

ORDINANCE NO.: 14-

INTRODUCED BY: COUNCIL MEMBER(S)

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 **WHEREAS**, after reviewing the bids and proposals set forth above, the
2 Department of Public Works has determined that certain bids and proposals represent the
3 lowest and best bid for the respective items or services and met the bid or proposal
4 specifications issued by the County; and

5 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
6 interest of the County to award the bids and proposals to McKinney Trucking and
7 Backhoe, LLC for a term to be completed within 30 calendar days from the Notice to
8 Proceed and upon approval by the County Council and County Executive for the total
9 amount up to **\$10,880.00** subject to budgetary limitations.

10 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
11 **COUNCIL, AS FOLLOWS:**

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

15 BID NAME

16 Demolition of Property

17 2950 Lee Pyle Road, DeSoto, Missouri

18 TERM

19 Completed within 30 calendar days from the Notice to Proceed

20 Upon approval by the County Council and County Executive

21 AMOUNT

22 Up to **\$10,880.00** and subject to budgetary limitations

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**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>Absent</u>
Council Member District 5, Terri Kreidler	<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 10th DAY OF November, 2014:

☒ **PASSED** ☐ **FAILED**



Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 14TH DAY OF NOVEMBER, 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

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

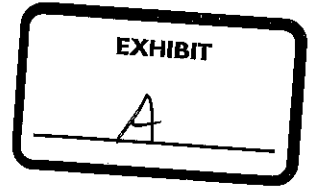
Wes Wagner
Wes Wagner, County Clerk

BY: Amy Awole

Reading Date: 11-10-2014



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



Invitation for Bid: DEMOLITION OF PROPERTY-
2950 LEE PYLE ROAD-DESOTO MO

Date Issued: 9-12-14

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 21, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
 Contact:**

KRISTY YATES
 Department of Public Works
 636-797-5569
 kyates@jeffcomo.org

**Contract
 Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

**Mail (3) Three
 Complete Copies
 With Vendor And
 Bid 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 BID: (BID NAME)

Contract Term:

**UPON APPROVAL OF THE
 COUNTY COUNCIL AND
 COUNTY EXECUTIVE**

**Vendor
 Information:**

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 Bid, 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.

MCKINNEY TRUCKING + BACKHOE, LLC - MARVIN MCKINNEY

Company Name

Authorized Agent (Print)

P.O. BOX 190

* *Marvin McKinney*
 Signature

Address

ST. PETERS, MO 63376

OWNER

City/State/Zip Code

Title

OFFICE: 636-970-4334

CELL: 314-401-5474

10-13-2014

20-874-3099

Telephone #

Date

Tax ID #

MCKINNEYDEMO@YAHOO.COM

636-970-1784

E-mail

Fax #



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missouri General Insurance Agency 1227 Fern Ridge Parkway St. Louis MO 63141		CONTACT NAME: PHONE (A/C, No, Ext): 314-432-6464 FAX (A/C, No): 314-432-5070 E-MAIL: shutchison@missourigeneral.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Co.	
		INSURER B: Peerless Indemnity Insurance	
		INSURER C: Missouri Employers Mutual	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
McKinney Trucking & Backhoe, LLC
3499 Salt River Rd.
St. Peters MO 63376

MCKIN-4

COVERAGES

CERTIFICATE NUMBER: 1936530175

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	BKS55923202	4/25/2014	4/25/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		BA8421066	4/25/2014	4/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	2014431	11/4/2014	11/4/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased Equipment		BKS55923202	4/25/2014	4/25/2015	Leased Equipment Deductible 25,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

County of Jefferson
729 Maple Street
P.O. Box 100
Hillsboro MO 63050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missouri General Insurance Agency 1227 Fern Ridge Parkway St. Louis MO 63141	CONTACT NAME: PHONE (A/C No., Ext): 314-432-6464 FAX (A/C No.): 314-432-5070 E-MAIL: shutchison@missourigeneral.com ADDRESS:														
INSURED MCKIN-4 McKinney Trucking & Backhoe, LLC 3499 Salt River Rd. St. Peters MO 63376	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER B: Peerless Indemnity Insurance</td> <td>18333</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co.	24082	INSURER B: Peerless Indemnity Insurance	18333	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2127111423

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BKS65923202	4/25/2014	4/25/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPROP AGG \$1,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			BA8421066	4/25/2014	4/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased Equipment			BKS65923202	4/25/2014	4/25/2015	Leased Equipment 25,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

McKinney Trucking & Backhoe, LLC
 3499 Salt River Rd.
 St. Peters MO 63376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. M. [Signature]

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McKinney Trucking & Backhoe, LLC
P.O. Box 190
St. Peters, MO 63376
Tel. 314-401-5474 // Fax. 636-970-1784

AFFIDAVIT OF OWNERSHIP OF REAL ESTATE OR PERSONAL PROPERTY
IN JEFFERSON COUNTY

I certify that my company, McKinney Trucking & Backhoe, LLC, does not own any real estate or personal property in Jefferson County. Nor do I, Marvin McKinney, own any real estate or personal property in Jefferson County.

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.)

Marvin McKinney
Authorized Representative's Signature

Marvin McKinney

Printed Name

OWNER

Title

Date

10-14-14

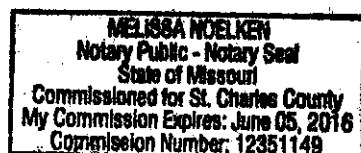
Subscribed and sworn to before me this 13 of Oct. 2014.
(DAY) (MONTH, YEAR)

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

Missouri, and my commission expires on June 5, 2016
(NAME OF STATE) (DATE)

Melissa Noelken
Signature of Notary

10-13-14
Date



M. M.

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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 estate 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**

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: M.M."

1.1 BID SUBMISSION:

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. 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.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

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 Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
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.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder 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.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, 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.

1.11 ADDENDA:

Addenda to bid 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 bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 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 its 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 *AS A SMALL BUSINESS OPERATION, I WILL ACQUIRE WORKMAN'S COMP INS. IF I AM A'WARDED PROJECT.* MM

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.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 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 is 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.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid 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 Bidder'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. **Bid 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.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder 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. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 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.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

2.8 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.

2.9 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.

2.10 PAYMENT:

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

2.11 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.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid 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.

2.13 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.

2.14 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.

2.15 CHOICE OF LAW:

This bid 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.

2.16 TERMINATION:

- A. 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 with a thirty (30) day written notice. The Vendor may

terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

- B. **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. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. **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.**
- D. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
D-1. If supplier fails to deliver the items required by the contract within the time specified; or
D-2. 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.
D-3. 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.

2.17 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 bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid 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.

2.19 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, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 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.

2.21 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.

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of MISSOURI.

2.25 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.

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

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 MARVIN MCKINNEY (Name of Business Entity Authorized Representative) as OWNER - PRESIDENT (Position/Title) first being duly sworn on my oath, affirm MCKINNEY TRUCKING & BACKHOE, LLC (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 2950 LEE PYLE RD. - DESOTO, MO. (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 MCKINNEY TRUCKING & BACKHOE, LLC (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 2950 LEE PYLE RD., DESOTO, MO. (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.)

X Marvin McKinney
Authorized Representative's Signature

MARVIN MCKINNEY
Printed Name

OWNER - PRESIDENT
Title

OCT. 13, 2014
Date

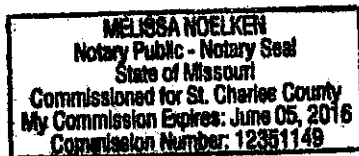
Subscribed and sworn to before me this 13 of Oct, 2014. I am
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on June 5, 2016.
(NAME OF STATE) (DATE)

Melissa Noelken
Signature of Notary

10-13-14
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that MCKINNEY TRUCKING & BACKHOE, LLC (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.

MARVIN MCKINNEY
Authorized Business Entity
Representative's Name
(Please Print)

X Marvin McKinney
Authorized Business Entity
Representative's Signature

MCKINNEY TRUCKING & BACKHOE, LLC
Business Entity Name

X 10-14-14
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).

COOPERATIVE BID FORM

DEMOLITION OF PROPERTY

Bid Name: 2950 LEE PYLE ROAD - DESOTO, MO.

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**

SPECIFICATIONS

1. Introduction:

This document constitutes an invitation for competitive, sealed proposals for the provision of demolishing and clearing various residential structures located in the County of Jefferson. Demolition of the structures may include asbestos abatement as detailed further in the scope of work.

2. Background:

- 2.1 The County of Jefferson has property residential property acquired as part of the existing East Highway shed campus.
- 2.2 (deleted)
- 2.3 In accordance with County policy, the County must procure a qualified contractor to demolish the acquired properties. The procurement of the contractor must be through a competitive bid process.

Part Two Scope of Services

1. General Requirements:

- A. *Bidders must carefully examine the entire site of the work and must make all necessary investigations to inform themselves thoroughly as to the facilities available, as well as to all the difficulties involved in the completion of all work in accordance with the specifications and any plans. Bidders are required to examine any maps, plans and data mentioned in the specifications. No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail of all the requirements of this contract, nor accepted as a basis for any claims for extra compensation.*
 - B. The contractor shall provide demolition and debris removal services as may be requested by the County of Jefferson in accordance with the terms and conditions of this Invitation for Bid.
- 1.1 This agreement is not intended to create, and shall not be construed to create, a relationship of principal and agent, master and servant, employer and employee, joint venture, partnership, nor any relationship other than that of independent contractor.
 - 1.2 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and further agrees that the County of Jefferson, Missouri may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's services.

- 1.3 Except as provided herein, this agreement will not be altered without mutual consent of both parties.

2. **Specific Requirements:**

- 2.1 The Contractor will commence and complete all services as defined in this Invitation for Bid pertaining to the demolition of residential sites located in Jefferson, Missouri.

2.1.1 It is understood that, except as otherwise specifically stated in the contract Documents, the Contractor shall provide, pay for and furnish all equipment, labor, tools, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

- 2.2 The initial term of this Agreement shall commence on the execution hereof and shall expire upon satisfactory completion and acceptance by the County of Jefferson of the work performed by the Contractor.

2.3 Building Demolition

2.3.1 Start-up:

A demolition permit must be secured (if required) from the County of Jefferson before proceeding with the work under this contract. Regulations from the County governing demolition permits hereby becomes a part of these specifications.

The County assumes no responsibilities for the actual condition of the structures to be demolished.

The use of explosives is **NOT** permitted.

The burning of refuse and debris is **NOT** permitted.

The Contractor will ensure safe passage of persons around the area of demolition and will conduct operations in a manner that prevents injury to people, adjacent buildings, structures, vehicles, and other facilities.

2.3.2 Foundation leveling and backfill:

Only fill material from a source approved by the Missouri Department of Natural Resources shall be permitted. Approved borrow sites may be found by contacting:

Missouri Department of Natural Resources Historic
Preservation
PO Box 176
Jefferson City, Missouri 65102
(573) 751-7958

2.3.3 The contractor shall abandon all wells (as applicable) in accordance with the requirements of the DNR. A copy of the MoDNR Abandonment Registration Record shall be submitted with the invoice for payment.

- 2.3.4 Inoperable automobiles, trucks, boats and trailers shall be removed from site by acceptable and approved towing methods.
- 2.3.5 The Contractor shall disconnect, or have disconnected, all utilities. The Contractor shall verify whether or not underground storage tanks or lagoons are present at the project site. **Demolition of septic tank, contents pumped by a licensed hauler (receipt from hauler to be submitted with invoice for parts) and top of tank shall be removed and the remaining portion of the tank shall be filled with rock (clean) on the entire tank shall be removed and back filled with dirt.** Lagoons are to be cleaned out/pumped dry, covered with CLEAN fill and leveled.
- 2.3.6 Fence Removal:

deleted
- 2.3.7 The Contractor is responsible for ensuring that debris does not fall from or blow off transporting vehicles en route to a sanitary landfill.
- 2.3.8 The Contractor shall keep the project area and public rights-of-way reasonably clear at all times and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and used in the performance of the contract and shall leave the entire project area in a totally cleared, neat and level condition. Trash burning on the project area is prohibited and none of the materials required to be removed from the project area under this contract shall be buried on the project area or deposited or placed at any place other than a sanitary landfill.
- 2.3.9 The Contractor shall be permitted to salvage any items.
- 2.3.10 The Contractor shall remove trees, shrubs, grass, and other vegetation, improvements, or obstructions which interfere with demolition. Removal includes digging out stumps and roots. All debris associated with this removal will be hauled away at the Contractor's expense. No burning is permitted. In no way will the Contractor remove any trees for his own personal use.
- 2.3.11 The Contractor may remove only trees that are necessary for the completion of the demolition of structures and improvements in accordance with the provisions of this contract. Wherever trees are encountered adjacent to the work, the operations of the contractor must be so organized and carried out as to not disturb or destroy any trees except as directed by the County or where permission has been obtained from the County.
- 2.3.12 If the Contractor should encounter any unforeseen hazardous wastes (other than ACM's and/or household contaminate wastes), he shall stop work immediately and notify the County for the next action to be taken. This shall also apply to any underground storage tanks that were not previously identified.

2.4 Lot Restoration

2.4.1 The Contractor shall leave the demolition and project site clean and free of any and all debris.

2.4.2 The Contractor shall grade the ground surface to conform to the existing adjacent grades and to insure surface drainage.

3. **Reporting Requirements:**

- 3.1 All notices required or authorized to be given to the Contractor by the County of Jefferson pursuant to this Contract shall be delivered by Department of Administration, Division of Contracts and Grants to the person signing the Contract on behalf of the contractor as shown on the Contract page.
- 3.2 All notices required or authorized to be given to the County of Jefferson by the Contractor pursuant to this Contract shall be delivered to the **Director of Public Works** at County of Jefferson, MO.
- 3.3 The Contractor must schedule and complete the property demolition within **30** calendar days from the date of Notice to Proceed from the County of Jefferson.
- 3.4 The Contractor shall immediately report by telephone to the County of Jefferson when it is discovered that a time frame may not be met due to complications incurred during the normal scope of demolition work. Following award of this contract, the County of Jefferson shall notify the Contractor of the contact personnel.

4. **Other Requirements:**

- 4.1 All reports and materials developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of the County of Jefferson. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential, and that no reports or material prepared, as required by the contract, shall be released to the public without prior written consent of the County of Jefferson.
- 4.2 Unless otherwise specified herein, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the service required herein.
- 4.3 The Contractor shall fully coordinate all activities in the performance of the contract with those of the County of Jefferson. As the work of the Contractor progresses, advice and information on matters covered by the Contractor shall be made available by the Contractor to the County of Jefferson throughout the effective period of the contract.

4.4 Other Contractual Requirements:

4.4.1 Subcontractors:

If approved by the County of Jefferson, in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the County and to ensure that the County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

4.4.2 Contractor Status:

The contractor represent himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the state of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the state of Missouri, its officers, agents, and employees from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

4.4.3 Coordination:

The contractor shall fully coordinate all contract activities with those activities of the County. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the County. The County's representative will visit the site at intervals appropriately to the stage of construction to become and remain familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract. However, the County's representative will not be required to make exhaustive or continuous on-site inspections to check the work.

4.4.4 Property of State:

All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the County. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

4.4.5 Substitution of Personnel:

The contractor agrees and understands that the County's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the County. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The County agrees that an approval of a substitution will not be unreasonably withheld.

5. Basis of Payment

- 5.1 The Contractor shall be paid in accordance with the **bid award**.
- 5.2 Such payment shall be full compensation for services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the services required herein, as well as profit and overhead.
- 5.3 The Contractor shall not be entitled to any other payments or reimbursements.
- 5.4 The Contractor and their subcontractors shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities, and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed by the Contractor and their subcontractors for performance of the work under this Agreement.
- 5.5 The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of Jefferson of all claims and liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County of Jefferson and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract or the performance of the work completed.

6. Compliance With Laws:

The Contractor shall complete such action as is required to become fully informed of all State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Contractor shall at all times observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and the Contractor shall further protect and indemnify Jefferson County, Missouri and its officers and agents, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees.

BID SPECIFICATIONS

The County is requesting sealed bids for the Demolition and Removal of the Buildings located on Property Identified as:

2950 Lee Pyle Road

Desoto, Missouri

Parcel Number 23210300000042

Jefferson County Street Guide 2014, Page 65, Section X36.

Please also include the following language in the bid proposal:

- Two structures are to be demolished. The residential ranch style structure is one story in height with approximately 1915 square feet on a partial basement. The shed is approximately 276 sq. ft.
- Contractor to obtain Demolition Permit from the Jefferson County Code Enforcement Division.
- All Concrete slabs for house, shed or patios to be removed, all basement concrete for house to be removed and then removed areas backfilled with dirt only and then foundation site to be leveled to grade and then seeded and mulched.
- Contractors are responsible for disconnecting septic system in a permanent manner and contacting County Facilities Department (636) 797- 5311 for directions and inspection.
- An asbestos survey has been conducted by AG Environmental, Inc. The results of the survey analyses did not indicate the presence of asbestos in the submitted samples.
- An *optional* walk-through will be held at 9am on Tuesday, September 30, 2014.

All vendors submitting a proposal for the above project must submit a copy of their Comprehensive General Liability insurance (\$1,000,000.00) and Workman's Compensation Insurance ^{TYPO} (\$500,00.00) per [?] RSMo Chapter 287. Vendors who do not have Workman's Compensation Insurance are not eligible for a contract with Jefferson County.

COST OF DEMOLITION AND/OR REMOVAL:

Cost for Removal of Buildings:

\$ 10,800.00

PLUS Building Demolition Permit Fee:

+ \$80.00

TOTAL COST:

\$ 10,880.00

Copies of Comprehensive General Liability Insurance, Professional Liability Insurance and Worker's Compensation Insurance must be submitted with Bid.

Removal and Demolition of Buildings must be completed within 30 calendar days of the Notice to Proceed by the County of Jefferson.

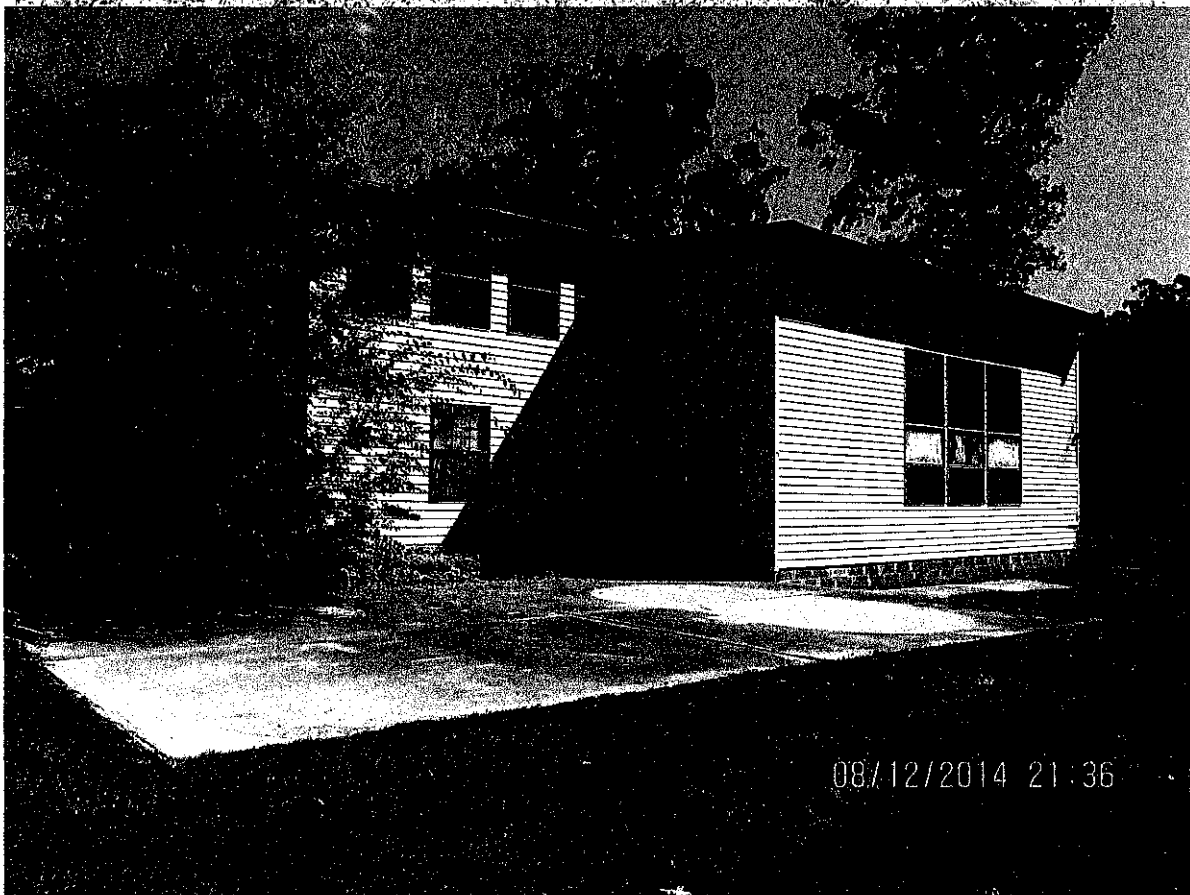
SITE PICTURES

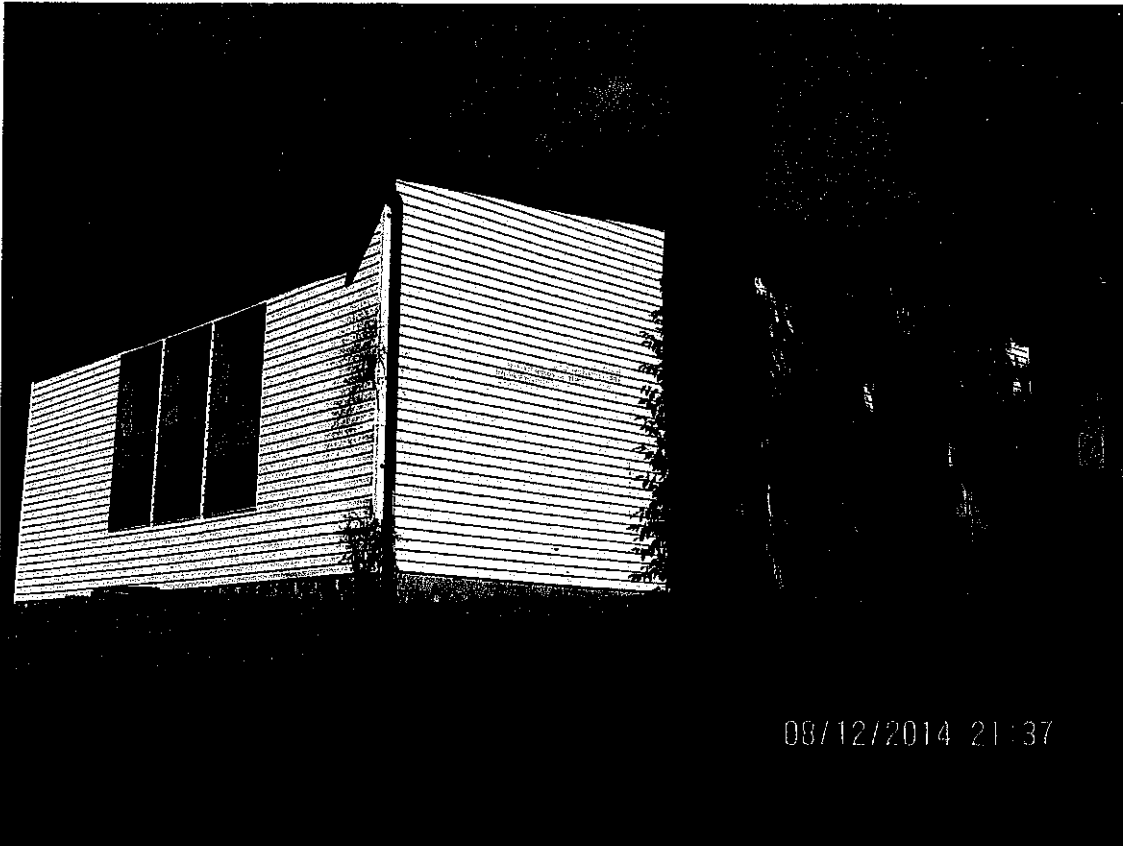
ADDITIONAL INFORMATION CONTACT THE OFFICE OF PUBLIC WORKS

636-797-5369

Photo of the structures are as follows:









In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this ✓ day of OCTOBER 2014:

MCKINNEY TRUCKING & BACKHOE, LLC
Company Name

County of Jefferson, State of Missouri

✓ Marvin McKinney
Signature
MARVIN MCKINNEY
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____

P.O. BOX 190

ST. PETERS, MO 63376

OFF: 636-970-4334
Phone: CELL: 314-401-5474 *

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
County Auditor

APPROVED AS TO FORM

County Counselor
County Counselor