance protection against damages from certified Acts of Terrorism. Generally speaking, certified Acts of Terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act.

You should know that coverage provided by your policy for loss or damage for such certified Acts of Terrorism is partially reimbursable by the United States as set forth in TRIA. The United States government pays 85% of covered terrorism losses exceeding the insurance company's statutorily established deductible as set forth in the Act. Note, however, not all losses resulting from certified Acts of Terrorism are covered, such as nuclear events. Any such exclusion, however, would not apply to fire losses resulting from terrorist activities. Please read your policy and endorsements carefully.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified Acts of Terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The premium charged for your policy includes a charge for the coverage of such certified Acts of Terrorism under TRIA and this charge is specifically identified on the line entitled "Certified Terrorism Coverage Premium" on the Declarations page(s) of your policy. You are, however, given the opportunity to reject this coverage by signing the rejection statement below and returning this form to us. Your policy will then be endorsed to exclude the described coverage and you will not be charged for this coverage.

REJECTION STATEMENT

I hereby reject the offer of terrorism coverage as defined in the Terrorism Risk Insurance Act. I understand that an exclusion of such terrorism losses will be made part of this policy.

Insured's Signature _____

Date _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Limits of Insurance	Premium
A. Hired Auto Liability	\$ 1,000,000	\$
B. Non-owned Auto Liability	\$ 1,000,000	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Insurance is provided only for those coverages and limits of insurance for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph A.1. **Business Liability in Section II - Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The insurance provided under Paragraph A.1. **Business Liability in Section II - Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions under Paragraph B.1. **Applicable To Business Liability Coverage in Section II - Liability**, other than Exclusions a., b., d., f. and i. and the **Nuclear Energy Liability Exclusion**, are deleted and replaced by the following:

a. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business;

or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. The following exclusion and related provisions are added to Paragraph B.2. Exclusions:

- a. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

- b. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this policy and the loss arose out of domestic violence. Such coverage will be provided only if the innocent coinsured files a police report and completes a sworn affidavit indicating both:

(1) The cause of the loss; and

(2) A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

- c. If we pay a claim pursuant to Paragraph A.1.b., our payment to the innocent coinsured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss for which the innocent coinsured has received payment. In no event will we pay more than the Limit of Insurance.

2. Paragraph A.5. Additional Coverages is amended as follows:

The following is added to Paragraph a.(1) **Debris Removal** and Paragraph h. **Pollutant Cleanup And Removal** and relates only to the requirement to report expenses to us within 180 days of the specified occurrence:

If you fail to report the expenses to us within the 180-day timeframe, such failure will not invalidate a claim under this coverage unless such failure operates to prejudice our rights.

3. Paragraph E. Property Loss Conditions is amended as follows:

- a. Paragraph 2. Appraisal is replaced by the following:

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, we or you may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
 - (3) We become insolvent; or
 - (4) We involuntarily lose reinsurance for this policy.
- c. 60 days before the effective date of cancellation if we cancel for any other reason.
2. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
 - (3) Cancelled but rewritten with us or in our company group; or
 - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
 - b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

3. Paragraph H. Other Insurance is replaced by the following:

We shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

4. The following is added to Paragraph K. Transfer Of Rights Of Recovery Against Others To Us:

If we pay an innocent coinsured for loss arising out of an act of domestic violence by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

5. Paragraph L. Transfer Of Your Rights And Duties Under This Policy is replaced by the following:

L. Transfer By Beneficiary Deed

If you convey real property insured under this policy to a person (known as a grantee beneficiary) designated under a beneficiary deed, which has been properly recorded prior to your death, that person will have your rights and duties with respect to the insured real property, but only for the period from the date of your death until the first of the following occurs:

- 1. A period of 30 days from the date of your death;
- 2. The date that alternative coverage is obtained on your property; or
- 3. The end of the policy period as shown in the Declarations.

M. Transfer By Other Means Following Death

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative.

**COLUMBIA INSURANCE GROUP
PRIVACY PROTECTION POLICY NOTICE
NO RESPONSE IS REQUIRED**

It is Columbia Insurance Group's policy to safeguard the confidentiality of information concerning you and your business with us. This notice describes our privacy policy with respect to the collection, disclosure and protection of such information.

COLLECTION OF INFORMATION

We obtain most of the information we need directly from you and your insurance agent. You provide this information when you apply for our products or services or when you file claims for benefits. We may also obtain information about your transactions with us, our affiliates or others to assist us in evaluating requests for insurance and benefit claims, to administer and process transactions which you have requested or initiated, or other business purposes.

DISCLOSURE OF INFORMATION

Information may be shared among our companies in order to provide you better service. We may disclose information to third parties when we believe it is necessary to conduct our business or when disclosure is permitted by law. Information may be disclosed to others who assist us in providing business services such as helping us evaluate requests for insurance or benefits, performing general insurance activities for us, or assisting us in processing transactions which you have requested or initiated. Information may also be disclosed for audit purposes, to help us prevent fraud, to law enforcement or regulatory agencies, to consumer reporting agencies or as otherwise permitted by law. This information may include your policy coverages, as well as your claims, premium and payment history. We do not share medical or health information except as you have authorized to provide services you have initiated.

PROTECTION OF INFORMATION

We restrict access to non-public personal information about you to authorized persons who need the information to provide services related to your policy or transaction with us. We also maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your non-public personal information.

We require any organization who assists us in providing business services to maintain the confidentiality of your non-public personal information and not use such information for any other purpose. We strive to keep all information about you accurate and up to date. If you discover any inaccuracy, please notify us immediately.

If you have questions or would like to contact us regarding your information, you may do so by writing to us at:

Columbia Insurance Group
Attn: Legal Department
2102 White Gate Drive
Columbia, Missouri 65202

or telephoning us at: 1-573-474-6193

We promise to strive to keep you informed about how we protect your privacy. We reserve the right to change these privacy principles at any time.

NAVIGATORS INSURANCE COMPANY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

PLEASE READ THIS POLICY CAREFULLY.

REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY DECLARATIONS


POLICY NUMBER: PH12RAL119043IV RENEWAL OF: PH11RAL119043IV

1. NAMED INSURED: Paul Young
2. ADDRESS: 8113 Waddell Ave
Saint Louis, MO 63125
3. POLICY PERIOD: FROM: 12/21/2012 TO: 12/21/2013
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Number 2 above.
4. LIMITS OF LIABILITY:
A. \$ 300,000 Damages Limit of Liability – Each Claim
B. \$ 300,000 Claim Expenses Limit of Liability – Each Claim
C. \$ 600,000 Damages Limit of Liability – Policy Aggregate
D. \$ 600,000 Claim Expenses Limit of Liability – Policy Aggregate
5. DEDUCTIBLE (Inclusive of claim expenses):
A. \$ 500 - Each Claim
B. \$ 1,000 - Aggregate
6. PREMIUM: \$ 540.00
7. RETROACTIVE DATE: 12/21/2010
8. FORMS ATTACHED: NAV RAL NIC PF (02/11) NAV RAL 300 MO (02 11)
NAV RAL 008 (02 11) NAV RAL 002 (02 11)

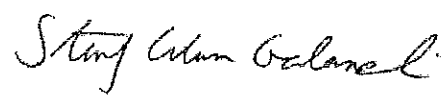
PROGRAM ADMINISTRATOR: Herbert H. Landy Insurance Agency Inc.
75 Second Ave Suite 410 Needham, MA 02494-2876

By Acceptance of this policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary.



[Emily Miner]
Secretary



[Stanley A. Galanski]
President



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: APPRAISAL SERVICES

Date Issued: 3-4-13

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 2, 2013, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

JASON JONAS
Department of the Public Works
636-797-5369

**Contract
Contact:**


VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE	
VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	
DEPARTMENT OF THE COUNTY CLERK	
JEFFERSON COUNTY MISSOURI	
729 MAPLE ST / PO BOX 100	
HILLSBORO MO 63050-0100	
SEALED PROPOSAL: (PROPOSAL NAME)	

**Contract Term:
4-22-13 to 4-21-14
upon approval by
the County Council
and County
Executive**

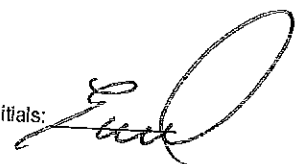
The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

<u>Dinan Real Estate Advisors, Inc.</u>	<u>Edward W. Dinan, MAI, CRE</u>
Company Name	Authorized Agent (Print)
<u>2023 S. Big Bend Blvd.</u>	
Address	Signature
<u>St. Louis, MO 63117</u>	<u>President</u>
City/State/Zip Code	Title
<u>(314) 647-9900</u>	<u>4/1/13</u>
Telephone #	Date
<u>edinan@dinanreal.com</u>	<u>43-1591352</u>
E-mail	Tax ID #
	<u>(314) 647-9922</u>
	Fax #

**Vendor
Information:**

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Exceptions to Proposal	Page 10



PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien. Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

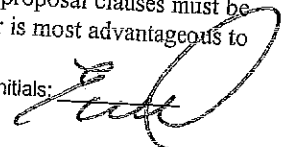
G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

Request For Proposal and Proposal Form



I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.iejffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required () Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

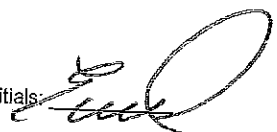
L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M.

PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

A handwritten signature in black ink, appearing to be "E. C. C.", written over the "Bidder's Initials:" label.

PROPOSAL FORM AND CONTRACT

A. **PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. **TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. **PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Proposal prices are **ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County)**. Prices shall be firm for **ALL** County departments and locations for term of the agreement.

E. **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. **NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. **DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. **INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive Request For Proposal and Proposal Form

any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.



W. **INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Missouri

X. **LITIGATION:**

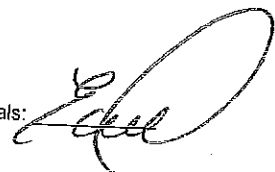
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE
JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED
UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

JASON JONAS - PUBLIC WORKS - 636-797-5369



AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Edward W. Dinan (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Dinan Real Estate Advisors, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Jefferson County, Missouri (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Dinan Real Estate Advisors (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson County, Missouri (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

President
Title

April 1, 2013
Date

Subscribed and sworn to before me this First of April, 2013. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)

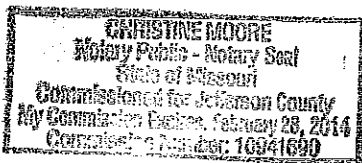
Missouri

(NAME OF STATE)

, and my commission expires on February 28, 2014
(DATE)

Christine L. Moore
Signature of Notary

April 1, 2013
Date

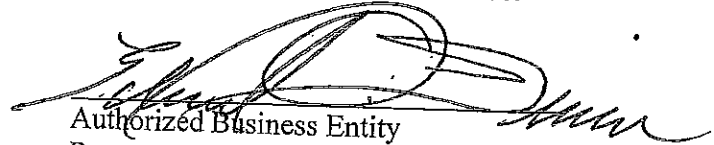


AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Dinan REal Estate Advisors (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Edward W. Dinan
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Dinan REal Estate Advisors
Business Entity Name

April 1, 2013
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PROPOSAL FOR APPRAISAL SERVICES

The County of Jefferson is accepting proposals for Appraisal services for various County projects that require the acquisition of real estate, permanent easements, and temporary easements. The services will be used on an as-needed basis. Proposals should list the types of services available and the cost for each type of service. The types of services needed are listed below.

Proposed Appraisal Services needed but not limited to:

- Appraisal Review
- Complex Appraisal Review
- Waiver Valuation
- Value Finding Appraisal
- Standard Appraisal Format
- Appraisal Assistance (hourly)

Fee appraisers and review appraisers must be on the Missouri Department of Transportation's roster of Approved Contract Appraisers and have state appraisal certification in good standing with the Missouri Real Estate Appraisers Commission.

PROPOSAL PRICES WILL REMAIN IN EFFECT for one year.

If you cannot hold your price for one year, you will guaranty this price to remain in effect until:

(DATE YOUR PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

Dinan Real Estate Advisors, Inc.
Company Name

County of Jefferson, State of Missouri


Signature

Edward W. Dinan

Print

Kenneth B. Waller County Executive

Company Address: 2023 S. Big Bend Blvd.

St. Louis, MO 63117

Phone: (314) 647-9900

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.

County Auditor

APPROVED AS TO FORM

County Counselor

ORIGINAL

**REQUEST FOR PROPOSAL
AND
STATEMENT OF QUALIFICATIONS
FOR
REAL ESTATE APPRAISAL/
CONSULTING SERVICES**

PREPARED FOR

JEFFERSON COUNTY, MISSOURI
729 MAPLE STREET
P.O. BOX 100
HILLSBORO, MISSOURI 63050-0100

PREPARED BY

DINAN REAL ESTATE ADVISORS, INC.
2023 SOUTH BIG BEND BOULEVARD
ST. LOUIS, MISSOURI 63117

DINAN REAL ESTATE ADVISORS, INC.

April 1, 2013

Department of the County Clerk
Jefferson County, Missouri
729 Maple Street
P.O. Box 100
Hillsboro, Missouri 63150-0100

DELIVERED VIA COURIER

Re: RFP Appraisal Services
Jefferson County, Missouri

To Whom It May Concern:

In accordance with Jefferson County's Request for Proposals for Real Estate Appraisal Services, Dinan Real Estate Advisors, Inc. is pleased to submit this proposal which includes our qualifications and our experience with appraising all types of properties in the St. Louis Metropolitan Area including Jefferson County. In addition, I have enclosed for your review the professional qualifications of the senior members of our firm along with copies of their Missouri Real Estate Appraiser licenses.

All of our appraisal assignments are supervised and reviewed by an MAI of the Appraisal Institute and a Counselor of Real Estate® (CRE). All of our commercial real estate consultants and appraisers are either designated members of the Appraisal Institute or have received degrees in areas related to economics or finance. In this regard, Dinan Real Estate Advisors, Inc. brings to the table a broad range of knowledge and experience which includes, but is not limited to, the feasibility analysis, evaluation, and valuation of the following types of real estate:

- ▶ Agricultural Uses
- ▶ Automotive Related Uses (dealerships, service stations, repair and maintenance facilities)
- ▶ Financial Institutions
- ▶ Golf Courses and Country Clubs
- ▶ Health Care and Nursing Facilities
- ▶ Hotels, Motels
- ▶ Industrial Facilities (manufacturing, office/service/warehouse, distribution, etc.)
- ▶ Institutional Properties (Schools, Libraries, Houses of Worship, Public Buildings i.e. Fire Houses, Police Stations, City Halls, County Courthouses, and Federal Buildings)
- ▶ Litigation Support
- ▶ Mixed Use Developments
- ▶ Multi-Family Apartments and Condominium Complexes
- ▶ Office Buildings
- ▶ Redevelopment Analysis
- ▶ Resort and Recreational Facilities
- ▶ Retail Shopping Centers (neighborhood, community, regional malls, etc.)
- ▶ Retail (freestanding, restaurants, big box, etc.)
- ▶ Single Family Residential
- ▶ Special Use Facilities
- ▶ Subdivisions
- ▶ Vacant Land

It is important to note that our work products are not limited to narrative appraisal reports, but also include market condition reports, feasibility studies, restricted use reports, and a variety of consulting services that are catered to the specific property and issue at hand. Please refer to our Statement of Qualifications for a representative list of the properties we have appraised throughout the United States.

This Statement of Qualifications sets forth the scope of services, the documentation and reports we may prepare, the time requirements and fees for our services.

SCOPE OF SERVICES

All assignments will be prepared in conformity with and subject to the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Institute as well as be completed according to the Missouri Department of Transportation valuation formats which are outlined as follows:

Use of the **Pay Estimate Appraisal Format** (Form 236.6.3.3) is allowed when:

- the acquisition is simple and
- the value of the acquisition is \$10,000 or less. (Fence re-establishment costs may be excluded from this limit. No other cost to cure elements may be excluded from the \$10,000 limit.)

This format includes limited information pertaining to the subject property, neighborhood, purpose and function of the letter, property rights considered, real estate assessment and taxes, zoning, highest and best use, as well as a property valuation based upon the applicable of the three approaches to value: the Cost, Income Capitalization and Sales Comparison Approaches, reconciliation and value conclusions.

Use of the **Value Finding Appraisal Format** (Form 236.6.3.2) is allowed when:

- the acquisition is simple,
- fair market value can adequately be estimated by the Sales Comparison Approach with only minor adjustments,
- damage to the remainder can be measured by the cost to cure or is consequential damage not exceeding \$10,000 per element of damage, unless authorized by a policy waiver from Right-of-Way Division, and
- the highest and best use is the present use and is not materially affected by the acquisition (Change in highest and best use resulting from a nominal uneconomic remnant is allowed in this format)

This format includes abbreviated information pertaining to the subject properties, neighborhoods, purpose and function of the reports, property rights considered, scope of the analyses, ownership and history of the subject properties, real estate assessment and taxes, zoning, highest and best use, as well as property valuations based upon two of the three approaches to value: the Income Capitalization and Sales Comparison Approaches, reconciliation and value conclusions.

Use of the **Standard Appraisal Format** (Form 236.6.3.1) is allowed when:

- the appraisal problems are judged complex,
- the highest and best use of the property as improved is different than the highest and best use as if vacant,
- residential or other major improvements are acquired, unless use of the URAR appraisal is specified, and
- there is a change in the highest and best use after the acquisition.

This format includes comprehensive information pertaining to the subject properties, neighborhoods, purpose and function of the reports, property rights considered, scope of the analyses, ownership and history of the subject properties, real estate assessment and taxes, zoning, highest and best use, as well as property valuations based upon the applicable approaches to value: the Cost, Income Capitalization and Sales Comparison Approaches, reconciliation and value conclusions.

OPTIONAL SERVICES

If requested, Dinan Real Estate Advisors will be pleased to provide additional consulting and appraisal services including appraisal reviews, complex appraisal reviews, waiver valuation, and appraisal assistance.

RELATED PROJECT EXPERIENCE AND PAST PERFORMANCE OF FIRM

Edward W. Dinan, MAI, CRE® has over 40 years' experience in the real estate consulting and appraisal industry and has qualified as an expert witness on all levels of the judicial system. Winston M. Miller has over 50 years' experience in the appraisal and real estate consulting industry and has qualified as an expert witness. Elizabeth S. West, MAI, CRE® has over 30 years' experience in the consulting and appraisal industry and has qualified as an expert witness for the Missouri State Tax Commission and St. Charles County.

Mr. Dinan has been approved as a fee appraiser for the U.S. Department of Justice, General Services Administration, Army Corps of Engineers, Missouri Department of Natural Resources, numerous levee districts, Missouri Department of Transportation, Missouri Department of Administration, Illinois Department of Transportation, Probate Court of St. Louis City, as well as FNMA, FDIC, RTC, HUD, SBA, OTS, along with numerous other governmental agencies and is qualified in court as an expert witness. Mr. Dinan has also served as a hearing officer for the St. Louis County Board of Equalization and has been appointed both an appraiser and commissioner for the St. Louis County Circuit Court.

Over the last three years our firm has worked on over 600 projects, some of which included numerous parcels of property. A representative list of projects has been included in our qualifications package. Our firm has completed numerous assignments for financial institutions, Fortune 500 companies, developers, redevelopers and investors as well as private property owners. Our assignments are prepared in conformity with and subject to the Code of Professional Ethics of the Appraisal Institute, the Uniform Standards of

Professional Appraisal Practice of the Appraisal Foundation as well as with the client's appraisal requirements. Our firm upholds the confidentiality requirements of all our assignments.

Dinan Real Estate Advisors, Inc. has an ongoing relationship with federal, state, and local governments, including:

Internal Revenue Service	U.S. Department of Justice
U.S. Small Business Administration	State of Missouri
Missouri Highway and Transportation	Illinois Department of Transportation
City of Branson	City of Brentwood
City of Clayton	City of Crestwood
City of Des Peres	City of Ellisville
City of Florissant	City of Hazelwood
City of Manchester	City of Maplewood
City of Maryland Heights	City of Normandy
City of St. Charles	City of St. Louis
City of Troy	City of Union
City of University City	City of Washington
City of Wentzville	City of Wildwood
Village of Sauget	St. Charles County
Jefferson County	St. Louis County
St. Louis County Economic Council	Washington Redevelopment Corporation
Wharfside Redevelopment Corporation	Mid-East Area Agency on Aging
Metropolitan St. Louis Sewer District	Trail Net
Land Clearance for Redevelopment Authority	

PROJECT PERSONNEL AVAILABILITY AND DELIVERY SCHEDULE

Staff for this project will include:

Edward W. Dinan, MAI, CRE®
Elizabeth S. West, MAI, CRE®
Winston M. Miller
William R. Presnell
Timothy Toal
Taylor C. Dinan

Dinan Real Estate Advisors has extensive appraisal experience throughout not only the St. Louis metropolitan area but also the continental United States. Properties appraised consist of virtually all types including commercial, industrial, residential, and special purpose as well as a variety of unique and unusual facilities. It should also be noted that in serving various governmental agencies and specifically municipalities we have studied their maintenance and public works facilities.

RATE AND COST SCHEDULE

We typically provide our clients with two copies of the final report unless otherwise requested. Our services are invoiced based on the actual amount of time spent in the

performance of the assignment at our standard per diem rates. In accordance with your request, we have prepared the following fee schedule which can vary based on the complexity of the assignment. These fees are effective for one year after the contract has been awarded. Typical fees are as follows:

TYPICAL FEE SCHEDULE FOR APPRAISAL/CONSULTING SERVICES		
<i>Description of Service</i>	<i>Fee Range Estimate</i>	<i>Timing</i>
Appraisal Review	\$200-\$500	2 to 5 days
Complex Appraisal Review	\$500-\$1,500	1 week
Waiver Valuation	\$1,250-\$3,500	3 weeks
Value Finding Format	\$2,500-\$4,000	3-4± weeks
Standard Appraisal Format	\$3,000-\$6,000	4 - 6 weeks
Appraisal Assistance*	Hourly (see below)	N/A

** In addition to hourly consultations, consulting assignments can include market studies, economic feasibility studies, highest and best use analyses, site selection studies, cost benefit analysis and economic benefit studies. Fees for these types of engagements are typically estimated on an individual assignment basis.*

Furthermore, If expert testimony is required, the additional professional time necessary for meetings, telephone conferences, and other project meetings that may take place will be invoiced to you at our standard per diem rates, which are \$300 per hour for Edward W. Dinan, MAI, CRE®, \$200 per hour for Elizabeth S. West, MAI, CRE®; \$150 per hour for Winston M. Miller, Timothy Toal, and William R. Presnell (senior appraisers); \$100 per hour for Taylor C. Dinan (staff appraiser); and \$75 per hour for support staff.

Our fee estimates are subject to upward revision if the engagement entails more time than anticipated, or if problems are encountered that are unforeseeable at the commencement of the engagement. If unusual matters come to our attention that warrant additional work in excess of the above amount, we will discuss the matter with you so that a mutually acceptable revision may be made. ***Conversely, if the engagement entails less time than estimated, you will be billed the lesser amount.***

STATE LICENSE

Our firm has six professionals that perform both residential and commercial consulting and appraisal work. Edward W. Dinan, MAI, CRE® (RA 001300), Elizabeth S. West, MAI, CRE® (RA 001093), Winston M. Miller (RA 002606), and William R. Presnell, Jr. (2008018986) are Missouri State Certified General Real Estate Appraisers and Timothy Toal is a Missouri State Certified Residential Real Estate Appraiser (20043252). In addition, staff appraiser Taylor C. Dinan is currently working on fulfilling the time requirements dictated by the Missouri Appraisal Commission to become state certified and complete the examination. Support staff includes Christine L. Moore.

LIABILITY INSURANCE

We have Errors & Omissions Insurance in the amount of \$1,000,000 as well as Workmen's Compensation and General Liability Insurance. Copies of insurance certificates will be provided when the contract is awarded.

CONFIDENTIALITY

This assignment is undertaken as part of a confidential and privileged communication. In order to protect, as privileged, the communications and materials, which are generated during the appraisal process, the appraiser shall take the following measures:

- All documents generated by the appraisers or furnished to the appraisers by the Jefferson County, Missouri, Missouri ("Client") shall be considered (unless specifically marked otherwise) as confidential and privileged documents and shall be marked "Confidential and Privileged".
- All correspondence and oral or written reports concerning this agreement and the performance thereof shall, if written, be marked "Confidential and Privileged".
- The appraisers agree to obtain the same assurances as to confidentiality and nondisclosure set forth above from all persons who may be called upon to assist appraisers in providing the services specified under this agreement.
- Any and all information developed or supplied, or reports submitted, hereunder are the sole and exclusive property of the Client and shall not be divulged by appraisers to other parties verbally or in writing or be reproduced without prior written approval of the Client. The Client retains the unilateral and unrestricted right to use or distribute such information and reports, or excerpts therefrom, in any and all ways which the Client may deem appropriate.

OTHER TERMS

If at any point during the course of the engagement you wish to suspend work on the project, we will meet with you to discuss our findings. If the decision is made to discontinue our engagement, our fee will be based upon the time and out of pocket expenses incurred to that date.

Our analysis and report will be based on estimates, assumptions and the information developed from research of the market, knowledge of the industry, and meetings during which you will provide us with certain information. The sources of information and basis of the estimates and assumptions will be stated in the appropriate sections of the report. This data will be presumed to be reliable; but no responsibility, whether legal or otherwise, will be assumed for its accuracy, nor can it be guaranteed as being certain. Under the terms of this engagement, we will have no obligation to revise this

analysis to reflect events or conditions which occur subsequent to the date of our evaluation and will so state in our final report. However, we will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject property.

Our services will not include ascertaining the legal and regulatory requirements applicable to this property, including zoning, state and local government regulations, permits and licenses. Further, no effort will be made to determine the possible effect of present or future Federal, State or Local legislation including environmental or ecological matters or interpretations thereof. Our final report will contain a statement to that effect.


Some assumptions inevitably will not fully materialize, and unanticipated events and circumstances may occur. Our final report will also contain a statement to that effect.

Our analysis will be intended solely for your information and our report will contain a statement to that effect. Otherwise, neither our report nor its contents, nor any reference to our firm may be included or quoted in any offering circular or registration statement, prospectus, sales brochure, loan or other agreement or document. Permission will be granted only upon meeting certain conditions and may require additional procedures.

Thank you for the opportunity to submit this proposal and please do not hesitate to call with any questions or comments you may have.

Respectfully submitted,

DINAN REAL ESTATE ADVISORS, INC.

A handwritten signature in black ink, appearing to read "Edward W. Dinan", with a stylized flourish at the end.

Edward W. Dinan, MAI, CRE®
President

EWD:clm

/enclosures



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: APPRAISAL SERVICES

Date Issued: 3-4-13

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 2, 2013, AT 2:00 P.M. LOCAL TIME.

Specification Contact: JASON JONAS
Department of the Public Works
636-797-5369

Contract Contact: VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE	
VENDOR NAME	DEPARTMENT OF THE COUNTY CLERK
VENDOR ADDRESS	JEFFERSON COUNTY MISSOURI
CONTACT NUMBER	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

Contract Term:
4-22-13 to 4-21-14
upon approval by
the County Council
and County
Executive

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Bruns Real Estate Services	Robert L. Bruns
Company Name	Authorized Agent (Print)
P.O. Box 757	
Address	Signature
Festus, MO 63028	President
City/State/Zip Code	Title
636 931 5420 x 101	3-25-13
Telephone #	Date
rlbruns@sbeglobal.net	43-1927621
E-mail	Tax ID #
	636 931 5419
	Fax #

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage
Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

Request For Proposal and Proposal Form

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required () Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M.

PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcom.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

Handwritten initials, possibly 'JB' or 'JB2', written in black ink.

PROPOSAL FORM AND CONTRACT

A. **PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. **TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. **PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. **NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. **DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. **INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive Request For Proposal and Proposal Form

any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411)** requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.



W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Missouri.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

JASON JONAS - PUBLIC WORKS – 636-797-5369

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Robert L. Bruns (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Bruns Real Estate Services (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Appraisal Services (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Bruns Real Estate Services (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Appraisal Services (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature

Robert L. Bruns
Printed Name

President
Title

4-2-13
Date

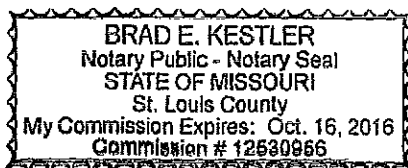
Subscribed and sworn to before me this 2nd of April, 2013. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)

Missouri, and my commission expires on 10/16/16.
(NAME OF STATE) (DATE)

[Signature]
Signature of Notary

4/2/13
Date



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Brun's Real Estate Services (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Robert L. Brun's
Authorized Business Entity
Representative's Name
(Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

Brun's Real Estate Services 3-25-13
Business Entity Name Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PROPOSAL FOR APPRAISAL SERVICES

The County of Jefferson is accepting proposals for Appraisal services for various County projects that require the acquisition of real estate, permanent easements, and temporary easements. The services will be used on an as-needed basis. Proposals should list the types of services available and the cost for each type of service. The types of services needed are listed below.

Proposed Appraisal Services needed but not limited to:

- Appraisal Review
- Complex Appraisal Review
- Waiver Valuation
- Value Finding Appraisal
- Standard Appraisal Format
- Appraisal Assistance (hourly)

Fee appraisers and review appraisers must be on the Missouri Department of Transportation's roster of Approved Contract Appraisers and have state appraisal certification in good standing with the Missouri Real Estate Appraisers Commission.

PROPOSAL PRICES WILL REMAIN IN EFFECT for one year.

If you cannot hold your price for one year, you will guaranty this price to remain in effect until:

5-1-2014
(DATE YOUR PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

Company Name

County of Jefferson, State of Missouri

Signature

Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

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.

County Auditor

APPROVED AS TO FORM

County Counselor

BRUNS REAL ESTATE SERVICES
P. O. BOX 757
FESTUS, MISSOURI 63028
636-931-5420

March 25, 2013

Department Of The County Clerk
Jefferson County Missouri
729 Maple St / PO Box 100
Hillsboro, MO 63050-0100


RE: Appraisal Services

The following are the requested proposed appraisal services and the cost for said services provided by Bruns Real Estate Services.

Appraisal Review	\$ 500
Complex Appraisal Review	\$ 750
Waiver Valuation	\$ 250
Value Finding Appraisal	\$ 1,000
Standard Appraisal Format	\$ 2,000
Appraisal Assistance	\$100 - \$150 / Hour

Please contact me with any questions you may have.

Respectfully Submitted


Robert L. Bruns
BRES President



Employment Eligibility Verification

Welcome
Robert Bruns

User ID
RBRU1888

Last Login
11:18 AM - 03/25/2013

Log Out



Click any  for help

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[Contact Us](#)

Company Information

Company Name: Bruns Real Estate Services

[View / Edit](#)

Company ID Number: 408585

Doing Business As (DBA) Name:

DUNS Number: 940120389

Physical Location:

Address 1: 2712 Niagara Falls Court

Address 2:

City: Festus

State: MO

Zip Code: 63028

County: JEFFERSON

Mailing Address:

Address 1: P.O. Box 757

Address 2: 2712 Niagara Falls Court

City: Festus

State: MO

Zip Code: 63028

Additional Information:

Employer Identification Number: 431927621

Total Number of Employees: 1 to 4

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 531 - REAL ESTATE

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View / Edit](#)