



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

**Request for Proposal:** [Emergency Management Facility Entrance](#) **Date Issued:** [8-19-14](#)  
[Driveway Construction](#)

PROPOSALS SHALL BE ACCEPTED UNTIL: [TUESDAY, SEPTEMBER 16, 2014](#), AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**

**WARREN ROBINSON**

Department of Emergency Services  
636-797-5381  
wrobinson@jeffcomo.org

**Contract Contact:**

**VICKIE PRATT**

Department of Administrative Services  
636-797-5380

**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: 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. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. 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.

**Company Name**

**Authorized Agent (Print)**

**Address**

**Signature**

**City/State/Zip Code**

**Title**

**Telephone #**

**Date**

**Tax ID #**

**E-mail**

**Fax #**

## TABLE OF CONTENTS:

<b>Legal Notice and Request for Proposal</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Proposal Requirements</b>	<b>Page 3</b>
<b>Proposal Form and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 8</b>
<b>Specifications</b>	<b>Page 10</b>
<b>Exceptions to Proposal</b>	<b>Page 10</b>

### **\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**  
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>  
**Or**
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Cooperative Bid Form (page 11)**
- 5. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 6. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

## PROPOSAL REQUIREMENTS

**Bidder shall initial all pages and return where the Bid Document denotes**

**“BIDDER”S INITIALS: \_\_\_\_\_**

**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. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**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/BONDS:**

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

**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.

**I. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**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](http://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 A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. 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](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

## **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. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**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 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:

- If supplier fails to deliver the items required by the contract within the time specified; or
- 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.
- 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 \_\_\_\_\_.

**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](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**WARREN ROBINSON – EMERGENCY SERVICES DIRECTOR**  
**636 797 5381**

## **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 \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (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 \_\_\_\_\_ (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 \_\_\_\_\_ (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 \_\_\_\_\_ (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

---

Title

---

Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

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

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

---

Signature of Notary

---

Date

## **AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

### **CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (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.

---

Authorized Business Entity  
Representative's Name  
(Please Print)

---

Authorized Business Entity  
Representative's Signature

---

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](mailto: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).

## COOPERATIVE BID FORM

**Bid Name:** \_\_\_\_\_

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### **COOPERATIVE PROCUREMENT CONTRACT**

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

**Yes**        **No**       

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, ***is not a prerequisite for award***, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity **(this shall not apply to Jefferson County, Missouri Government, Departments or Divisions)**:

**MINIMUM DOLLAR VALUE PER ORDER:** \$\_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI**

PROJECT SPECIFICATIONS  
FOR  
Emergency Management  
Facility Entrance Driveway Construction



County of Jefferson, Missouri  
P.O. BOX 100  
HILLSBORO, MO 63050  
SEPTEMBER 16, 2014

**REQUEST FOR BID**

BID OF

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

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

For Providing Materials and Service to Perform:  
**Construction of graded driveway capable of accommodating a specific piece of County  
emergency response equipment**

## Table of Contents

Bid Notice	02
Bidder Checklist	03
Instructions to Bidder	04
Bid Form	10
Bid Bond	14
Bidder's Acknowledgement	15
Annual Worker Eligibility Verification Affidavit	16
Agreement Form	17
Contract Performance Bond/Payment &Material Bond Forms	25
General Conditions	28
Job Special Provisions	45
General Special Provisions	48
Affidavit of Compliance with Prevailing Wage Law	49
Cooperation with Utilities	50
State Wage Rates	51

## BID NOTICE

Sealed bids for the **Emergency Management Facility Entrance Driveway Construction** will be received at the office of The Department of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on the 16<sup>th</sup> day of September, 2014, and at that time will be publicly opened and read. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

The proposed work will take place at 1403 Herculaneum Industrial Drive. The work includes construction of a graded driveway capable of accommodating the County Homeland Security Emergency Response Team's Mass Decontamination Trailer. It shall be at least 20 ft. wide and shall have a thickness composition of 2" of commercial mix over 6" of base mix over 4" of compacted 1" Minus Rock.

Specifications for this work will be available, at no cost, as a downloadable file from the Jefferson County website (<http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>), beginning August 23, 2014. The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the State of Missouri's "Annual Wage Order" that is currently effective 10 calendar days prior to bid opening.

The County of Jefferson, Missouri hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

All bids shall be made on the forms provided. Bidders may submit unit prices for one or more roads. All bidders must be qualified and have the capacity to perform the work as stated in the project specifications for all contract items they submit prices for. The County of Jefferson, Missouri reserves the right to reject any or all bids, to waive any informality in the bids received, and to award individual road projects to the lowest, most capable bidder. Multiple contractors may be chosen to perform the work based on submitted costs and availability for each road. Individual roads will not be split between contractors. Approved contracts shall be honored for a period of one year from date of signed, executed contract. Asphalt index pricing is an available option, but not a requirement.

Each bid must be accompanied by a certified check or satisfactory bid bond payable to Jefferson County, Missouri, in the amount of five percent (5%) of the total amount bid as a guarantee that the successful bidder will enter into a contract and furnish the required bonds within fifteen (15) days after the award is made.

END BID NOTICE

## **BIDDER CHECKLIST**

### **FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. For submittal of paper bids, the complete set of bidding documents includes all information through the Contract Performance Bond/Payment & Material Bond Forms. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 2. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to County of Jefferson, Missouri, PO Box 100, Hillsboro, MO 63050. **Provide the vendor name, vendor address, vendor number, county, and project title on the outside of the envelope (if applicable).**
- 3. Please read all items in the bidding document carefully. For paper bids, complete all items in **ink** or by **typing** in the information.
- 4. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 5. For paper bids submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 6. For paper bids, staple addenda (if applicable) to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Using a different bid bond form than the one provided
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

All questions concerning the bid document preparation can be directed to the Jefferson County Office of Emergency Management at 636-797-5381. Project specific questions can be directed to Warren Robinson at 636-797-5381 or [wrobinson@jeffcomo.org](mailto:wrobinson@jeffcomo.org)

**Functional & Access Needs:** If you have special needs addressed by the Americans with Disabilities Act, please notify the Jefferson County Office of Emergency Management, at 636-797-5340 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

# INSTRUCTIONS TO BIDDERS

## 1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders, which are defined in the General Conditions of this Construction Contract, that have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the County (on the basis of the County evaluation as hereinafter provided) makes an award.

## 2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the County Website.

2.2 Complete sets of the Bidding Documents shall be used in preparing Bids; The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The County in making Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## 3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit **with the bid** written evidence of previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

## 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Before submitting his Bid each Bidder will, at his own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3 On request, the County will provide each Bidder access to the site to conduct investigations and tests, as each Bidder deems necessary for submission of his Bid.

4.4 The lands upon which the Work is to be performed rights – of - way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the General Conditions, General Requirements, Special Provisions or Drawings.

## 5. INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the Manager of Contracts & Grants. Replies will be issued by Addenda mailed or electronically delivered to all parties recorded by the Manager of Contracts & Grants as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect.

## 6. CONTRACT TIME

6.1 The number of days within which, or the date by which, the Work is to be completed and the Bid price is to remain in effect is set forth in the Bid Form and will be included in the Agreement.

## 7. SUBSTITUTE MATERIALS AND EQUIPMENT

7.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Director of Emergency Management, application for such acceptance will not be considered by Director of Emergency Management until after the "effective date of the Agreement".

## 8. SUBCONTRACTORS, ETC.

8.1 No subcontract may be awarded by Contractor under this Contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall **submit with the bid the Name and Address** of the proposed subcontractor for verification. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:

1. Copy of any subcontracts;
2. Certification by proposed subcontractor regarding equal employment opportunity;
3. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
4. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject.
5. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors.

- 6. Subcontractor shall have certificate of insurance with the same limits as the prime contractor listing Jefferson County as Additional Insured and as a certified holder. The endorsement is also required.**
- 7. E-verify MOU in its entirety.**

The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

## 9. BID FORM

9.1 The Bid Form is attached hereto; additional copies may be obtained from the County Website.

9.2 Bid Forms must be completed in ink or by typewriter or computer. The Bidder shall indicate, in figures, a unit price for each item on the form for each sub category.

9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

9.7 The address to which communications regarding the Bid are to be directed must be shown.

## 10. BID SECURITY

10.1 Bid Security shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.

10.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" (which is the date when the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the

Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

## 11. SUBMISSION OF BIDS

**11.1 Bids shall be submitted, in triplicate**, at time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

## 12. MODIFICATION AND WITHDRAWAL OF BIDS

**12.1** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

**12.2** If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

## 13. OPENING OF BIDS

**13.1** Bids will be opened publicly.

**13.2** When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

## 14. BIDS TO REMAIN OPEN

**14.1** All Bids shall remain open for sixty days after the day of the Bid opening, but the County may at their sole discretion, release any Bid and return the Bid Security prior to that date.

## 15. BID SUBMITTAL REQUIREMENTS

**15.1** Failure to submit the following required documents prior to the bid opening will make the bid non-responsive and not eligible for award consideration:

- Notice to Contractors
- Certification Regarding Anti-collusion
- Certification Regarding Use of Contract Funds for Lobbying
- Certification Regarding Debarment and Suspension
- Certification Regarding Affirmative Action and Equal Opportunity

- Bid Guaranty
- Acknowledgement of Addenda, if applicable
- Bid to be submitted in ink with proper signatures with no white out or initialed changes
- Balanced Bid
- Delinquent Taxes Affidavit or Proof of Payment
- **Certificate of Insurance**

## 16. AWARD OF CONTRACT

16.1 The County reserves the right to reject any and all bids, to waive any and all informalities, and the right to reject non-responsive bids.

16.2 In evaluating Bids, the County shall consider whether the Bid meets all requirements of the advertisement and proposal, and any alternates and all unit prices requested in the Bid forms are provided.

16.3 The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County.

16.4 The County may conduct such investigations as they deem necessary to assist in the evaluation of whether any Bid is responsive in accordance with the Contract Documents to the County's satisfaction within the prescribed time.

16.5 If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening.

## 17. LIQUIDATED DAMAGES

17.1 Provisions for liquidated damages, if any, are set forth in the agreement.

## 18. PERFORMANCE AND OTHER BONDS

18.1 Section 32 of the General Conditions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security.

## 19. SIGNING OF AGREEMENT

19.1 When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract

Documents attached. The County will return one executed Contract Agreement to the Contractor.

## 20. FAILURE TO EXECUTE AGREEMENT

20.1 Failure to execute the agreement and to file the acceptable contract bonds within 15 days after the unexecuted agreement has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid or contract bond from an approved surety or failing to execute the agreement within the time provided, resulting in a cancellation of the award to that bidder, disqualifies that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the County project or projects which are the subject of that bid, as a prime contractor, a subcontractor or a supplier.

END OF INSTRUCTIONS TO BIDDERS

## BID FORM

TO: JEFFERSON COUNTY, MISSOURI  
BID FOR: EMERGENCY MANAGEMENT FACILITY ENTRANCE DRIVEWAY CONSTRUCTION

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and
  - (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. Bidder will complete project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Emergency Services Department and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job: and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

# Emergency Management Facility Entrance Construction

**Site: 1403 Herculaneum Industrial Drive**

**Working Days: 13 Days**

**NOTICE TO BIDDER** - Bidders must complete the above section in its entirety if bidding on this site.

Initials and Company Name: \_\_\_\_\_

5. The County will issue a notice to proceed for each project. The CONTRACTOR will begin work on the project within 14 days of the notice to proceed and will continuously prosecute the work to the completion of the project. Allowance will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR. The County may suspend or eliminate part or all of the work due to weather conditions.

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

5.1 **Liquidated Damages:** If the contract work on a project is not in full operation according to the terms of this contract within the limit herein stipulated, or if, after beginning work, the CONTRACTOR suspends operation prior to project completion, the contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to **Two Hundred Dollars(\$200.00)** for each calendar day (Saturdays, Sundays and Legal Holidays exempt) elapsing between the expiration of such time limit and the date of the full completion.

6. Communications concerning this Bid shall be addressed to the following:

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

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
(Corporation Name) (State of incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign) (Signature and typed)

By \_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary) (Signature and typed)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

## BID BOND

Suitable bid security in the amount of:

---

(\$\_\_\_\_\_) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

## **BIDDER'S ACKNOWLEDGMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the \_\_\_\_\_  
(President or other agent)

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_,  
The day and year first above written.

(SEAL) \_\_\_\_\_ Notary Public

## ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

---

**Affiant Signature**

## Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

# AGREEMENT FORM

THIS AGREEMENT is dated as of \_\_\_\_\_, in the year \_\_\_\_\_ by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \_\_\_\_\_, agree as follows:

## ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the Emergency Management Facility Entrance Driveway Construction. The work is generally described as follows:

The work includes construction of a graded driveway capable of accommodating the County Homeland Security Emergency Response Team's Mass Decontamination Trailer. It shall be at least 20 ft. wide and shall have a thickness composition of 2" of commercial mix over 6" of base mix over 4" of compacted 1" Minus Rock.

## ARTICLE 2. DIRECTOR OF EMERGENCY MANAGEMENT

The County has designated the Director of Emergency Management, who is hereinafter called DIRECTOR OF EMERGENCY MANAGEMENT and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with paragraph 23 of the General Conditions within the numbers of working days specified for each awarded road after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR. (See Job Special Provisions)

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

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to **Two Hundred Dollars (\$200.00)** for each working day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

#### ARTICLE 4. CONTRACT PRICE

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

(Next Page)

(This Space Intentionally Left Blank)

# Emergency Management Facility Entrance Construction

**Site:** 1403 Herculaneum Industrial Drive

**Working Days: 13 Days**

Initials and Company Name: \_\_\_\_\_

## ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Paragraph 26 of the General Conditions. The Director of Emergency Management as provided in the General Conditions will process application for Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Director of Emergency Management, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.

5.1.1 The Owner will initiate withholding of retainage in the amount of 10% for each pay request and may initiate additional withholding as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be at the direction of the Director of Emergency Management.

5.1.2 When the Contractor receives any payment from the Owner, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 26 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the DIRECTOR OF EMERGENCY MANAGEMENT.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the DIRECTOR OF EMERGENCY MANAGEMENT in the preparation of the Drawings and Specifications. When the information is available it will

either be included in the bid documents or made available at the Jefferson County Emergency Services Department for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given DIRECTOR OF EMERGENCY MANAGEMENT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by DIRECTOR OF EMERGENCY MANAGEMENT is acceptable to CONTRACTOR.

## ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Conditions (page 1 to 17, inclusive).
- 7.6 Specifications bearing the title **EMERGENCY MANAGEMENT FACILITY  
ENTRANCE DRIVEWAY CONSTRUCTION**, and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers \_\_\_\_ to \_\_\_\_ , inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award

7.10 Any Modification, including Change Orders, duly delivered after execution of agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 28 of the General Conditions).

## ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

## ARTICLE 9. OTHER PROVISIONS

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

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

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

## ARTICLE 10. VENUE

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

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

FOR: JEFFERSON COUNTY, MISSOURI

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
COUNTY EXECUTIVE

ATTEST: \_\_\_\_\_  
COUNTY CLERK DEPUTY CLERK

FOR: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTOR

ATTEST: \_\_\_\_\_

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

## CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned \_\_\_\_\_

of \_\_\_\_\_  
(firm)

\*a (corporation) duly authorized by law to do business as a construction contractor in the (partnership)

State of \_\_\_\_\_ (hereinafter called the "Contractor"), and \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "Surety"), a corporation  
duly authorized to do a Surety business under the laws of the State of Missouri, are held  
firmly bound unto Jefferson County, (hereinafter called the "County"), in the penal sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the  
payment of which to be made unto said County, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents as  
follows:

The conditions of this obligation are such that, whereas on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said County for the construction of

NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for

all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

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

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

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL) \_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_

(SEAL) \_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_

# PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_  
Principal and Address

\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
Surety and Address

as Surety, are held and firmly bond unto The County of Jefferson, Missouri, hereinafter called Obligee,  
in the amount of \$\_\_\_\_\_, for the payment of which we jointly and severally bind ourselves,  
our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for

\_\_\_\_\_; and  
describe briefly

WHEREAS, the Obligee requires that the Principal enter into a surety bond satisfying the terms of  
Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay,  
or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to  
be used in, or furnishing appliances, equipment or power contributing to such work under said  
contract, then this obligation shall be void; otherwise to remain in full force and effect. The total  
amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no  
event shall the undertaking hereby be construed to impose liability on the surety beyond that  
required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

SURETY

By \_\_\_\_\_

(ACKNOWLEDGMENT FOR PRINCIPAL)  
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

# GENERAL CONDITIONS

## 1. DEFINITIONS:

The following terms as used in these Contract Documents are respectively defined as follows:

- a) "Owner" A person, firm, corporation, municipality or Government agency, by which the Contract will be awarded. Where ever the Owner is specified, it shall also be construed to mean his authorized representative.
- b) "Consultant" The Director of Emergency Management responsible for the preparation of construction plans.
- c) "Contractor" The person, firm, or corporation to whom the contract is awarded.
- d) "Subcontractor" A person, firm, or corporation, performing any part of the Contractor's obligations hereunder at the site of work excluding, however, the furnishing of standard materials, such as cement, lumber, and other materials not worked to a special design under the plans and specifications for the work.
- e) "Contract Documents" The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, the Proposal, and the Plans and Specifications.
- f) "Work" The furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion and carrying out of all duties and obligations of the Contractor under the Contract Documents.
- g) "Days" Except where otherwise specifically provided in the Contract Documents, calendar days including Sundays and Holidays.

## **2. NOTICE:**

Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid.

Notice may also be given by hand delivery to the authorized representative.

## **3. INTENT OF THE CONTRACT DOCUMENTS:**

The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing materials of work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, Director of Emergency Managements and the trade.

The work shall be executed in strict conformity with the plans and specifications.

The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all. Anything stated in the specifications and not shown in the drawings, or shown in the drawings and not stated in the specifications, shall be of like effect as if shown or stated in both.

## **4. PLANS:**

Unless otherwise provided in the Contract Documents, the Owner will furnish the Contractor free of charge, one full size set of reproducible prints, one full size set of printed plans, one half size set of printed plans and one set of unbound specifications. The Contractor will be responsible for reproducing the plans necessary to carry out all the work. In addition to the prints and printed plans and specifications noted above, the Contractor may have all remaining sets of plan used for bidding purposes excluding those for use by County personnel.

In case of discrepancy in the plans, the matter shall be immediately submitted to the Consultant or Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

## **5. SUPERVISION AND PERSONNEL:**

The Contractor shall have at the work site at all times a job supervisor. That individual shall be capable of reading and understanding the project plans and specifications, have authority to order materials and equipment, and have authority to execute work as directed by the Owner. The Contractor shall provide the name and phone numbers of the person appointed as job supervisor prior to issuance of notice to proceed.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. The owner may demand the dismissal of any person employed by the contractor in, about or upon

the work who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such person shall not again be employed thereon without the written consent of the owner. Should the contractor continue to employ or re-employ any such person, the owner may suspend the work until the contractor complies with such orders.

#### **6. COMPLIANCE WITH LAWS:**

The Contractor shall comply with all laws, ordinances, rules and regulations bearing in the conduct of the work and shall obtain at his expense all permits and licenses necessary for the prosecution of the work.

The Contractor shall be responsible for the payment of all Federal, State, municipal or local taxes, including but not limited to sales and use taxes, applicable to the performance of the contract and shall indemnify and hold harmless the Owner from the consequences of his failure to pay such taxes.

A sales tax exemption for construction materials is allowed by RSMo Section 144.062 RSMo, which applies to contractors for the County. Jefferson County will issue an exemption certificate to the contractors, subcontractors and suppliers for the purchase of materials used in construction.

#### **7. USE OF JOB SITE:**

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinance, permits, easements or plans and shall not encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to the extent that its safety may be endangered.

#### **8. SANITARY PROVISIONS:**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of law or ordinance.

#### **9. SURVEYS:**

The Contractor shall provide all surveys necessary to the performance of his work. All work shall be done to the lines, grades and elevations shown on the plans. Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

The Owner or Consultant may, in his sole discretion, check from time to time the reference marks, lines, grades and measurements established by the Contractor but his exercise or failure to exercise such right shall not relieve the Contractor of his obligation under the preceding paragraph.

#### **10. CONDITIONS AT THE SITE:**

The Contractor shall make such investigations of conditions above or below the surface of the ground, as he may deem necessary for the proper and timely performance of his work, including but not limited to the making of borings. No oral representations by any persons respecting such conditions shall in any manner be binding upon the Owner or the Consultant.

The Owner may have, for its own use, made borings at or near the site of the work. The boring data, if collected, will be made available to the Contractor, for his own convenience, if he desires to examine it.

Any interpretations or conclusions drawn by the Contractor from such data shall be his own and the Owner makes no representation or guaranty concerning the accuracy or completeness of such data.

#### **11. UTILITIES AND OTHER OBSTRUCTIONS:**

It shall be the sole responsibility of the Contractor in the performance of the contract to locate and avoid all utilities, other structures and obstructions whether located below or above the surface of the ground. For that purpose he shall employ all necessary precautions and methods to prevent damage to utilities, other structures and obstructions. In the event such damage does occur, the Contractor shall be solely liable therefore and he shall notify the affected utility and Owner immediately, make or have made all necessary repairs and bear the expense thereof and all damage caused thereby.

If the Contractor finds he cannot safely work at a location designated in the plans and specifications, either because of utilities, other structures or obstructions that may be damaged, he shall notify the Owner immediately.

Certain information relating to piping and underground utilities and structures, such as gas mains, water mains, and electric duct lines, has been gathered by the Consultant for its purposes and has been shown on the plans for the convenience of the Contractor and for such use as he may, at his own risk, desire to make of it. Any interpretations or conclusions drawn by the Contractor from such data on the plans shall be his own and the Owner and the Consultant makes no representations or guaranty concerning the accuracy or completeness of such data.

#### **12. STRUCTURES ENCOUNTERED AND PROTECTION OF LIFE AND PROPERTY:**

The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered in the execution of the work herein contemplated. He shall replace, repair or to otherwise make good any damage caused to any such property to the satisfaction of the Owner thereof.

In the event the Contractor does not perform his obligations under the preceding paragraph, the Owner reserves the right at its election to make good any damage to public or private property caused by the work of the Contractor and the cost thereof shall be borne by the Contractor.

In the event the Contractor refuses or fails to pay bills therefore upon presentation, the Owner may pursue any remedies available to it or may deduct the amount thereof from any money that may be due the Contractor hereunder from time to time.

Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches, and such detours as are necessary to care for the public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors or to the Owner.

The Contractor at his own expense shall provide the necessary watchmen and sufficient warning lights and barricades and take such other precautions as are necessary to protect life and property.

The Contractor shall provide watchmen or additional watchmen at any point where they may be requested by the proper official of any municipality or governmental body affected.

Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.

#### **13. PROTECTION OF WORK:**

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract and the manner for providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the Owner. If the Contractor shall fail to provide such protection or in the event of emergencies, the Owner may provide such protection at the Contractor's expense.

The contractor assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the Owner and shall repair or replace at his expense any work damaged or destroyed prior to such completion and acceptance regardless of cause.

#### **14. ACCIDENT PREVENTION:**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.

#### **15. BLASTING:**

The Contractor shall comply with all Federal, State, County and municipal laws, rules and regulations applicable to the transportation, storage or use of explosives.

The Contractor shall assume all responsibility for any injury or damage that may be done during the transportation, storage or use of any explosives.

#### **16. OTHER CONTRACTS:**

The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, and carefully schedule and fit his own work to that work provided under

the other contract. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

**17. CUTTING AND PATCHING:**

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts connect with the work of other contractors shown upon, or reasonably implied by the plans and specifications.

The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor.

**18. CLEANING UP:**

The Contractor shall at all times keep the premises free from accumulation of waste material of rubbish and at the completion of the work shall remove from and about the site all his rubbish, tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use.

**19. SURVEILLANCE:**

The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance of work by the Consultant, the Owner, the Missouri Department of Transportation, the Federal Highway Administration, or any other governmental agency, it being agreed that these agencies have the right of entry.

The Contractor shall within 24 hours after receiving written notice from the Owner proceed to remove all materials rejected by the Owner, whether worked or unworked, and take down all portions of the work, which shall be considered as unsound or improper, or in any way failing to conform to the plans and specifications.

Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

Unless otherwise provided in this contract, acceptance by the Owner shall be made as promptly as practicable after completion of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee.

**20. MATERIALS AND WORKMANSHIP:**

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. When required by the plans and specifications, the Contractor shall furnish the Owner or Consultant, for approval, certified copies of test results made of the materials or articles, which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with established practice and standards recognized by architects, Director of Emergency Managements and the trade.

## **21. "OR EQUAL CLAUSE":**

Whenever, in these specifications or in any of the Contract Documents, any article, appliance, device or material is designated by a manufacturer's or vendor's or proprietary or trade name and such words are not followed by the condition "or equal", it shall be deemed that the words "or equal" do follow such designation unless the text clearly requires a contrary interpretation. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications, provided that the material proposed is first submitted to and approved by the Owner or Consultant.

If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Consultant, the Owner shall receive the benefit of any economy resulting from the substitution.

## **22. SCHEDULE AND PROGRESS REPORTS:**

The Contractor shall, within 15 calendar days after date of notice to proceed, submit to the Owner five copies of a diagram covering operations in the work for the County's review and approval subject to update. The diagram will be used as a basis for review of monthly progress reports until the project is completed. At the request of the Owner, the diagram may be updated to demonstrate actual progress.

## **23. TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The parties recognize that time is of the essence of this contract and, after the Contractor receives notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within the respective number of days specified in the proposal.

If the Contractor fails to complete the work within the time specified, or any extension thereof granted hereunder, the Contractor should pay the Owner the sum specified in the Contract for each calendar day (excluding Saturdays, Sundays, and Legal Holidays) the Contractor is in default. It is agreed that said daily sum is to be paid, not as a penalty, but as compensation to the Owner as liquidated damages for loss which the Owner will suffer because of such default through increased administrative and engineering costs and other tangible and intangible costs. Such damages may be at the Owner's option, be deducted from any monies held by it which are payable to the Contractor.

The completion of the work included under this Contract is defined for purposes of determining

liquidated damages, as that time when all of the structures and appurtenances have been completed and tested and are, in the opinion of the Owner, ready for continuous permanent use and occupancy for the purposes intended, which includes all grading, cleaning up, or other minor work which is required to provide a completed project in accordance with the plans and specifications. The date shall be the date of a letter from the Owner to the Contractor indicating substantial completion or final acceptance.

#### **24. EXTENSION OF TIME:**

The Contractor shall not be entitled to any extension of time for completion of the work as herein above specified unless the Contractor, within 10 days from the beginning of any delay, notifies the Owner in writing of such delay and the cause thereof and the Owner shall determine:

- a. That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors arising from such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors; and
- b. That the Contractor cannot complete the work within the time specified solely by reason of such causes.

The Owner shall make a determination as soon as practicable after the Contractor's notice is received and shall decide the amount of additional time, if any, for completion of the work which conditions justify. Any time extensions will require approval of the Missouri Highway and Transportation Department and the Federal Highway Administration, as well as the Owner.

#### **25. FORFEITURE OF CONTRACT:**

Should the Contractor at any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen or sufficient equipment or materials of the proper quality, or execute the work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, the Owner may, after three days written notice to the Contractor and his bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract.

Alternatively, the Owner, may after ten days written notice to the Contractor and his bonding company, terminate the employment of the Contractor for said works and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the work. The Owner and such others may use such materials, tools and equipment to finish the work. The Contractor shall not be entitled to rental or other compensation for the use of his construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Owner to the Contractor, but if such expenses shall exceed such unpaid balance, the Contractor shall pay the difference from money then due or thereafter to become due to the Contractor under this contact. The expense incurred by the Owner as here provided for finishing

the work and its cost incurred through such default shall be certified by the Consultant, whose certificate thereof shall be conclusive and binding upon the parties. The remedies of the Owner under this Article are exclusive of and in addition to any other contained in this contract, the Contractor's bonds, or provided by law.

## **26. PAYMENTS:**

The Contractor shall receive as full compensation for all work hereunder a sum equal to the value of the work done based in his proposal, attached hereto and made a part of this contract.

Payment shall be made to the Contractor monthly, based upon the approved pay request. The final payment shall be paid to the Contractor, subject to approval of the final change order, within 30 days after completion and acceptance of the entire work herein contracted for, and upon receipt by the County, and approval of, all final documentation. Final documentation shall include proof, in the form of lien waivers, for the prime contractor, subcontractors, and material suppliers as determined by the Director of Emergency Management.

By the 15th of each month the Contractor shall submit to the Owner an invoice containing an estimate of the percentage of the total work under the contract accomplished to the end of such month. The invoice shall be in such form and detail as required by the Owner.

The Owner will initiate withholding of retainage in the amount of 10% for each pay request and may initiate additional withholding as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be at the direction of the Director of Emergency Management.

## **27. PAYMENTS NO EVIDENCE OF PERFORMANCE:**

No certificate for payment made under this contract except the final certificate of final payment, shall be evidence of the performance of this contract, either wholly or in part. No Payment shall be construed to be an acceptance of defective work or improper materials.

## **28. CHANGES:**

The Owner and/or the Consultant shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. No such change shall be valid unless made in writing by the Owner or Consultant, and for all Federal Aid Contracts such changes shall first be approved by both the Missouri Highway and Transportation Department and the Federal Highway Administration.

In the event such changes cause an increase or decrease in the Contractor's cost of or time required for performance of the contract, the contract price and/or period of performance shall be equitably adjusted; provided, the increase or decrease in the amount of the work for which unit prices apply under the specifications shall be computed by multiplying the change in quantities (measured as provided in the contract documents) of such work by such contract prices.

In the absence of a bid price for a given item of work not provided for nor fairly included in the bid prices for other items of work, a written agreement may be made between the Owner and the Contractor to be included in the written order for such extra work.

Whenever the Contractor and the Owner are unable to agree on prices for extra work and the

Owner directly or acting through the Consultant orders the Contractor to proceed with the work by force account, the work will be paid for in the manner herein described and the compensation thus provided shall constitute full payment for said work. Payment will be determined as follows:

For all materials purchased by the Contractor and used in the force account work, he will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills, to which will be added an amount equal to 15 percent if the sum thereof. The Owner or Consultant, however, reserves the right to approve or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.

For all equipment and machinery used in the force account work, the Contractor will be paid reasonable operated and maintained rental prices to which no percentages will be added.

The Contractor will be paid the cost of wages for all labor while engaged in the force account plus the actual cost chargeable to the force account work of workmen's compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor by reason of an employment contract generally applicable to his employees, to which total sum will be added an amount equal to 15 percent of wages and other costs listed above. In evidence of the costs of labor, equipment and materials for which payment is to be made under the force account order; the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls, of equipment rental charges, and of bills for materials.

Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Contractor for work under this contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.

Payment for services of foremen in direct charge of the specific operation will be made. Payment for the services of superintendents, timekeepers or other overhead personnel will not be made nor will payment for services of watchmen be made unless required specifically by the force account work. The actual function performed by an employee rather than his payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

The types and amounts of equipment and machinery used by the Contractor in carrying out his work under the force account order shall be in keeping with normal practice for work of a similar nature, except that the Owner or Consultant may, at his discretion, limit by specific instruction the type and amounts of equipment and machinery to be used.

In computing the hourly rental of such equipment, less than 30 minutes shall be considered  $\frac{1}{2}$  hour, except when the minimum rental to be paid shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the Owner or Consultant, towing or transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$50.00 each or less.

For additional premiums paid on Performance and Labor and Materials Bonds by reason of increases in the account of work over and above that called for in the original contract due to the inclusion of the force account work, and for additional premiums paid on Public Liability and

Property Damage Insurance by reason of extra hazard inherent in the force account work of the type called for in the original contract, the Contractor will, on presentation of substantiating evidence from his bonding and insurance carriers, be paid the actual costs of the increase in premium, to which no percentages will be added. Payment for the cost of additional premiums paid on Workmen's Compensation Insurance by reason of extra hazard introduced into the Contractor's operations by the inclusion of force account work is covered by the provisions above, except that any claim for additional cost based on the application, by reason of extra hazard, of a higher insurance rate to any portion of the payroll over and above that chargeable to the force account work under the provisions above, must be substantiated by evidence from the Contractor's insurance carrier.

The Contractor and Owner shall compare records of the work performed on a force account basis at the end of each day. These records shall be prepared in triplicate by the Contractor and shall be signed by both the Owner and the Contractor's representative, one copy being retained by the Contractor and two copies retained by the Owner.

Payment for force account work will be included in monthly progress payments.

## **29. LIENS AND CLAIMS:**

In addition to other remedies available the Owner hereunder, in all cases of non-payment by the Contractor or a subcontractor of any sums of money due for labor, materials, supplies, equipment or other items in performing in this contract, or if at any time there should be evidence of a lien or claim chargeable to the Contractor or a subcontractor for which, if established, the Owner might become liable, the Owner is hereby authorized and empowered to retain out of any payment then due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner against any such lien or claim.

Alternatively, without limiting other remedies and rights of the Owner under the Contract, under the Contractor's bonds or under the law, the Owner may withhold, in addition to the 10 percent retention, a sufficient amount of payments otherwise due to the Contractor to cover payments that may be past due and payable by the Contractor or his subcontractors or suppliers for just claims for labor or materials furnished in and about the performance of the work under this contract and for failure of the Contractor to make proper payments to his subcontractors. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

Final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete waiver or release by himself and his subcontractors and others of all liens and claims arising out of the work, or receipts in full lieu thereof, and if required, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed.

## **30. RESPONSIBILITY:**

Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the Owner or the Consultant or relieving the Contractor from his liability as an independent contractor and, as such, he shall perform his work, including, but not limited to, supervision and control of his own personnel and scheduling of the work as required to ensure its

proper and timely performance, and he shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the execution of the work.

The Owner or Consultant shall have the right of entry to the site for the purpose of verifying compliance with the plans and specifications.

### **31. INDEMNIFICATIONS AND INSURANCE:**

#### **Responsibility for Claims for Damage or Injury**

The Contractor and surety shall indemnify and save harmless the County, and its members, agents and employees from all claims or suits made or brought for personal injury, death or property damage, caused or contributed to be caused by:

- (a) The negligence of the contractor, subcontractors, suppliers or their respective officers, agents or employees;
- (b) The creation or maintenance of a dangerous condition of or on the County's property or right of way, which condition occurred at least in part due to the acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees; or
- (c) The failure of the contractor, subcontractors, suppliers or their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

Neither the County nor the Contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability which does not exist under the statutory limited waiver of sovereign immunity, or to waive or extinguish any defense which either party to this contract or their respective agents and employees may have to an action or suit by a third party.

#### **Contractor's Responsibility for Work**

Until the County accepts the work, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall restore and replace, at the Contractor's expense, any lost or stolen County-owned material in the Contractor's custody or control. Damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason, shall be restored or replaced at the Contractor's expense. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The County may, in its discretion, make such adjustments as it considers being proper for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the Contractor.

#### **Liability Insurance Requirements**

The Contractor shall procure and maintain at its own expense, until acceptance of the project by the County, liability insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in the relevant sections shown herein. Before the Contractor commences the work, the Contractor shall require the insurance company or companies to furnish to the County evidence of such insurance showing compliance with these specifications. All insurance required herein shall be occurrence policies in a form acceptable to the County, and shall remain in

force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance by the County.

Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the County, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to Manager of Contracts & Grants, Jefferson County Administrative Services, 729 Maple Street, PO Box 100, Hillsboro, Missouri 63050. **The Contractor shall furnish the County with a complete copy of the policy prior to the time the Contractor commences work on the site of the project.** Failure to furnish evidence of proper insurance, or complete insurance policies will result in temporary suspension of work and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

#### Workers' Compensation Liability Insurance

The Contractor shall furnish evidence to the County that, with respect to the operations it performs, it carries workers' compensation insurance, or is qualified as self-insured, sufficient to comply with all its obligations under state laws relating to worker's compensation. The Contractor shall also require each subcontractor on the project to furnish the same evidence to the County. This evidence shall be furnished to and approved by the County prior to the time the Contractor or the subcontractor commences work on the site of the project.

#### Commercial General Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of commercial general liability insurance (Form CG 00 01 or equivalent), which provide coverage for the contract work. The minimum limits of liability for commercial general liability insurance shall be: \$1,000,000 each bodily injury or property damage occurrence, combined single limit, \$2,000,000 general aggregate with a per project endorsement and \$1,000,000 products/completed operations aggregate. Each such policy shall be endorsed so as to cover liability arising from blasting if applicable, other inherently dangerous activities and underground property damage. Each such policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

#### Commercial Auto Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide for its owned, non-owned and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be \$1,000,000 combined single limit.

#### Additional Insureds

Each such policy of commercial general liability insurance shall name the County of Jefferson and its employees as additional insureds. Each commercial general liability insurance policy shall also contain a separation of insureds condition. The insurance afforded by the Contractor shall be primary insurance.

#### Subcontractor's Coverage

If any part of the contract is subcontracted, each subcontractor, or the Contractor on behalf of the subcontractor, shall obtain the same commercial general liability insurance and commercial automobile

liability insurance coverage. The commercial general liability insurance shall name the same entities specified above as additional insureds, and shall have the same separation of insureds conditions.

#### Railroad Protective Liability Insurance

In addition to other required liability insurance, the Contractor shall provide railroad protective liability insurance if applicable, for and in behalf of the railroad as outlined in provisions for each project. The insurance policy shall be submitted to the County in original and duplicate for approval. No work will be permitted on the railroad right of way until such approval is granted.

#### Insurance with Other Than Missouri Companies

Any insurance policy required as specified above, if written by and insurance company organized in a state other than Missouri, shall be signed by an agent or broker licensed by the State of Missouri. In the case of policies written by companies organized in a state other than Missouri, the evidence of insurance submitted as authorized in the contract shall be signed by an agent or broker licensed by the State of Missouri. Nothing in this provision limits or waives the requirement that each insurance policy must be issued by a company authorized to issue such insurance in Missouri.

#### Third Party Liability

Neither the State of Missouri, the County of Jefferson nor the Contractor, by execution of the contract including these specifications, intend to create a right of action in a third party beneficiary except as specifically set out in these specifications and the contract. It is not intended by any required contractual liability in the contract or in these specifications that any third party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the County.

#### Personal Liability of Public Officials

There shall be no personal liability upon the County, or any member, employee or agent of the County in carrying out any of the provisions of the contract or in exercising any power or authority granted to them, it being understood that in such matters they act as agents and representatives of the County, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty remains exclusively that of the County and is not a personal duty or obligation of the individual.

#### 32. BOND:

The Contractor at his expense shall, before commencing work hereunder, procure and deliver to the Owner a Performance Bond and a Labor and Materials Payment Bond in the amount of 100% of the contract as awarded, as security for the faithful performance of the contract and the payment of all obligations thereunder by the Contractor and his subcontractors. The Bonds shall be written in such form as may be satisfactory to the Owner and provided by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. In substance, the condition of the obligation under said bond or bonds shall be as follows:

“The condition of this obligation is such that if the above bound Principal shall in all respects comply with the terms and conditions of said contract and his obligations thereunder, including the

specifications and plans referred to therein, and such changes and alterations as may be made in said contract, specifications and plans and shall indemnify and save harmless the Owner against or from all costs, expenses, damages, injuries or losses to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on the part of said Principal, his subcontractors, officers, agents or employees, in the execution of performance of said contract and shall promptly pay all just claims for damages for injury to property and for labor, equipment, materials and supplies incorporated in the work or consumed in the performance thereof incurred by said Principal, his subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation shall be void; otherwise, to remain in full force and virtue in law. The Surety hereby waives notice of any changes, alterations or modifications, including any extensions of the period of performance, in the contract, specifications and plans."

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

### **33. ASSIGNMENT, SUBLetting OR SUBCONTRACTING:**

The Contractor shall not assign, sublet or subcontract this Contract or the work or payments due thereunder, in whole or in part, without the express consent of the Owner.

The Owner's consent to subcontract shall not relieve the Contractor from his obligations hereunder or change the terms of this agreement.

### **34. ROYALTIES AND PATENTS:**

The Contractor shall indemnify, defend and save harmless the Owner and the Consultant from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses which may come against or be incurred by the Owner or the Consultant by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner, the Owner shall have the right, without impairment of the foregoing indemnification, to retain from the money due and to become due said Contractor a sufficient amount of money to protect itself against loss.

### **35. SPECIFICATION CONFLICTS:**

Where any provision of specifications referred to or incorporated into the Contract Documents is inconsistent or in conflict with the provisions of the Contract Documents, the provisions of the Contract Documents shall govern.

### **36. STANDARDS:**

Where materials and methods are indicated in the specifications as being in conformance with a standard specification, reference in all cases shall be to the latest edition of the specification and shall include all interim revisions, unless specifically stated otherwise.

### **37. FEDERAL EMPLOYMENT AUTHORIZATION:**

The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 285.525 to 285.555. If any part of the contract 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.

As a condition for the award of the contract the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A Contractor may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the Contractor's hire whose employment commences after the Contractor enrolls in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

### **38. OSHA TRAINING:**

The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 292.675. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

Any Contractor signing a contract to work on the construction of public works for the Owner shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OS11A program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.

Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under this section shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. The contractor shall forfeit as a penalty to the Owner two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to

accrue until the time period in this section has elapsed.

The Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the Owner has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

In determining whether a violation of this section has occurred, and whether the penalty of this section shall be imposed, the Department of Labor and Industrial Relations shall investigate any claim of violation. Upon completing such investigation, the Department shall notify the Owner and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in which the public works project is located. The Department may establish rules and regulations for the purpose of implementing the provisions of this section.

This section shall take effect on August 28, 2009.

#### END OF GENERAL CONDITIONS

## SPECIAL JOB PROVISIONS

### Table of Contents

(Job Special Provisions shall prevail over General Special Provisions should conflict arise therewith)

- A. Entrance Driveway
- B. Removal and Disposal of Excess Materials
- C. Facility Access

#### **A. Entrance Driveway**

This item includes all engineering materials, labor, equipment and tools to design and construct an entrance driveway from Herculaneum Industrial Drive to the property at 1403-1409 Herculaneum Industrial Drive that will allow for ingress and egress of Jefferson County's Mass Decontamination Trailer. A preferred point of street connection, and direction of entrance travel, has been identified and is outlined in Appendix A. Specifications of the Mass Decontamination trailer are included in this attachment. The contractor will be given access to the trailer to make any necessary measurements.

The Contractor shall obtain all necessary permits to perform the work. A Shop Drawing / site layout is required by the city. Other submittals may be required by the city. All required documents shall be submitted by contractor to the County and City of Herculaneum for approval. The entrance driveway shall be at least 20 ft. wide and shall have a thickness composition of 2" of commercial mix over 6" of base mix over 4" of compacted 1" Minus Rock.

The contractor must avoid all possible underground utilities and utility easements, and is solely responsible for any damage to these utilities during construction. Additionally, existing stormwater drainages must be avoided.

Upon completion of the project, any surrounding ground disturbed by construction shall be returned to a smooth grade and shall be seeded & straw to reestablish vegetation.

#### **B. Removal and Disposal of Excess Materials**

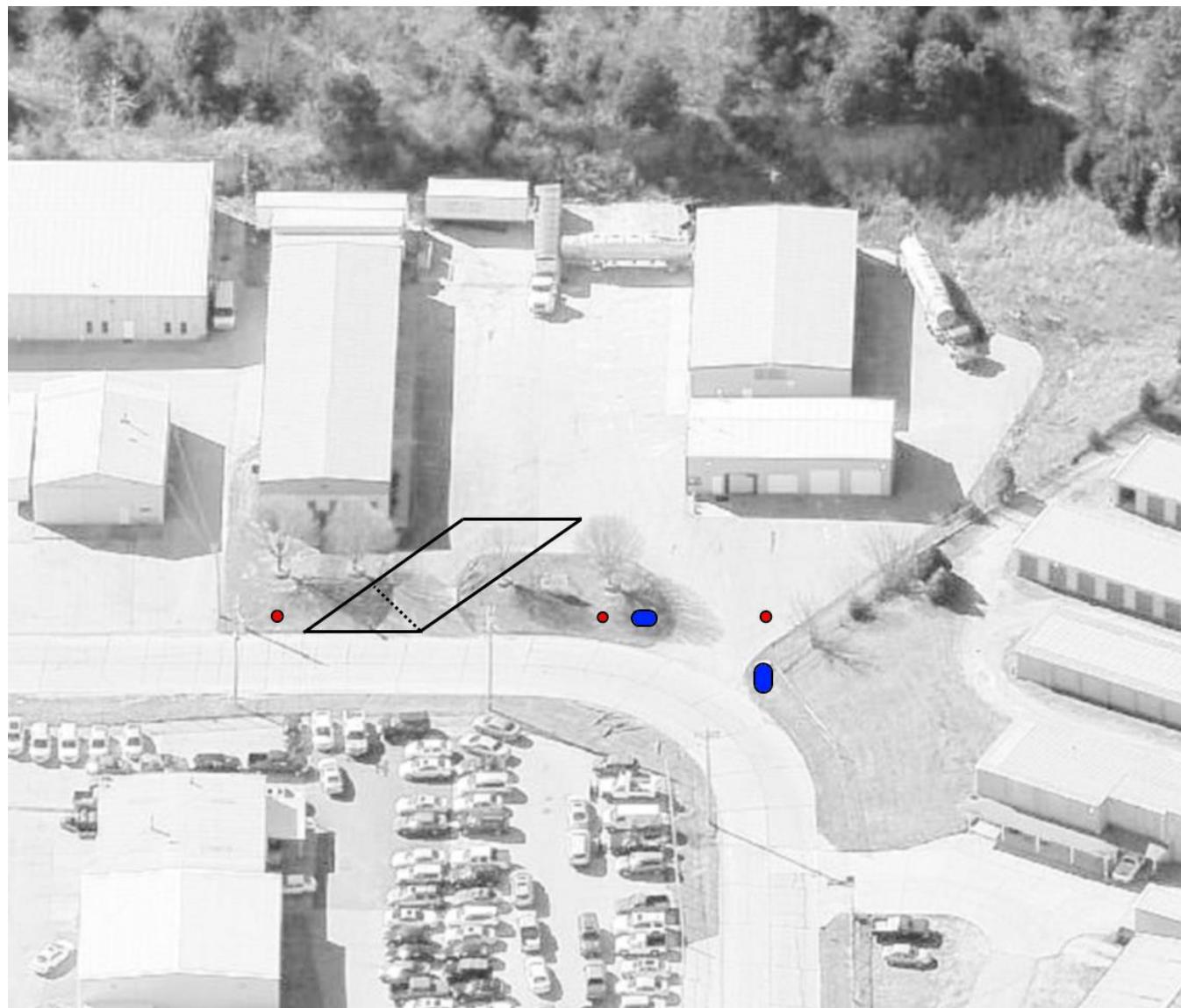
This item includes all materials, labor and equipment to dispose of ground materials disturbed during construction and not suitable for reintegration into the surrounding environment off-site. It is the contractor's responsibility to locate a disposal site for any such materials.

#### **C. Facility Access**

The contractor shall strive to avoid impeding the ingress or egress of response vehicles from the property via the north driveway during work. If work cannot be completed without impeding the use of this drive, the contractor shall provide at least 48 hours advance notice to the owner.

**END SPECIAL JOB PROVISIONS**

## Appendix A



# **General Special Provisions**

## **Table of Contents**

AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE LAW

COOPERATION WITH UTILITIES

# **AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_

(Name)

\_\_\_\_\_  
of \_\_\_\_\_

(Title)

(Company Name)

(a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No.\_\_\_\_\_

or Annual Wage Order No.\_\_\_\_\_ issued by the Division of Labor Standards on project \_\_\_\_\_,

(Job Number)  
\_\_\_\_\_  
\_\_\_\_\_,

(Route or location, if building construction)

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Revised 03-23-00)

## COOPERATION WITH UTILITIES

All utility facilities and appurtenances within the project limits shall be located or relocated by the utility owner, unless otherwise specified. Locations of these utilities will be provided by the utility owners and may not be exact, particularly with regard to underground installations. The contractor shall call for locates prior to the start of any work.

The contractor shall lead the efforts to coordinate with utility owners and the Director of Emergency Management in the location and relocation of utility facilities to minimize effects upon the contractor's work, interruption to utility service and duplication of work by the utility owners. Facilities or appurtenances that are to remain in place during construction shall be accounted for and protected by the contractor's work procedures.

In the event utility services are interrupted as a result of damage within the project limits, the contractor shall notify the appropriate utility authorities and cooperate with the utility owners until service has been restored. Work shall not begin around fire hydrants until provisions for continued service have been made and approved by the local fire authority.

When the failure of the owners of utility facilities to cooperate and coordinate their work with that of the contractor results in actual delay to the contractor in the overall completion of the contractor's work, such delay will be considered in the count of working days or date specified for completion as contractor's sole compensation from the County, provided the contractor notified the Director of Emergency Management in writing of the delay at the time the delay occurred.

The contractor shall use every precaution to prevent damage to all public and private utilities. Repairs to damaged utilities caused by negligent or wrongful acts or omissions on the part of the contractor shall be corrected at the contractor's expense. Damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred. The utility will designate who shall repair the damaged facility and the contractor shall not make repairs without utility approval.

Should there be located within the right of way any public or private utility facilities that are to remain in place and which will interfere with the contractor's proposed methods of operation, the contractor, in cooperation with the Director of Emergency Management, shall make all necessary arrangements with the owner for any temporary or permanent removal or relocation of such facilities desired for the contractor's convenience. Any cost involved shall be at the contractor's expense.

If utility facilities or appurtenances are found that are not noted in the contract documents and could not be discovered in accordance with [Sec 102.5 of the Missouri Standard Specifications](#), the Director of Emergency Management shall be notified in writing as soon as possible of the conflict and will determine whether relocation of the utility is necessary to accommodate construction. If relocation is necessary, the contractor will make the necessary arrangements with the utility owner. Compensation for the relocation of utilities will be worked out between the County and the utility owner prior to the relocation of any utility. No additional compensation will be made to the contractor for coordinating the location and/or relocation of utilities.

## **STATE WAGE RATES**

**(ALL projects)**

Wage rates can be found at the following websites, or by contacting the Missouri Department of Labor:

**<http://www.labor.mo.gov/DLS/prevailingwage>**

or

**[http://www.modot.org/business/contractor\\_resources/bidOpenIndex.htm](http://www.modot.org/business/contractor_resources/bidOpenIndex.htm)**

This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in the "Annual Wage Order" that is effective 10 calendar days prior to bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2014:**

---

**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**