

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR JEFFERSON COUNTY SPORTS COMPLEX CONCESSION
5 BUILDING ON – SITE SEPTIC SYSTEM; AND AUTHORIZATION FOR THE
6 COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR
7 CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND
8 PROPOSALS.

9 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
10 certain Invitations for Bid and Requests for Proposals issued by the County received bids
11 and proposals for the following items or services:

12 BID NAME

Jefferson County Sports Complex Concession Building On-Site Septic System

14 NUMBER OF BIDS RECEIVED

15 2

16 DATE OF BID OPENING

17 3-18-14

18 **WHEREAS**, after reviewing the bids and proposals set forth above, the
19 Department of Parks & Recreation has determined that certain bids and proposals

FILED

1 represent the lowest and best bid for the respective items or services and met the bid or
2 proposal specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to AA Quick Plumbing and Sewer
5 Service for a term from 04-07-14 to 04-06-15 upon approval by the County Council and
6 County Executive for the total amount up to **\$49,900.00** subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
8 **COUNCIL, AS FOLLOWS:**

9 Section 1. The County awards the following bids and proposals which are
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor
11 bidding for each respective item or service as follows:

12 BID NAME

13 Jefferson County Sports Complex Concession Building On – Site Septic System

14 TERM

15 04-07-14 to 04-06-15

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$49,900.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 AA Quick Plumbing and Sewer Service

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
2 County Executive to execute the agreement incorporated by Reference as Exhibit "A"
3 and any agreements or contracts necessary to effectuate the award of the bids and
4 proposals set forth in this Ordinance. The County Executive is further authorized to take
5 any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
6 copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein, by
7 reference.

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

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

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

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Terri Kreitler	<u>Absent</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, Kelly Waymon	<u>Absent</u>

THE ABOVE BILL ON THIS 7th DAY OF April, 2014:

✓ PASSED FAILED



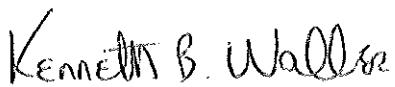
Renee Reuter, County Council Chair



Pat Schlette
Pat Schlette, Council Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 8TH DAY OF April, 2014.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2014.



Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Wes Wagner
Wes Wagner, County Clerk

BY: 

First Reading: 04-07-2014



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

EXHIBIT

A

**Request for Proposal: JEFFERSON COUNTY SPORTS
COMPLEX CONCESSION BUILDING
ON - SITE SEPTIC SYSTEM**

Date Issued: 2-21-14

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 18, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**
MIKE GINGER
Department of Parks & Recreation
636-797-5037

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

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

**Contract Term:
upon approval by
the County Council
and County
Executive**

**Vendor
Information:**

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)

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.

All Quick Plumbing & Sewer Service, INC Brenda Rush
Company Name Authorized Agent (Print)
Po Box 280 Brenda Rush
Address Signature
Ditmier MO. 63023 President
City/State/Zip Code Title
6302961211 3/13/14 43-1908539
Telephone # Date Tax ID #
Septicdoctor@yahoo.com 636-452-3367
E-mail Fax #

Proposal Form
for

JEFFERSON COUNTY NORTHWEST SPORT COMPLEX ON-SITE SEWER SYSTEM

Instructions to Bidders: Please complete all the blank spaces, as appropriate, for the work included in your proposal. Attach detail sheet of all work to be provided.

BID FOR: CATEGORY OF WORK: Jefferson County Northwest Sport Complex On-Site Sewer System

CONTRACTOR NAME: An Quick Plumbing & Sewer Service

ADDRESS P.O. Box 250 Dittmer, MO. 63043

TELEPHONE #S: 636-296-1211 EMAIL Septicdoctor@yahoo.com

TO: Jefferson County
% County Clerk
P.O. Box 100, 300 Second Street
Hillsboro, MO 63050

Gentlemen:

The Undersigned hereby proposes and agrees to furnish all labor, materials, equipment, and supervision necessary for the completion of work indicated herein for Jefferson Northwest Sport Complex ON-Site Sewer System, in strict accordance with the plans and specifications dated February 2014, as prepared by Gardner Consultants LLC, P.O. Box 170, High Ridge, MO 63049

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principles are those named herein, and that the proposal is made without collusion with any other person, firm, or corporation.

The undersigned further declared that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal, he/she waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees to execute a contract for this work and present the same to the Owner within Ten (10) days after the date of notice of the award of the contract to him. The undersigned further agrees to begin work not later than Seven (7) days after their execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials and equipment, specified herein. The undersigned agrees to complete the work within 60 consecutive calendar days after the date of execution of the contract by both parties, unless additional time shall be granted by Architect/Engineer, due to any action or neglect of the Owner, or by strikes, fire, or other cause which, in the opinion of the Architect/Engineer could neither have been anticipated nor avoided, than an extension of time sufficient to compensate for the delay, as determined by the Architect/Engineer, shall be granted by the Owner, provided, however, that the Contractor shall give the Owner and the Architect/Engineer prompt notice in writing of the cause of delay in each case.

Proposal Form

Extensions of time will be granted for delays caused by unfavorable weather, unsuitable ground conditions, and shall not be granted for inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to insure delivery when needed.

Base Bid:

Contractor shall be responsible for excavating, backfilling, providing acceptable fill, tanks, pumps, controls, conduit, electric wire, piping, and fittings as necessary to provide a complete working system as per plans and specification

The Undersigned hereby proposes to furnish all labor, Equipment Material and installation for the subject work, for the Base Bid as outline below.

TOTAL BASE BID:

Forty Nine Thousand Nine Hundred Dollars
\$ 49,900.00

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No.: _____

Brenda Russ
Signature

3-18-14

Date

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REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

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).

***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: BR"

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 set out 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.jeffcomco.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.

- 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. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

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

16. 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, Request For Proposal and Proposal Form Page 4 of 75 Bidder's Initials  Jefferson County Sport Complex Concession and Rest Rooms On-Site Sewer System

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://jeffersonomo.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 Missouri

X. LITIGATION:

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

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



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

SPECIFICATION
CONTACT

MIKE GINGER – DIRECTOR OF PARKS & RECREATION - 636 797 5037

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that AA Quick Plumbing & Sewer Service (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.

Brenda Rush

Authorized Business Entity
Representative's Name
(Please Print)

Brenda Rush

Authorized Business Entity
Representative's Signature

AA Quick Plumbing & Sewer
Business Entity Name

3/12/2014
Date

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 12 day of March 2013:

AA Quick Plumbing & Sewer Service, Inc County of Jefferson, State of Missouri
Company Name

Brenda Rush
Signature
Brenda Rush
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____
P.O. Box 950
Ditmar, MO 63023
Phone: 636 296 1211

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.

Dorothy Stafford
County Auditor

APPROVED AS TO FORM

John D. Hargan
County Counselor



Employment Eligibility Verification

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Brenda RushUser ID
BRUS4646Last Login
05:37 PM - 03/13/2014[Log Out](#)

Company Information

Company Name: AA Quick Plumbing & Sewer Service of Jefferson County, Inc.

[View / Edit](#)

Company ID Number: 763536

Doing Business As (DBA) Name: AA Quick Plumbing & Sewer Service

DUNS Number:

Physical Location:

Mailing Address:

Address 1: 10058 Pillen Road

Address 1: PO Box 250

Address 2:

Address 2:

City: Dittmer

City: Dittmer

State: MO

State: MO

Zip Code: 63023

Zip Code: 63023

County: JEFFERSON

Additional Information:

Employer Identification Number: 431908529

Total Number of Employees: 1 to 4

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)[View MOU](#)



Western Surety Company

BID BOND (Percentage)

Bond Number: 61959492

KNOW ALL PERSONS BY THESE PRESENTS, That we AA Quick Plumbing & Sewer Service of Jefferson County Inc of 10058 Pillen, Dittmer, MO 63023, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto County of Jefferson of 729 Maple St., Hillsboro, MO 63050, hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Jefferson County

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 18th day of March, 2014.

AA Quick Plumbing & Sewer Service of Jefferson County Inc
(Principal)

By Bevda Bush (Seal)

Western Surety Company
(Surety)

By Sherry L. Tumann Attorney



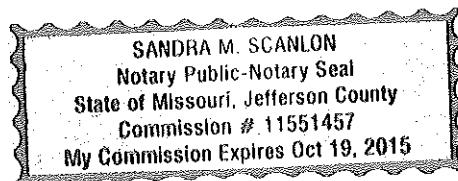
STATE OF Missouri } **ACKNOWLEDGMENT OF SURETY**
COUNTY OF Jefferson } **(Attorney-in-Fact)** Bond No. 61959492
ss

On this 18 day of March, 19, before me, a notary public in
and for said County, personally appeared SHERRY L. BUMANN,
to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY
COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the
State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of
Directors and that the said SHERRY L. BUMANN
acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said
instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at
Cedar Hill, Missouri, the day and year last above written.

My eCommission expires Oct 19th, 2015 Sandra M. Scanlon
Notary Public

Form 106-9-2013



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61959492

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint SHERRY L. BUMANN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: AA Quick Plumbing & Sewer Service of Jefferson County Inc

Obligee: Jefferson County

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 16, 2014, but until such time shall be irrevocable and in full force and effect.

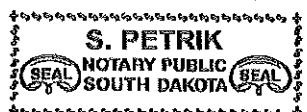
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 18th day of March, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 18th day of March, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires August 11, 2016

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 18th day of March, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

AA Quick Plumbing & Sewer Service, Inc.

PO Box 250
Dittmer, MO 63023

Estimate

Date	Estimate #
3/12/2014	1482

Name / Address
Department of the County Clerk Jefferson County Missouri PO Box 100 Hillsboro, MO 63050

Project Location
Jefferson County Northwest Sport Complex 4900 Bytuesville Road House Springs, MO 63051

Rep
Brend

Description	Total
SCOPE OF WORK - To install a Norweco Class 1 (750 GPD) treatment tank, one thousand gallon (1,500) precast concrete lift tank with specified floats, alarm and lift pump, two (2) one thousand gallon precast concrete tanks to serve as flow equalization tank with pumps and alarms, thirty one hundred linear feet (3,100') of drip irrigation drain fields, 1-1/4" supply/return lines, manifolds and vacuum breakers per engineer's specifications. A french drain will be installed for the system pursuant to the engineer's specifications.	35,400.00
ADDITIONAL SOIL - The contractor will furnish 860 cubic yards of soil per engineer's specifications of which will be TESTED TO BE WITHIN THE LIMITS TO BE LEAD FREE.	14,500.00
ELECTRICAL - The contractor will perform all necessary electrical work for the control panel for the system. It will be the responsibility of Jefferson County Parks & Recreation to have a dedicated wire from the electrical panel inside the new building stubbed out for the contractor to hook the control panel into.	
WARRANTY - Two (2) year warranty on system components from the manufacturer. Two (2) year warranty from contractor on maintenance of electrical components which will be serviced bi-annually for the first two years (please note that this does not include pumping of the system if required).	
GRADING AND YARD RESTORATION - The contractor will rough grade all excavated area's and apply seed, straw and fertilizer to those area's.	
EROSION CONTROL - The control will install the specified erosion control per engineer specifications.	0.00
INSURANCE! - The contractor has provided the proper insurance certificate attached with this estimate.	
INSPECTIONS - All work will be inspected and approved by the proper authorities.	
PERMITS - Per the bid documentation the Jefferson County Parks Department will be responsible for the cost to obtain permits for this project.	
PAYMENT TERMS - The contractor will provide proper paperwork along with lien waiver's for labor and materials as specified in Section 01700.2-2.01.	
PREVAILING WAGE - Contractor to comply with prevailing wage law pursuant to Missouri Division of Labor Standards (Annual Wage Order No.20)	
	Total

Signature _____

Phone #	Fax #	E-mail	Web Site
636-296-1211	636-452-3367	Brenda@AAquicksewer.com	AAQUICKSEWER.COM

AA Quick Plumbing & Sewer Service, Inc.

PO Box 250
Dittmer, MO 63023

Estimate

Date	Estimate #
3/12/2014	1482

Name / Address
Department of the County Clerk Jefferson County Missouri PO Box 100 Hillsboro, MO 63050

Project Location
Jefferson County Northwest Sport Complex 4900 Byrnesville Road House Springs, MO 63051

Rep
Brend

Description	Total
COMMENCEMENT AND COMPLETION OF WORK - Work to commence on or about April 1, 2014 and be completed by May 31, 2014.	0.00
<i>Brenda Rees, President</i>	Total \$49,900.00

Signature _____

Phone #	Fax #	E-mail	Web Site
636-296-1211	636-452-3367	Brenda@AAquicksewer.com	AAQUICKSEWER.COM