

BILL NO.: 15-0209

ORDINANCE NO.: 15- DIA

INTRODUCED BY: COUNCIL MEMBER (s) Kenter

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   OPERATOR   AND   EQUIPMENT   FOR   BANK  
5                   STABILIZATION PROJECT; AND AUTHORIZATION FOR THE COUNTY  
6                   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

## 13 Operator and Equipment for Bank Stabilization Project

14 NUMBER OF BIDS RECEIVED

15 2

16 DATE OF BID OPENING

17 1-27-15

18           **WHEREAS**, after reviewing the bids and proposals set forth above, the  
19    Department of County Services and Code Enforcement, Division of Stormwater

FILED

1 Management has determined that certain bids and proposals represent the lowest and best  
2 bid for the respective items or services and met the bid or proposal specifications issued  
3 by the County; and

4 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best  
5 interest of the County to award the bids and proposals to Tom Leonard Construction Co.,  
6 Inc. for a term from 02-10-15 to 03-31-15 upon approval by the County Council and  
7 County Executive for the total amount up to **\$15,000.00** subject to budgetary limitations.

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

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

13 BID NAME

14 Operator and Equipment for Bank Stabilization Project

15 TERM

16 02-10-15 to 03-31-15

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 Up to **\$15,000.00**

20 subject to budgetary limitations

21 AWARDED BIDDER

22 Tom Leonard Construction Co., Inc.

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:

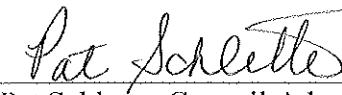
Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 9th DAY OF February, 2015:

✓ PASSED        FAILED



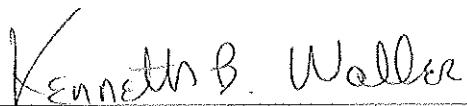
Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

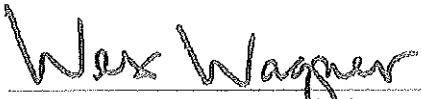
THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11<sup>th</sup> DAY OF February, 2015.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS  DAY OF , 2015.



Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:



Wes Wagner, County Clerk

BY: 

Reading Date: 02-09-2015



*County of Jefferson*  
State of Missouri  
Administration Center  
729 Maple Street • PO Box 100  
Hillsboro, Missouri 63050

Ken Waller  
County Executive

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**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**David Courtway - Director**

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Nicole Crawford  
Human Resources Manager  
(636)797-5071 / Fax (636)797-5596

Vickie Pratt  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

**PROPOSED BILL MEMORANDUM**

To: County Executive, Director of Administration

From: Vickie S. Pratt

Date: 1-29-15

Subject Matter of Proposed Bill: **OPERATOR AND EQUIPMENT FOR BANK STABILIZATION PROJECT, TOM LEONARD CONSTRUCTION CO., INC, \$15,000.00**

Council District(s) Affected: All

County Department(s) Affected: All

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**SUMMARY**

The Department of County Services and Code Enforcement, Division of Stormwater Management requested a bid for Operator services for a bank stabilization project on December 26, 2014. An Invitation for Bid for the Operator and Equipment for Bank Stabilization Project was opened on January 27, 2015 and two (2) bids were received.

**The Department of County Services and Code Enforcement, Division of Stormwater Management recommends awarding the bid submitted to Tom Leonard Construction Co., Inc. for the term from 2-10-15 to 3-31-15. Expenditure for this should be \$15,000.00 subject to budgetary limitations.**

Account String Charged: 101-9999-4300-0055-999999

Funds spent in 2014: N/A

This Bill proposes to award the bid based on the recommendation of Department of County Services and Code Enforcement, Division of Stormwater.

**Bid Tabulation Attached:**

BID TABULATION-OPERATOR AND EQUIPMENT FOR BANK STABILIZATION PROJECT

<b>OPERATOR AND EQUIPMENT FOR BANK STABILIZATION PROJECT</b> <b>BID OPENING</b> <b>1-27-15</b>	<b>SPENCER CONTRACTING CO</b>	<b>TOM LEONARD CONSTRUCT CO INC</b>
	3073 ARNOLD TENBROOK ROAD ARNOLD MO 63010	8200 LEONARD POINT HILLSBORO MO 63050
Bids on an hourly basis are requested as follows: (price per hour)	\$245.00	\$150.00
Operator and Equipment (CAT 329 or JD 200 or Equivalent)	\$235.00	\$130.00
Operator and Equipment (CAT 953 or JD 655 or Equivalent)	\$80.00	\$70.00
NOTARIZED WORK AFFIDAVIT COMPLETED	YES	NO
COPY OF INSURANCE PROVIDED	YES	YES
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	YES	YES
COOPERATIVE BID FORM (Y/N)	YES	YES
COOPERATIVE CONTACT INFO:	YES	YES
COMPANY INFORMATION AND SIGNATURE	YES	YES
BID DEPOSIT REQUIRED	N/A	N/A
COMMENTS:		



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

**EXHIBIT**

**A**

**Invitation for Bid: OPERATOR AND EQUIPMENT FOR  
BANK STABILIZATION PROJECT**

**Date Issued: 12-26-14**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 27, 2015, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**BILL AHO**

Department of County Services and Code Enforcement  
636-797-6225  
waho@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) OPERATOR AND Equipment for Bank Stabilization  
Project**

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.

Tom Leonard Const. Inc.

**Company Name**

Thomas M. Leonard

**Authorized Agent (Print)**

8200 Leonard's Point

**Address**

Thomas M. Leonard

**Signature**

Hillsboro Mo. 63050

Share holder

**City/State/Zip Code**

**Title**

636-742-4460

1-24-15 21081247

**Telephone #**

**Date Mo. Tax ID #**

No E-mail

636-742-4460

**E-mail**

**Fax #**

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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. 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)**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. 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: TLC"**

### **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 initiated.
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](http://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**

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.

**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](http://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.

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

---

**Authorized Representative's Signature**

---

Printed Name

---

**Title**

Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_  
(NAME OF COUNTY)

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

---

**Signature of Notary**

Date \_\_\_\_\_

**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

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

Authorized Business Entity  
Representative's Name  
(Please Print)

Authorized Business Entity  
Representative's Signature

Business Entity Name

Date

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

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

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18<sup>th</sup> and C Streets, NW, Washington, D.C. 20240.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)**

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thomas M. Leonard      Shane Nollier  
Name and Title of Authorized Representative

Signature

1-24-15

Date

## **Instructions for Certification**

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

## **SPECIFICATIONS**

### **Operator and Equipment for Bank Stabilization Project**

Jefferson County government is sponsoring a Belews Creek Watershed Partnership EPA grant to implement a bank stabilization design that consists of constructing 170' of longitudinal peak stone toe protection, six (6) bendway weirs, five (5) keys, twelve living dikes and the planting of live siltation. The project is expected to take 4 to 5 days between February 10 and March 31. The project is located along Belews Creek downstream of Klondike Road (9367 Highway BB).

Bids are requested for an operator and equipment to perform the actual construction which will be under the direction and supervision of an engineer. Knowledge and expertise in constructing bank stabilization projects is required.

The project design can be seen at:

<http://www.jeffcomo.org/uploads/Stormwater/Maps/Bank%20Stabilization%20Design.pdf>

An example of the work to be performed can be seen at:

<http://www.jeffcomo.org/uploads/Stormwater/Slide%20Shows/Belews%20Creek%20Innovative%20Streambank%20Stabilization%20Project.pdf>

The equipment required to perform this project consists of an excavator, Cat 329 or JD 200 or equivalent, and a high lift, Cat 953 or JD 655 or equivalent. The equipment can be either owned by the responder or rented. If it is rented, Jefferson County is a tax exempt entity and taxes should not be included. In addition a tandem dump truck will be needed to move stone along the creek from an upstream location to the project site. The high lift will be used to load the stone.

The equipment cost is to include delivery and pick-up, fuel, highway permit if needed, etc. and be prorated into the requested hourly rate.

Bids on an hourly basis are requested as follows:

Operator and equipment (Cat 329 or JD 200 or equivalent) \$ 150 /hour

Operator and equipment (Cat 953 or JD 655 or equivalent) \$ 130 /hour

Operator and equipment (Dump truck) \$ 70 /hour

If more information is needed, please contact Bill Aho at (636) 797-6225 or [waho@jeffcomo.org](mailto:waho@jeffcomo.org).

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

Tom Leonard Const. Co. Inc.  
Company Name

Thomas M. Leonard  
Signature  
Thomas M. Leonard  
Print

County of Jefferson, State of Missouri

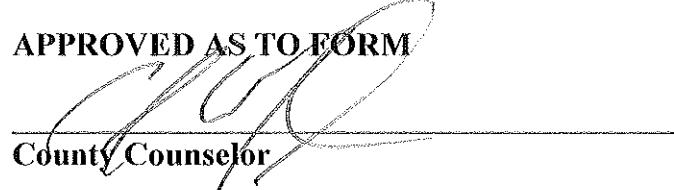
Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: \_\_\_\_\_  
8200 Leonard's Point  
Hillsboro, Mo. 63050  
Phone: 636-942-4460

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

  
County Auditor

APPROVED AS TO FORM

  
County Counselor

## COOPERATIVE BID FORM

**Bid Name:** Operator and Equipment for Bank Stabilization Project.

**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:** \$ 1,500

**BY:** Thomas M. Leonard

**TITLE:** Shareholder

**COMPANY:** Tom Leonard Const. Co., Inc.

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

**Phone** 636-942-4460      **E-mail** No E-mail

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

JEFFERSON COUNTY, MISSOURI

PAID

## 2012 PERSONAL PROPERTY

TAX DISTRICT

ACCT # 048087

VALUE

JEFFERSON COUNTY, MISSOURI

PAID

## 2013 PERSONAL PROPERTY

TAX DISTRICT

TAX

50.63

4.60

148.75

BIG RIVER AMBULANCE

COUNTY TAX

GOLDMAN FIRE

ACCT # 048087

JEFFERSON COUNTY, MISSOURI

PAID

## 2014 PERSONAL PROPERTY

TAX DISTRICT

TAX

43.64

3.25

128.11

10.35

648.97

12.94

46.90

12.94

3.86

BIG RIVER AMBULANCE

COUNTY TAX

GOLDMAN FIRE

HEALTH UNIT TAX

HILLSBORO SCHOOL

JC DEV DISABILITIES

JEFFERSON COLLEGE

MENTAL HEALTH TAX

JEFFERSON COUNTY, MISSOURI

PAID

## ----- 2012 REAL ESTATE -----

TW ARA SECT Q BLK PARCEL EXT

07-7-0-26.0-0-000-073.

VALUE

## ----- 2012 REAL ESTATE -----

TAX DISTRICT

TAX

127.98

BIG RIVER AMBULANCE

JEFFERSON COUNTY, MISSOURI

PAID

## ----- 2013 REAL ESTATE -----

TAX DISTRICT

TAX

131.51

BIG RIVER AMBULANCE

## ----- 2013 REAL ESTATE -----

TW ARA SECT Q BLK PARCEL EXT

VALUE

JEFFERSON COUNTY, MISSOURI

PAID

## ----- 2014 REAL ESTATE -----

TAX DISTRICT

TAX

131.72

BIG RIVER AMBULANCE

9.80

COUNTY TAX

386.66

GOLDMAN FIRE

31.23

HEALTH UNIT TAX

1,958.73

HILLSBORO SCHOOL

39.06

JC DEV DISABILITIES

141.56

JEFFERSON COLLEGE

39.06

MENTAL HEALTH TAX

11.66

PARK TAX

88.00

ROAD &amp; BRIDGE TAX

12.36

STATE TAX

## ----- 2014 REAL ESTATE -----

TW ARA SECT Q BLK PARCEL EXT

07-7-0-26.0-0-000-073.

VALUE

29,800 RESI

11,400 AGRI

0 COMM

41,200 TOTL

ACRES TWN 42 RNG 4

TAX RT 6.917100

DOCUMENT #

BOOK

PAGE

LEONARD, THOMAS M &amp; PEGGY

8200 LEONARD PT

HILLSBORO, MO 63050

## ----- 2014 REAL ESTATE -----

TAX DISTRICT

TAX

TOTAL TAXES	2,849.84
TOTAL PAID	2,849.84



## SHELTER INSURANCE COMPANIES

GENERAL LIABILITY  
EVIDENCE OF INSURANCE  
AS OF 01/23/2015

NAME AND ADDRESS OF NAMED INSURED:  
TOM LEONARD CONSTRUCTION COMPA  
NY INC  
8200 LEONARD PT  
HILLSBORO, MO 63050-1127

AGENT:  
JEFF BROADWATER INS AGCY INC  
10697 HIGHWAY 21  
HILLSBORO, MO 63050-5204  
(636) 797-5175  
AGENT NUMBER 24-E221-43

Policy Number: 24-31-2009645-1

Effective Date: 05/14/2014, 12:01 AM Central Time  
Expiration Date: 05/14/2015, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 8200 LEONARD PT HILLSBORO, MO 63050

BUSINESS OF THE NAMED INSURED IS: STREET OR ROAD CONSTRUCTION

THE NAMED INSURED IS: CORPORATION

THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance				
General Aggregate (Other Than Product - Completed Operations)			\$	1,000,000
Personal and Advertising Injury Limit			\$	500,000
Each Occurrence Limit			\$	500,000
Rented To You Limit			\$	100,000
Medical Expense Limit (Any One Person)			\$	5,000
Premium			\$	751.00

Coverage Form and Description of Hazards			Premium Basis	Premium
Code	Key	Description		

8200 LEONARD PT HILLSBORO, MO 63050 (COUNTY 099)

Premises and Operations  
99315 4 STREET OR ROAD CONSTRUCTION OR RECONSTRUCTION 28400 751.00

Products and Completed Operations

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Limit	
CG-00-01	Commercial General Liability Coverage Form
CG-21-04	Exclusion - Products - Completed Operations Hazards
IL-02-74	Missouri Changes - Cancellation And Nonrenewal
IL-00-17	Common Policy Conditions
CG-21-67	Fungi Or Bacteria Exclusion
CG-01-34	Missouri Changes - Pollution Exclusion
IL 00 21	Nuclear Energy Liability Exclusion

TERM 12 MONTHS  
ZONE CODE 503

AGENT

24-E221-43

**WAIVER AND RELEASE**

I, Thomas M. Leonard, as an independent contractor to Jefferson County, Missouri, hereby represent to Jefferson County, Missouri ("County"), its officers, employees, and agents that I am an independent contractor, not a paid employee of the County. I have requested that the County waive its requirement that I carry Workers Compensation Insurance.

Therefore in consideration of the County's willingness to waive its requirement that I carry Worker's Compensation Insurance upon myself: On behalf of myself, my heirs, devisees and all those who may claim under or through me, I do hereby waive, release and forever discharge Jefferson County, Missouri, its officers, employees and agents from any and all claims, demands, causes of actions, suits, damages, costs and expenses for any and all personal injuries, loss of time, pain and suffering or property damage arising out of or occurring in connection with my performance of the Belews Creek Watershed Partnership Mike Huskey Bank Stabilization Project. I hereby covenant not to sue or allow others to bring suit on my behalf for any such claim. At my own expense, and without contribution by the County, I will fully and completely defend, indemnify and hold Jefferson County, Missouri, its officers, employees and agents harmless from any claim which may in any way, either in whole or in part, result or flow from any injury which I sustain while performing the Belews Creek Watershed Partnership Mike Huskey Bank Stabilization Project. I understand that this Waiver and Release, including the covenant not to sue, is absolute and final and is supported by good and valuable consideration flowing to me.

**I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY ME VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH.**

**THIS HOLD HARMLESS AGREEMENT IS ANNEXED TO AND BECOMES A PART OF ANY OTHER DOCUMENT CONCERNING THE PARTICULAR PROJECT.**

Thomas M. Leonard  
Signed

DATED: 1-24-15

Thomas M. Leonard  
Printed Name

George Leonard  
Witnessed by:

DATED: 1-24-15

## 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 Tom Leonard (Name of Business Entity Authorized Representative) as Co-owner (Position/Title) first being duly sworn on my oath, affirm Tom Leonard Construction Co. (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 Operator & Equipment for Bank Stabilization (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, Project if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Tom Leonard Construction Co. (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 Operator & Equipment for Bank Stabilization Project (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

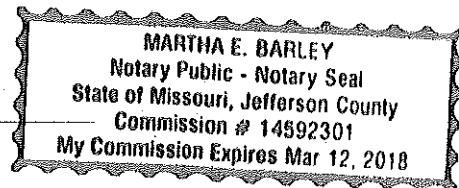
*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

  
Authorized Representative's Signature

Thomas M. Leonard  
Printed Name

Co-owner  
Title

1-29-15  
Date



Subscribed and sworn to before me this 29 of January 2015. I am

(DAY)

(MONTH, YEAR)

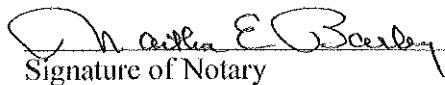
commissioned as a notary public within the County of Jefferson, State of

(NAME OF COUNTY)

Missouri and my commission expires on March 12, 2018.

(NAME OF STATE)

(DATE)

  
Signature of Notary

1/29/2015  
Date

Tom Leonard Construction Co. consists of Tom Leonard and his wife Peggy. If additional resources are needed for the Operator & Equipment for Bank Stabilization Project, Tom will hire his nephew, Martha Leonard, or his cousin, Lloyd Reissling.

\* Efforts were made to enroll in the E-Verify federal work authorization program via telephone number but was told that sign-up was done only thru the web-site. Tom Leonard Construction Co. does not have a computer nor an invitation for bid and bid form

## **AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

### **CURRENT BUSINESS ENTITY STATUS**

I certify that Tom Leonard Construction Co. (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.

Thomas M. Leonard

Authorized Business Entity  
Representative's Name  
(Please Print)

Thomas M. Leonard

Authorized Business Entity  
Representative's Signature

Tom Leonard Construction Co.

Business Entity Name

1-27-15

Date

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein:  
*Note: ENROLLMENT CAN BE ACCOMPLISHED ONLY THRU WEBSITE. Tom LEONARD AND CONSTRUCTION CO. DOES NOT HAVE A COMPUTER NOR AN E-MAIL ADDRESS.*
- 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).

SEE ABOVE

## CONTRACT

### CONTRACT PURCHASE ORDER NUMBER \_\_\_\_\_

This agreement made and entered into this \_\_\_\_\_ day of **February 2015** by and between the County of Jefferson, Missouri, hereinafter referred to as the "County" and **Tom Leonard**, hereafter referred to as the "Supplier". For the mutual promises and covenants set out herein the County and Supplier, agree as follows:

**ARTICLE 1.** It is agreed that in consideration of the payment and covenants set out herein, the Bid, Invitation for Bid and the Bid Specifications are incorporated by this reference as if fully set out herein and are attached to this Contract.

**ARTICLE 2.** It is hereby further agreed that for consideration of the Contract Sum as the same is defined in ARTICLE 4, the Supplier shall furnish and deliver to the County:

- A. Equipment Rental and Operator Services for the Bank Stabilization Project located along Belews Creek downstream of Klondike Road (9367 Highway BB) to the Department of County Services and Code Enforcement, Division of Stormwater Management in accordance with the Invitation for Bid from various suppliers, all of which are attached hereto and incorporated by this reference as if fully set out herein.
- B. The term of this agreement is from February 10, 2015 through March 31, 2015.

**ARTICLE 3.** It is further agreed that for consideration of the complete performance of the Contract terms by the Supplier, the County shall pay the Supplier the Contract Sum.

**ARTICLE 4.** It is further agreed that the Contract Sum is:

- A. Based on the unit bid price for each service as outlined in the Invitation for Bid.
- B. Equipment Rental and Operator Services to include but not limited to:
  1. Excavator (JD 200/Cat 329 or equivalent)
  2. High Lift (JD 655/Cat 953 or equivalent)
  3. Tandem Dump truck
  4. Delivery and P/U, fuel, highway permit if needed, etc. is prorated into the requested hourly rate.
  5. In the event, partial payments are required; the Supplier shall submit an invoice covering material/services performed or deliveries to date. No sales tax shall be included in the Contract Sum. The County sales tax exemption certificate number is 12545597.

**ARTICLE 5.** 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 the Auditor. This Contract is entered into subject to the Resolutions and Orders of the County of Jefferson, Missouri, and state and federal law.

**ARTICLE 6.** Deleted.

**ARTICLE 7.** Non-discrimination in employment: During the performance of this Contract the Supplier agrees as follows:

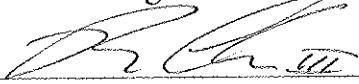
- A. Equal Employment Opportunity Certification - Non-Discrimination in Employment. Supplier agrees to comply with the Fair Labor Standard Act of

1938 as amended, Fair Employment Practices, Equal Opportunity Employment Act and all other applicable federal, state and county laws.

B. In the event of the Supplier's non-compliance with the provisions of paragraphs A, B, and C 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.

**ARTICLE 8.** Entire Agreement: This Contract, and any other special conditions contained in referenced schedules, if any, and any specifications or other documents referenced hereto constitute and represent the complete and entire agreement between the County and Supplier supersede all previous communications and representations, either written or oral with respect to the subject matter of this contract. No modification of this Contract or these terms and conditions shall be binding on the County unless made in writing.

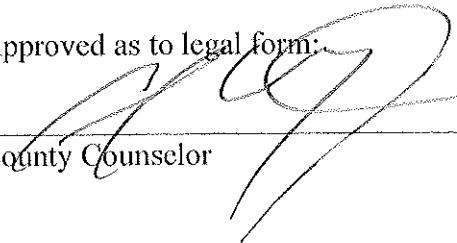
I certify there is a balance otherwise unencumbered to the appropriation to which the payments under this Contract are to be charged and a cash balance otherwise unencumbered in the treasury of Jefferson County to the credit of the fund from which payment is to be made, sufficient to meet the obligation incurred in accordance with Section 50.660, RSMo.



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Auditor

Approved as to legal form:



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County Counselor