



1           **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

2   **AS FOLLOWS:**

3           Section 1.     The County authorizes the renewal of the bid awards for an  
4   additional one-year term as follows:

5                               BID NAME

6                               Guardrail, Posts and Accessories 2015

7                               TERM

8                               4-27-16 to 4-26-17

9                               Upon approval of the County Council and County Executive

10                              AMOUNT

11                              Up to **\$50,000.00**

12                              subject to budgetary limitations

13                              AWARDED BIDDER

14                              D & S Fencing Co. Inc. (A1)

15                              Collins & Hermann Inc. (A2)

16           Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
17   County Executive to execute a renewal agreement, incorporated herein by reference and  
18   attached as Exhibit A1 through A2. The County Executive is further authorized to take  
19   any and all actions necessary to carry out the intent of this Ordinance.

20           Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
21   thereto, and any contracts or agreements shall be maintained by the Department of the

1 County Clerk consistent with the rules and procedures for the maintenance and retention  
2 of records as promulgated by the Secretary of State.

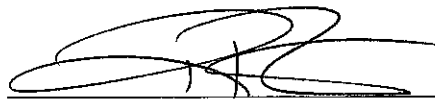
3 Section 4. This Ordinance shall be in full force and effect from and after its  
4 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
5 shall not affect the remainder of this Ordinance.

**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>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>yes</u>
Council Member District 6, Cliff Lane	<u>Absent</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 25th DAY OF April, 2016:

✓ 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 28<sup>th</sup> DAY OF APR, 2016.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS  
BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2016.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

**ATTEST:**

Wes Wagner

Wes Wagner, County Clerk

BY:

Katherine E. Missey

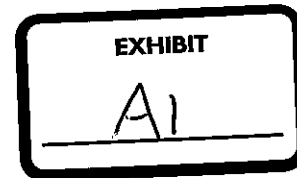
Reading Date: 04-25-2016



# County of Jefferson

## State of Missouri

Administration Center  
729 Maple Street · PO Box 100  
Hillsboro, Missouri 63050



Ken Waller  
County Executive

RECEIVED

APR 08 2016

### 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

D & S FENCING CO INC  
2800 SUNNYSIDE RD  
FESTUS MO 63028

RECEIVED

MAR 28 2016

March 24, 2016

Attn: PATRICIA SCHAEFFER

Your company was awarded a bid for **"GUARDRAIL, POSTS AND ACCESSORIES 2015"** for the County of Jefferson, Missouri in **May 2015**. The Invitation for Bid allows the County to renew your bid award for an additional one-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional one year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from **April 27, 2016 through April 26, 2017**.

#### PLEASE INCLUDE THE FOLLOWING ITEMS:

- 1) This executed renewal letter
- 2) Updated insurance certificates
- 3) Current paid tax receipts for any real or personal property owned in Jefferson County  
**OR** a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
- 4) Company Name, Signature, Print, Company Address and Phone completed on next page.

Please sign and return as soon as possible if your company agrees to renew this contract.

Patricia A. Schaeffer  
Printed Name of Authorizing Agent

Patricia A. Schaeffer  
Signature

3/29/2015  
Date

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.

Respectfully,

Vickie S. Pratt

Vickie S. Pratt  
Department of Administrative Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this  
29<sup>th</sup> day of March 2016:

D+S Fencing Co Inc  
Company Name

County of Jefferson, State of Missouri

Patricia A. Schaeffer  
Signature  
Patricia A. Schaeffer  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

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

2800 Sunnyside Rd  
Festus, Mo 63028

Phone: 636-937-8300

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.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2015

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).

<b>PRODUCER</b> NEC Insurance Inc 308 Noonan Drive  Pacific MO 63069		<b>CONTACT NAME:</b> Jill Politte <b>PHONE (A/C, No, Ext):</b> (636) 271-2481 <b>FAX (A/C, No):</b> (636) 271-6956 <b>E-MAIL ADDRESS:</b> jillp@necins.com															
<b>INSURED</b> D & S Fencing Co Inc 2800 Sunnyside Road  Festus MO 63028		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: BITCO General Insurance Corporation</td><td>20095</td></tr><tr><td>INSURER B: Rockhill Insurance Company</td><td>28053</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></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO General Insurance Corporation	20095	INSURER B: Rockhill Insurance Company	28053	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: CL1572706864

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLP3624632	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP3624635	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		FF01037000	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC3624630	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

Re: Bids for Guard Rail, Posts and Accessories

15-117

**CERTIFICATE HOLDER****CANCELLATION**

County of Jefferson  
Department of the County Clerk  
Wes Wagner  
PO Box 100  
Hillsboro, MO 63020

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

W Dunnegan/JPOLIT

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## 2015 PERSONAL PROPERTY

ACCT # 058403  
 VALUE 218,810  
 TAX RT 5.830800

D & S FENCING CO INC  
 2800 SUNNYSIDE RD  
 FESTUS, MO 63028

\*\* DATE PAID 12/10/2015 \*\*

<u>TAX DISTRICT</u>	<u>TAX</u>
COUNTY TAX	1.97
DESOTO SCHOOL	9,465.33
HEALTH UNIT TAX	164.33
HEMATITE FIRE	1,057.51
JC DEV DISABILITIES	205.46
JEFFERSON COLLEGE	744.39
JOACHIM-PLATTIN AMB	324.28
MENTAL HEALTH TAX	205.46
PARK TAX	61.27
ROAD & BRIDGE TAX	462.78
STATE TAX	65.64
<b>TOTAL TAXES</b>	<b>12,758.42</b>
<b>TOTAL PAID</b>	<b>12,758.42</b>

**RECEIVED**

DEC 17 2015

000000	1961 FB TRLR HMDE 30	1	50
881387	1999 BOBCAT TRL 18	1	180
990643	1999 FB TRLR 33 2AX	1	510
991358	2001 FB TRLR 25 2AX	1	880
000000	1978 BOBCAT TRL HMDE 12	1	20
887020	2003 LOWBOY 28	1	4,690
493088	2006 VAN TRLR 20	1	840
979333	2006 FB TRLR 16	1	190
979333	2006 FB TRLR 16	1	190
978841	2006 FB TRLR 18	1	260
985725	2009 FB TRLR 22	1	530
000000	1994 FB TRLR 25 2AX	1	100
000000	1991 FB TRLR 25 2AX	1	100
881387	2001 BOBCAT TRL 18	1	230
978617	1997 FB TRLR 25	1	110
978841	1996 FB TRLR 18	1	50
000000	1994 FB TRLR 25 2AX	1	100
000000	1974 FB TRLR HMDE 20	1	50
978617	1999 FB TRLR 25	1	200
978617	1999 FB TRLR 25	1	200
978841	2011 FB TRLR 18	1	410
000000	1995 VAN TRLR 20 2AX	1	100

Total Value:

9,990

2007 JD 410G BACKHOE	1	11,000
Z - Business Value	1	28,700
<b>Total Value:</b>		<b>39,700</b>

**BETH MAHN**  
 COUNTY COLLECTOR  
 HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)



## 2015 PERSONAL PROPERTY

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**TOTAL TAXES 12,758.42**

**TOTAL PAID 12,758.42**

992409	2003 INT FB 36LBS 2AX	1	3,340
992409	2003 INT FB 36LBS 2AX	1	3,340
986284	2007 FORD FB 36LBS 2AX	1	6,980
986284	2005 FORD FB 36LBS 2AX	1	5,560
759906	2006 FORD F550 PU 4WD	1	2,590
000000	1988 FORD C&C 24LBS 2AX	1	130
767997	2003 FORD C&C 36LBS 2AX	1	2,310
999996	2004 GMC C&C 36LBS 2AX	1	3,830
999996	2000 GMC C&C 36LBS 2AX	1	2,240
999996	1996 GMC C&C 36LBS 2AX	1	1,240
999996	2002 GMC C&C 36LBS 2AX	1	2,630
999996	2003 GMC C&C 36LBS 2AX	1	3,050
999996	1997 GMC C&C 36LBS 2AX	1	1,130
140958	1998 INT SEMI 54LBS 2AX	1	570
497031	1999 FORD C&C 18LBS	1	610
117400	2003 INT SEMI 36LBS 2AX	1	1,710
000000	1993 INT C&C 36LBS 2AX	1	840
000000	1988 GMC DUMP 54LBS 2AX	1	840
000000	1995 FORD BOOM 54LBS 2A	1	840
689833	2001 FREIGHTLIN SEMI 73LE	1	1,940
851168	2006 FREIGHTLIN SEMI 36LE	1	6,370
759906	2012 FORD F550 PU 4WD	1	7,620
955841	2006 INT FB 54LBS 3AX	1	6,150
682010	2014 FORD F450 PU	1	10,270
978841	1999 FB TRLR 18	1	10,270
<b>Total Value:</b>			<b>76,240</b>

**BETH MAHN**  
 COUNTY COLLECTOR  
 HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

**PAID**

## 2015 PERSONAL PROPERTY

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\*\* DATE PAID 12/10/2015 \*\*

TOTAL TAXES 12,758.42

TOTAL PAID 12,758.42

000811	2003 DODGE 1/2 TON PU	1	950
001117	1997 FORD 1 TON PU	1	560
001168	2006 FORD 1 TON PU 4WD	1	1,940
999999	2009 FORD 1 TON CREW 4W	1	5,260
000651	2000 CHEV 3/4 TON PU	1	720
000712	2006 CHEV 1/2 TON PU 4WD	1	2,180
999999	2009 GMC 1 TON XC 4WD	1	5,420
001174	2010 FORD EXPEDITION 4W	1	5,040
226414	2009 CHEV 1 TON CREW 4W	1	6,160
000696	2006 CHEV 1 TON PU 4WD	1	2,460
001117	1997 FORD 1 TON PU	1	560
001998	2000 PLY GR VOYAGER	1	400
999999	2012 FORD 1 TON CREW 4W	1	6,100
999999	2012 DODGE 1 TON CREW 4	1	11,230
999999	2015 FORD 1 TON CREW 4W	1	11,420
675420	2015 CHEV 3/4T CREW 4WD	1	11,840
000000	1995 FORD C&C 36LBS 2AX	1	120
737331	1998 KW C&C 36LBS 2AX	1	1,540
000000	1990 GMC AERIAL 24LBS 2A	1	490
844552	2004 FREIGHTLIN C&C 30LB	1	3,460
999996	2005 GMC C&C 36LBS 2AX	1	4,800
120574	1999 INT C&C 24LBS 2AX	1	2,300
120574	1999 INT C&C 24LBS 2AX	1	2,300
791824	1997 KW C&C 54LBS 2AX	1	5,000
131883	2004 INT AERIAL 30LBS 2A	1	5,000
Total Value:			92,910

**BETH MAHN**  
 COUNTY COLLECTOR  
 FESTUS, MO 63050

Phone: 797-5406 (LOCAL)



# County of Jefferson

## State of Missouri

Administration Center  
729 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

EXHIBIT

A 2

Ken Waller

County Executive

### 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

COLLINS & HERMANN INC  
1215 DUNN ROAD  
ST LOUIS MO 63138

March 24, 2016

Attn: MICHAEL COLLINS

Your company was awarded a bid for "GUARDRAIL, POSTS AND ACCESSORIES 2015" for the County of Jefferson, Missouri in **May 2015**. The Invitation for Bid allows the County to renew your bid award for an additional one-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional one year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from **April 27, 2016 through April 26, 2017**.

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- 5) This executed renewal letter
- ✓ 6) Updated insurance certificates
- ✓ 7) Current paid tax receipts for any real or personal property owned in Jefferson County  
OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
- ✓ 8) Company Name, Signature, Print, Company Address and Phone completed on next page.

Please sign and return as soon as possible if your company agrees to renew this contract.

MICHAEL S. COLLINS, SR Vice Pres  
Printed Name of Authorizing Agent

[Signature]  
Signature

3/29/16  
Date

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.

Respectfully,

Vickie S Pratt

Vickie S. Pratt  
Department of Administrative Services

RECEIVED

MAR 30 2016

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this  
\_\_\_\_\_ day of \_\_\_\_\_ 2016:

COLLINS & HERMANN, INC.  
Company Name

County of Jefferson, State of Missouri

Michael S. Collins, Sr.  
Signature  
MICHAEL S. COLLINS, SR VICE PRES.  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

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

1215 DUNN ROAD  
ST LOUIS MO 63138

Phone: 314-869-8000

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.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

March 29, 2016

County of Jefferson  
Department of the County Clerk  
Wes Wagner  
729 Maple Street  
PO Box 100  
Hillsboro, MO 63050

RE: **Verified Affidavit – Property in Jefferson County**  
Bid – Guardrail Posts and Accessories 2015

To Whom It May Concern:

Please accept this letter as a verified affidavit stating that Collins & Hermann, Inc. currently does not own real estate or personal property in the Jefferson County area.

If you have any further questions, you may reach me at 314-393-0583.

Sincerely,

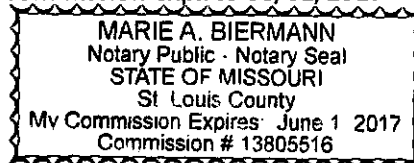


Michael S. Collins  
Sr. Vice President

MSC/slf



Marie Biermann, Notary Public  
My commission expires 06/01/2017



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

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.

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<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>308 North 21st Street</b> <b>Saint Louis, MO 63103</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 314 436-2399</b> <b>FAX (A/C, No): 314 342-7170</b> <b>E-MAIL ADDRESS:</b> <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Insurance Company</td> <td>19038</td> </tr> <tr> <td>INSURER B: American Guarantee &amp; Liability</td> <td>35521</td> </tr> <tr> <td>INSURER C: Chartis Property Casualty Compa</td> <td>19402</td> </tr> <tr> <td>INSURER D: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E: Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Insurance Company	19038	INSURER B: American Guarantee & Liability	35521	INSURER C: Chartis Property Casualty Compa	19402	INSURER D: Hartford Fire Insurance Company	19682	INSURER E: Charter Oak Fire Insurance Comp	25615	INSURER F:	
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INSURER E: Charter Oak Fire Insurance Comp	25615														
INSURER F:															
<b>INSURED</b> <b>Collins &amp; Hermann, Inc.</b> <b>P.O. Box 13579</b> <b>Saint Louis, MO 63138</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		DTC03D030274	06/30/2015	06/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT8103D030274COF15	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AUC011746600	06/30/2015	06/30/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	DTCUB3D03027415	06/30/2015	06/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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
C	<b>Pollution Liab</b>		CPO17175933	06/30/2015	06/30/2016	\$1,000,000/\$1,000,000
D	<b>Contractors Equipment</b>		84UUMPD4786	06/30/2015	06/30/2016	Leased/Rented Equipment Limit: \$250,000

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

RE: Guardrail, Posts And Accessories 2015.

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson County Missouri  
 Department of the County Clerk  
 729 Maple St.  
 PO 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

*Dennis D. Fleethers*

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best  
4 interest of the County to award the bids and proposals to D & S Fencing Co., Inc. and  
5 Collins & Hermann, Inc. for a term from 4-27-15 to 4-26-16 upon approval by the  
6 County Council and County Executive for the total amount up to \$50,000.00 subject to  
7 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 Guardrail, Posts and Accessories 2015

15 TERM

16 4-27-15 to 4-26-16

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 Up to \$50,000.00

20 subject to budgetary limitations

21 AWARDED BIDDERS

22 D & S Fencing Co., Inc. (A1)

C15 Guard rail

1 Collins & Hermann, Inc. (A2)

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

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

13 Section 4. This Ordinance shall be in full force and effect from and after its  
14 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
15 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>Absent</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 27th DAY OF April, 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 30<sup>TH</sup> DAY OF APRIL, 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

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner

Wes Wagner, County Clerk

BY: Katharine E. Missey

Reading Date: 04-27-2015

# CHECKLIST FOR BILLS

BILL NAME:	Award - Guardrail, Posts and Accessories 2015		BILL #:	
	TIME SENSITIVE <i>current contract expired 4-15-15</i>	<input checked="" type="radio"/> YES	NO	N/A
	IN MEMORANDUM	DEPT.: <i>Public Works</i>		
1.	Contract term - The term should read that the contract will be awarded after approval and signature of both Jefferson County Executive and the awarded vendor for a time period specified on the bid.	<input checked="" type="radio"/> YES	NO	N/A
2.	Amount of the award to reflect the actual amount previously spent, or an explanation for increases or decreases	<input checked="" type="radio"/> YES	NO	N/A
3.	Account string(s) for the purchase	<input checked="" type="radio"/> YES	NO	N/A
4.	Funds that were spent in the last year, if applicable \$: <i>32,194.50</i> in <i>2014</i> Start date: _____ End date: _____	<input checked="" type="radio"/> YES	NO	N/A
	IN ADDITIONAL DOCUMENTATION			
5.	Any detailed information regarding the contract submitted by the Department Director or Elected Official overseeing the bid	<input checked="" type="radio"/> YES	NO	N/A
6.	Bid tabulations - <i>Award</i> or Renewal	<input checked="" type="radio"/> YES	NO	N/A
7.	Exhibit(s), if applicable	<input checked="" type="radio"/> YES	NO	N/A
8.	Renewal letter(s), if applicable	YES	NO	<input checked="" type="radio"/> N/A
9.	Previous ordinance(s), if applicable	YES	NO	<input checked="" type="radio"/> N/A
10.	Certificate of Insurance for potential awarded vendor(s)	<input checked="" type="radio"/> YES	NO	N/A
11.	E-Verification for potential awarded vendor(s)	<input checked="" type="radio"/> YES	NO	N/A
12.	Delinquent Taxes	YES	<input checked="" type="radio"/> NO	N/A
13.	Letter stating vendor(s) does not own any real or personal property in Jefferson County	<input checked="" type="radio"/> YES	NO	N/A



# *County of Jefferson*

## State of Missouri

Administration Center  
729 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

Ken Waller

County Executive

### 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: 4-15-15

Subject Matter of Proposed Bill: **GUARDRAIL, POSTS AND ACCESSORIES 2015, D & S FENCING CO., INC. AND COLLINS & HERMANN, INC., \$50,000.00**

Council District(s) Affected: All

County Department(s) Affected: All

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### SUMMARY

The Department of Public Works requested a bid for Guardrail, Posts and Accessories on February 5, 2015. An Invitation for Bid for the Guardrail, Posts and Accessories 2015 was opened on April 7, 2015 and three (3) bids were received.

**The Department of Public Works recommends awarding the bid submitted to the bidders, D & S Fencing, Co., Inc. and Collins & Hermann, Inc. for the term from 4-27-15 to 4-26-16. Expenditure for this should be \$50,000.00 subject to budgetary limitations.**

Account String Charged: 200-0061-5453-9999-999999, 270-0066-5453-9999-999999

Funds spent in 2014: \$32,194.50

This Bill proposes to award the bid based on the recommendation of Department of Public Works.

**Bid Tabulation Attached:**

**BID TABULATION-GUARDRAIL POSTS AND ACCESSORIES 2015**

<b>GUARDRAIL POSTS AND ACCESSORIES 2015 BID OPENING 4-7-15</b>	<b>COLLINS &amp; HERMANN, INC.</b>	<b>VIEBROCK SALES &amp; SERVICE</b>	<b>D&amp;S FENCING CO. INC.</b>
	1215 DUNN ROAD ST. LOUIS, MO 63138	30028 HWY 65 SEDALIA, MO 65301	2800 SUNNYSIDE RD. FESTUS, MO 63028
<b>SUPPLIES CATEGORY</b>			
<b>Standard Guard Rail Picked up at Your Yard:</b>			
Pricing Offered: \$	CONTRACTOR	DEALER	D&S COST + 20%
Discount:	NONE	0	
<b>Radius Guard Rail Picked up at Your Yard:</b>			
Pricing Offered: \$	CONTRACTOR	DEALER	D&S COST + 20%
Discount:	NONE	0	
<b>Miscellaneous Bolts, Nuts, Washers and Parts: Picked up at Your Yard:</b>			
Pricing Offered: \$	CONTRACTOR	DEALER	D&S COST + 20%
Discount:	NONE	0	
<b>Three Beam Picked up at Your Yard:</b>			
Pricing Offered: \$	CONTRACTOR	DEALER	D&S COST + 20%
Discount:	NONE	0	
<b>Three Radius Beam Picked up at Your Yard:</b>			
Pricing Offered: \$	CONTRACTOR	DEALER	D&S COST + 20%
Discount:	NONE	0	
<b>Terminal Section: Picked up at Your Yard:</b>			
Pricing Offered: \$	CONTRACTOR	DEALER	D&S COST + 20%
Discount:	NONE	0	
<b>Special Orders:</b>			
Pricing Offered: \$	COST PLUS	COST + 15% + FREIGHT	D&S COST + 20%
Discount:	NONE	0	
<b>Add to Price for Delivery to: 5275 Hwy B, Hillsboro, MO 63050</b>			
<b>Delivery Cost Per Truck Load \$</b>	\$900.00	\$900.00	\$200.00
<b>Minimum Tons Per Load</b>	20.00	20.00	0-20
<b>NOTARIZED WORK AFFIDAVIT COMPLETED</b>	YES	YES	YES
<b>COPY OF INSURANCE PROVIDED</b>	YES	YES	YES
<b>TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY</b>	YES	NO	YES
<b>COOPERATIVE BID FORM (Y/N)</b>	Y	Y	Y
<b>COOPERATIVE CONTACT INFO:</b>	YES	YES	YES
<b>COMPANY INFORMATION AND SIGNATURE</b>	YES	YES	YES
<b>BID DEPOSIT REQUIRED</b>	NO	NO	NO
<b>COMMENTS:</b>		SEE ATTACHED SHEET FOR ITEMIZED LISTING	



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

ORIGINAL

**Invitation for Bid: GUARD RAIL, POSTS AND ACCESSORIES 2015**

**Date Issued: 3-3-15**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 7, 2015, AT 2:00 P.M. LOCAL TIME.**

**Specification**  
**Contact:** KURT WENGERT  
 Department of Public Works  
 636-797-5427  
 kwengert@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

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 two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor Information:**

Vickrock Sales & Service	Kevin Mahwkon
Company Name	Authorized Agent (Print)
30028 Hwy 65	Kevin Mahwkon
Address	Signature
Sedalia Mo 65301	Sales Rep
City/State/Zip Code	Title
(660) 826-8570	4/2/2015
Telephone #	Date
Kevin@vbsalesandservice.com	46-1235734
E-mail	Tax ID #
	Fax #



## Viebrock Sales & Service, LLC

30028 Highway 85, Sedalia Mo. 65301  
Phone :860-828-8570  
Fax: 860-828-8575

Material Only Quotation  
4/2/2015

Jefferson County Mo.  
Itemized Guardrail Prices

We are pleased to submit our proposal to furnish the following items per your request.

Item No.	Qty	Units	Description	Unit Price	Total Amount
<b>MATERIAL ONLY</b>					
1.00	EA		6'0" Steel Line Post	\$ 36.80	\$ 36.80
1.00	EA		6'0" Thrie Beam Post	\$ 36.80	\$ 36.80
1.00	EA		End Anchor	\$ 483.00	\$ 483.00
1.00	EA		Type A Non Flared Crashworthy End Terminal ( SKT 350 25' TL-2 )	\$ 1,350.00	\$ 1,350.00
1.00	EA		14" Plastic Block	\$ 3.96	\$ 3.96
1.00	EA		18" Plastic Block	\$ 7.75	\$ 7.75
1.00	EA		22" Plastic Block	\$ 7.65	\$ 7.65
1.00	EA		25' W BEAM GUARDRAIL 12ga	\$ 111.00	\$ 111.00
1.00	EA		12'6" W BEAM GUARDRAIL 12 ga	\$ 60.00	\$ 60.00
1.00	EA		12'6" W BEAM GUARDRAIL 12 ga Radius Panels	\$ 112.00	\$ 112.00
1.00	EA		6'3" W BEAM GUARDRAIL 12 ga	\$ 42.00	\$ 42.00
1.00	EA		W Beam End Wing (End Section 12 Ga )	\$ 27.60	\$ 27.60
1.00	EA		Thrie Beam End Wing ( End Section )	\$ 104.00	\$ 104.00
1.00	EA		6'3" Transition Panel ( Symetrical )	\$ 63.00	\$ 63.00
10.00	EA		6'3" Transition Panel ( Asymetrical )	\$ 115.00	
1.00	EA		Type A Crashworthy End Terminal ( S.K.T. 350 TL-3 50' System)	\$ 1,610.00	\$ 1,610.00
1.00	EA		25' Terminal Section Turn Down	\$ 515.00	\$ 515.00
1.00	EA		3/16" Rod, Washer	\$ 0.65	\$ 0.65
1.00	EA		5/8" x 2" Post Bolt	\$ 0.45	\$ 0.45
1.00	EA		5/8" x 1.5" Block Bolt	\$ 0.34	\$ 0.34
1.00	EA		5/8" x 10" Post Bolt	\$ 1.50	\$ 1.50
1.00	EA		5/8" Guardrail Nut	\$ 0.35	\$ 0.35
1.00	EA		12 ga 12'6" Thrie Beam Panel 6'3" spa	\$ 101.00	\$ 101.00
1.00	EA		12 ga 12'6" Thrie Beam Panel 6'3" spa ( RADIUS)	\$ 150.00	\$ 150.00
1.00	EA		#1 Terminal Bracket	\$ 44.00	\$ 44.00
1.00	EA		#2 Terminal Bracket	\$ 44.00	\$ 44.00
1.00	EA		#3 Terminal Bracket	\$ 37.95	\$ 37.95
1.00	EA		#4 Terminal Bracket	\$ 69.00	\$ 69.00
				<b>SUB TOTAL</b>	<b>\$ 5,019.60</b>
				<b>TAX</b>	
				<b>Freight</b>	
				<b>TOTAL</b>	<b>\$ 5,019.60</b>

F.O.B. Sedalia Mo

This is a listing of items that are used most often

Thank you for considering our proposal.

Kevin Mahnken  
Sales Rep.

PLEASE COMPLETE FORM AND RETURN TO CONTRACTS AND GRANTS. FAX 636-797-5067 OR EMAIL:  
[vpratt@jeffcomo.org](mailto:vpratt@jeffcomo.org), [msauer@jeffcomo.org](mailto:msauer@jeffcomo.org), and [mdonnell@jeffcomo.org](mailto:mdonnell@jeffcomo.org)

Call with any questions: 636-797-5380

**CHECK ONE OPTION**

<input checked="" type="checkbox"/> <b>AWARD</b> <input type="checkbox"/> <b>REJECT</b> <input type="checkbox"/> <b>CHANGE ORDER</b>			
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.			
DATE	04/14/2015	DEPARTMENT	PUBLIC WORKS
CONTACT NAME	KURT WENGERT	PHONE NUMBER	(636) 797-5427
BID NAME	GUARDRAIL ACCESSORIES 2015	BID OPENING DATE	04/07/2015
TIME SENSITIVE	If yes, explain:	YES, EXISTING CONTRACT EXPIRES 04/15/2015	
AWARD BID REJECT BID CHANGE ORDER ____ (give detailed information)	D&S FENCING CO., INC.		
	COLLINS & HERMANN, INC.		
ANNUAL EXPENDITURE	NOT TO EXCEED \$50,000		
ACCOUNT STRING(S) TO CHARGE	200-0061-5453 & 270-0066-5453		
TERM OF CONTRACT	ONE YEAR FROM DATE OF COUNTY EXECUTION		
COMMENTS (give detailed information and attach any documentation if needed)	PUBLIC WORKS WILL UTILIZE THE MOST RESPONSIVE		
	SUPPLIER WITH LOWEST COST ON EACH PROJECT.		

**From:** Jason Jonas/JEFFCO  
**To:** Vickie Pratt/JEFFCO@JEFFCO  
**Cc:** Erin Lawson/JEFFCO@JEFFCO

**Date:** Thursday, February 05, 2015 10:48AM  
**Subject:** Re: CONTRACTS EXPIRING ON OR BEFORE 6-30-15

Vickie,

Please proceed with FY2015 Q2 PW contracts as follows:

**LET EXPIRE:**

C12BUTCHERBRANCH - LET EXPIRE  
 C13FOUNTCTYRDBRD - LET EXPIRE  
 C14GRAVOISR DIMP - LET EXPIRE  
 C14GRAVOISRDPAVE - LET EXPIRE  
 C14HIGHRIDGEBLVDPAV - LET EXPIRE  
 C14OLDRTE141PAVE - LET EXPIRE  
 C14SECKMANRDPAVE - LET EXPIRE  
 C142950LEEPYLERD - LET EXPIRE  
 C14SAFETYTSHIRT - LET EXPIRE  
 C14STRUCTURALCONC - LET EXPIRE  
 C14TOMAHAWKVOGEL - LET EXPIRE  
 C14DIAMONDBMMOWER - LET EXPIRE  
 C13SHERIFFVEHICLE - LET EXPIRE  
 C14WILSONHOLLOW - LET EXPIRE

uled Hrs

**RENEW:**

10/3-12 C14AUTOPARTS - RENEW - \$100,000.00 LIMIT  
 C14CONEQUIPSUPPLY - RENEW - \$400,000.00 LIMIT - agenda 2-23-15  
 1-10 C14ELEVATORMAINT - RENEW - \$25,000.00 LIMIT - agenda 4-  
 2-10/3-12 C14EQUIPOPERATOR - RENEW - \$15,000.00 LIMIT  
 2-10 C14MOTOROIL - RENEW - \$50,000.00 LIMIT  
 C14SAFETYSUPPLIES - RENEW - \$15,000.00 LIMIT - agenda 2-23-15  
 2-10 C14TRAFFIC - RENEW - \$25,000.00 LIMIT  
 C14TRUCKPARTS - RENEW - \$150,000.00 LIMIT - agenda 2-23-15 & 3-9-15  
 2-10/3-12 C14WELDING - RENEW - \$25,000.00 LIMIT

warded

**AWARD:**

2-9 C14BITUMINOUS - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE  
 2-9 C14CORMETCULVERT - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE  
 9-15- C14CRUSHEDSTONE - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE  
 2-9 C14READYMIX - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE  
 2-9 C14ROADWAYSIGNS - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE  
 2-9 C14SAFETYVESTS - AWARD OF REBID CONTRACT PENDING - C14 SHOULD EXPIRE

**REBID:**

per arch 17 arch 17  
 C14PERFORMANCEFUEL - REBID WITH SAME SPECS - \$12,000.00 LIMIT  
 C14CONCENTRATEDOIL - REBID WITH SAME SPECS - \$12,000.00 LIMIT  
 C14CALCHLORIDE - REBID WITH NEW SPECS - \$15,000.00 - let expire 3-5-15 g Jonas  
 C14GUARDRAIL - REBID WITH NEW SPECS - \$50,000.00  
 C14INSTALLEQUIP - REBID WITH NEW SPECS - \$25,000.00 - let expire 3-5-15 g Jonas



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

EXHIBIT

A1

**Invitation for Bid: GUARD RAIL, POSTS AND ACCESSORIES 2015**

**Date Issued: 3-3-15**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 7, 2015, AT 2:00 P.M. LOCAL TIME.**

**Specification**

**Contact:**

**KURT WENGERT**  
 Department of Public Works  
 636-797-5427  
 kwengert@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 two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

D.S. Fencing Co. Inc. Patricia A. Schaeffer  
 Company Name Authorized Agent (Print)  
2800 Sunnyside Rd Patricia A. Schaeffer  
 Address Signature  
Festus, mo 63028 President  
 City/State/Zip Code Title  
(436) 937-8300 03/10/2015 43-0986357  
 Telephone # Date Tax ID #  
patschaeffer@dands (636) 937-3619  
 E-mail Fax #  
fence.com

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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: \_\_\_\_\_"

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all 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](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. ☒ 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. ☒ Required ☐ Not Required **Professional Liability Insurance**

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

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

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

**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.jeffco.mo.org](http://www.jeffco.mo.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 Susan L. Schaeffer (Name of Business Entity Authorized Representative) as Secretary/Treasurer (Position/Title) first being duly sworn on my oath, affirm DPS Fencing Co., Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Guard Rail, Posts + Accessories (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 DPS Fencing Co., Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Guard Rail, Posts + Accessories (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.)*

Susan L. Schaeffer Susan L. Schaeffer  
Authorized Representative's Signature Printed Name

Secretary/Treasurer 04/02/2015  
Title Date

Subscribed and sworn to before me this 2nd of April, 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 2/17/18.  
(NAME OF STATE) (DATE)

Shannon Baldwin 4-2-15  
Signature of Notary Date



SHANNON BALDWIN  
My Commission Expires  
February 17, 2018  
Jefferson County  
Commission #14936599

**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that D & S Fencing Co. Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Susan L. Schaeffer

Authorized Business Entity  
Representative's Name  
(Please Print)

Susan L. Schaeffer

Authorized Business Entity  
Representative's Signature

D & S Fencing Co., Inc.

Business Entity Name

04/02/2015

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).

## **SPECIFICATIONS**

### **GUARD RAIL, POSTS AND ACCESSORIES GENERAL**

Pricing is for supplying material for County use to be based on pickup at supplier plus delivery, if required, to the County's place of business.

Contract shall be based on net price resulting from percentage discount from specified price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease.

Current price lists will be required to be provided the County when requested.

Vendor shall ensure materials order will be available within (6) six weeks from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

All materials shall conform to the standard specifications of the Missouri Standard Specification for Highway Construction-Section 1040, latest edition, and should also be on the current Missouri Department of Transportation Pre-Approved Product list for Roadside Hardware. Materials shall be tagged and labeled. All bolts, nuts, washers and other miscellaneous parts shall be individually bagged and labeled. The individual bags may be shipped in barrels, but loose bolts, nuts, etc. in the barrels are not acceptable. The supplier shall inventory each shipment prior to shipping to help insure the completeness of each order. Bids are for materials and shipping only.

### **TERM OF CONTRACT**

This contract will remain in effect for 12 months from the date of acceptance. All materials will be ordered as needed.

### **CONTRACT RENEWAL**

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

### **TYPE OF ITEMS TO BID**

Specify type of supply category, price sheet bid, and percent of discount for the following categories. Bid all supplies you handle.

### **SAMPLE SUPPLIES CATEGORY BID**

The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

### SAMPLE BID

SUPPLY CATEGORY	PRICING OFFERED	DISCOUNT
Standard guard rail	Contractor	% off List
Special orders	Cost Plus	none

### BID SHEET

Multiple supply categories may be bid. Bidders should include a listing of product lines available that they will offer and a listing of their locations. Multiple vendors may be selected.

SUPPLIES CATEGORY	PRICING OFFERED	DISCOUNT
Standard guard rail Picked up at your yard:	<u>D &amp; S cost + 20%.</u>	_____
Radius guard rail Picked up at your yard:	<u>D &amp; S cost + 20%.</u>	_____
Miscellaneous bolts, nuts, washers and parts: Picked up at your yard:	<u>D &amp; S cost + 20%.</u>	_____
Thrie beam Picked up at your yard	<u>D &amp; S cost + 20%.</u>	_____
Thrie radius beam Picked up at your yard	<u>D &amp; S cost + 20%.</u>	_____
Terminal section: Picked up at your yard	<u>D &amp; S cost + 20%.</u>	_____
Special Orders	<u>D &amp; S cost + 20%.</u>	_____

Add to Price for delivery to  
5275 Hwy. B, HILLSBORO, MO 63050

Delivery cost per truck load \$ 200.<sup>00</sup>

Minimum tons per load 0-20

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015:

D & S Fencing Co., Inc.  
Company Name

County of Jefferson, State of Missouri

Susan L. Schaeffer  
Signature  
Susan L. Schaeffer  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

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

2800 Sunnyside Rd  
Festus, Mo 63028

Phone: (636) 937-8300

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.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor



## COOPERATIVE BID FORM

Bid Name: Guard Rail, Posts + Accessories

**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: \$ n/a

BY: Patricia A. Schaeffer

TITLE: President

COMPANY: D&S Fencing Co., Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-937-8300 E-mail patschaeffer@dandsfence.com

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2015

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).

<b>PRODUCER</b> NEC Insurance Inc 308 Noonan Drive  Pacific MO 63069		<b>CONTACT NAME:</b> Jill Politte <b>PHONE (A/C No. Excl):</b> (636) 271-2481 <b>FAX (A/C No.):</b> (636) 271-6956 <b>E-MAIL ADDRESS:</b> jillp@necins.com																						
<b>INSURED</b> D & S Fencing Co Inc 2800 Sunnyside Road  Festus MO 63028		<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Bituminous Casualty Corp</td><td>20095</td></tr><tr><td>INSURER B:</td><td>Rockhill Insurance Company</td><td>28053</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Bituminous Casualty Corp	20095	INSURER B:	Rockhill Insurance Company	28053	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Bituminous Casualty Corp	20095																						
INSURER B:	Rockhill Insurance Company	28053																						
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

## COVERAGES

CERTIFICATE NUMBER: CL1472506268

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CLP3607557	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CAP3607558	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							Uninsured motorist combined \$ 1,000,000
B	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	FF01037000	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3607556	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Bids for Guard Rail, Posts and Accessories

## CERTIFICATE HOLDER

## CANCELLATION

County of Jefferson  
Department of the County Clerk  
Wes Wagner  
PO Box 100  
Hillsboro, MO 63020

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

W Dunnegan/JPOLIT

## JEFFERSON COUNTY, MISSOURI

**PAID**

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

TW ARA SECT Q BLK PARCEL EXT

23-2.1-03.0-0-000-028.01

EL PORTAL

LOTS 21,22,23,24,25

EX PT SOLD TO STATE HWY

ACRES TWN 39 RNG 5

DOCUMENT #

D&S FENCING COMPANY  
2800 SUNNYSIDE RD  
FESTUS, MO 63028

VALUE

0 RESI

0 AGRI

32,000 COMM

32,000 TOTL

TAX RT 5.691900

BOOK 005

PAGE 17A

2012 REAL ESTATE

**TAX DISTRICT****TAX**

COUNTY TAX	10.08
DESOTO SCHOOL	1,326.69
HEALTH UNIT TAX	23.90
HEMATITE FIRE	155.30
JC DEV DISABILITIES	29.92
JEFFERSON COLLEGE	108.35
JOACHIM-PLATTIN AMB	51.04
MENTAL HEALTH TAX	29.92
MERCHANT SUR TAX	78.80
PARK TAX	8.93
ROAD & BRIDGE TAX	67.68
STATE TAX	9.60

**TOTAL TAXES** 1,898.21**TOTAL PAID** 1,898.21

**RECEIVED**  
DEC 17 2012

\*\* DATE PAID 12/06/2012 \*\*

DATE PAID 12/06/2012 \*\*

**BETH MAHN**  
COUNTY COLLECTOR  
HILLSBORO, MO 63050

Phone: 787-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

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

TW ARA SECT Q BLK PARCEL EXT  
23-2.1-03.0-0-000-028.01

EL PORTAL  
LOTS 21,22,23,24,25  
EX PT SOLD TO STATE HWY

ACRES TWN 39 RNG 5  
DOCUMENT #

D&S FENCING COMPANY  
2800 SUNNYSIDE RD  
FESTUS, MO 63028

VALUE  
0 RESI  
0 AGRI  
32,000 COMM  
32,000 TOTL  
TAX RT 5.898200  
BOOK 005  
PAGE 17A

2013 REAL ESTATE

<u>TAX DISTRICT</u>	<u>TAX</u>
COUNTY TAX	9.28
DESOTO SCHOOL	1,390.69
HEALTH UNIT TAX	24.00
HEMATITE FIRE	155.30
JC DEV DISABILITIES	30.05
JEFFERSON COLLEGE	108.86
JOACHIM-PLATTIN AMB	62.86
MENTAL HEALTH TAX	30.05
MERCHANT SUR TAX	76.80
PARK TAX	8.96
ROAD & BRIDGE TAX	67.78
STATE TAX	9.60
<b>TOTAL TAXES</b>	<b>1,964.23</b>
<b>TOTAL PAID</b>	<b>1,964.23</b>

\*\* DATE PAID 11/27/2013 \*\*

RECEIVED

06000

BETH MAHN  
COUNTY COLLECTOR  
HILLSBORO, MO 63050

Phone: 797-6406 (LOCAL)

**Jefferson County Missouri**  
**Jefferson County Administration Center**  
**729 Maple Street**  
**Hillsboro, MO 63050**

**Information for Parcel 23-2.1-03.0-0-000-028.01, Tax Year 2015**

Generated 03/27/15 at 06:57:13

**Parcel Information**

**Parcel Number:** 23-2.1-03.0-0-000-028.01 No images found

**Owner's Name:** D&S FENCING COMPANY

**Mailing Address:**

**Site Address:** 13291 STATE RD CC  
DE SOTO, MO 63020

**Prop Class:** Commercial

**Occupancy:** V-Warehouse / Distribution

**School:** SCH73

**Fire:** FIRHE

**Ambulance:** AMBJP

**Road:** ROAD

**City:**

Payments	
Tax Billed	\$0.00
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$0.00
Amount Paid	\$0.00
Total Unpaid	\$0.00

Payment History		
Tax Year	Total Due	Total Paid
2015	\$0.00	\$0.00
2014	\$1,971.19	\$1,971.19
2013	\$1,964.23	\$1,964.23
2012	\$1,898.21	\$1,898.21
2011	\$1,894.97	\$1,894.97
2010	\$1,878.88	\$1,878.88
2009	\$1,913.63	\$1,913.63
2008	\$1,920.74	\$1,920.74
2007	\$1,873.51	\$1,873.51
2006	\$1,702.82	\$1,702.82

**Legal Descriptions**

Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
EL PORTAL LOTS 21,22,23,24,25 EX PT SOLD TO STATE HWY	03 39 5		005	17A	

**Related Names**

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date
D&S FENCING COMPANY	Property Owner		0392	01675	04/01/1988

**Site Addresses**

3/27/2015

Jefferson County | Information for Parcel 23-2-1-03.0-0-000-028.01, Tax Year 2015

<b>House Number</b> 13291	<b>House Number Suffix</b>	<b>Street Name</b> STATE RD CC	
<b>City</b> DE SOTO	<b>State</b> MO	<b>Zip Code</b> 63020	<b>Location</b>

Taxing Bodies		
District	Tax Rate	Extension
<b>Total</b>	<b>0.0000</b>	<b>\$0.00</b>

Storage Warehouse Structure (1 of 1)			
Property Type	Description	Total Living Area (sq. ft.)	Year Built
COM - Commercial	Storage Warehouse	0	1999
<b>Basement</b>			
	26		74
<b>Section 1</b>			
Unfinished Basement	720		26
	74	Base Cost	2800
Exterior Walls	2800	Heating & Cooling	2800
Physical & Functional	29		
<b>Area(Square Ft.)</b>			

Assessments						
Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Prior Year	17,200	5,500	82,700	26,500	99,900	32,000

Images
No Images found.

JEFFERSON COUNTY TAX RECEIPT  
2012 PERSONAL PROPERTY

5/5/2014 1:45 PM

ACCOUNT #: 058403

RECEIPT#: 2012020590

TOTAL VALUATION: 319,710

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-6406

Email: bmahn@jeffcomo.org

D & S FENCING INC  
2800 SUNNYSIDE RD  
FESTUS, MO 63028

PROPERTY DESCRIPTION

999096	2005 GMC C&C 36LBS 2AX	1	6,180
120574	1999 INT C&C 24LBS 2AX	1	2,970
120574	1999 INT C&C 24LBS 2AX	1	2,970
887020	2003 LOWBOY 28	1	6,020
056104	2006 CHEV TAHOE 4WD	1	5,090
493088	2008 VAN TRLR 20	1	1,080
979333	2008 FB TRLR 18	1	250
000806	1995 DODGE 1 TON PU 4WD	1	990
979333	2006 FB TRLR 18	1	250
878841	2006 FB TRLR 18	1	330
791824	1997 KW C&C 54LBS 2AX	1	730
131893	2004 INT AERIAL 30LBS 2A	1	6,540
992408	2003 INT FB 36LBS 2AX	1	4,280
992408	2003 INT FB 36LBS 2AX	1	4,280
986284	2007 FORD FB 36LBS 2AX	1	8,960
986284	2005 FORD FB 36LBS 2AX	1	7,150
151144	2009 CAD ESCALADE	1	11,580
001168	2006 FORD 1 TON PU 4WD	1	3,780
985726	2009 FB TRLR 22	1	880
100851	2004 CHEV AVALANCHE 4WD	1	3,840
001167	2006 FORD 1 TON PU	1	2,950
999999	2008 FORD 1 TON CREW 4WD	1	8,400
000851	2006 CHEV 3/4 TON PU	1	2,950
000851	2006 CHEV 3/4 TON PU	1	2,950
999999	2009 GMC 1 TON XC 4WD	1	8,250
000811	1992 DODGE 1/2 TON PU	1	100
488603	2009 CHEV 1 TON CREW 4WD	1	8,710
999996	2002 GMC C&C 36LBS 2AX	1	3,380
999996	2003 GMC C&C 36LBS 2AX	1	3,820
999996	1997 GMC C&C 36LBS 2AX	1	1,440

Total Value: 120,980

TAX DISTRICT

COUNTY TAX

TAX

100.71

DESOTO SCHOOL

13,254.83

HEALTH UNIT TAX

238.82

HEMATITE FIRE

1,551.55

JC DEV DISABILITIES

298.93

JEFFERSON COLLEGE

1,082.54

JOACHIM-PLATTIN AMB

809.94

MENTAL HEALTH TAX

298.93

PARK TAX

89.20

ROAD & BRIDGE TAX

676.19

STATE TAX

95.91

TOTAL TAXES 18,197.55

TOTAL PAID 18,197.55

RECEIVED

MAY 07 2014

PAID

Validated By

Beth Mahn, Jefferson County Collector  
Dorothy Stafford, Jefferson County Auditor

DATE: 12/07/2012 STATEMENT TOTAL: 18,197.55 TOTAL PAID: 18,197.55 RECEIPT#: 2012020590

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2012 Jefferson County Personal Property Tax Receipt  
I, BETH MAHN, Collector of Jefferson County, MO  
do hereby certify that 058403

D & S FENCING INC  
2800 SUNNYSIDE RD  
FESTUS, MO 63028

Has Paid Personal Taxes For The Year 2012 On The  
Following Vehicles Described Below:

2005 GMC C&C 36LBS 2AX	1999 INT C&C 24LBS 2AX
1999 INT C&C 24LBS 2AX	2003 LOWBOY 28
2006 CHEV TAHOE 4WD	2006 VAN TRLR 20
2008 FB TRLR 18	1995 DODGE 1 TON PU 4WD
2008 FB TRLR 18	2006 FB TRLR 18
1997 KW C&C 54LBS 2AX	2004 INT AERIAL 30LBS 2A
2003 INT FB 36LBS 2AX	2003 INT FB 36LBS 2AX

JEFFERSON COUNTY TAX RECEIPT  
2013 PERSONAL PROPERTY

11/25/2013 12:08 PM

ACCOUNT #: 058403

RECEIPT#: 2013006552

TOTAL VALUATION:

256,890

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcomo.org

D & S FENCING CO INC  
2800 SUNNYSIDE RD  
FESTUS, MO 63028

PROPERTY DESCRIPTION

151144	2009 CAD ESCALADE	1	11,610
226414	2009 CHEV 1 TON CREW 4WD	1	8,100
000698	2008 CHEV 1 TON PU 4WD	1	3,670
000000	1988 GMC 1 TON PU 4WD	1	100
055104	2008 CHEV TAHOE 4WD	1	3,870
000805	1995 DODGE 1 TON PU 4WD	1	920
001168	2008 FORD 1 TON PU 4WD	1	3,070
001960	2004 CHEV AVALANCHE 4WD	1	3,670
001117	2006 FORD 1 TON PU	1	2,320
998999	2008 FORD 1 TON CREW 4WD	1	7,970
000651	2008 CHEV 3/4 TON PU	1	2,320
000851	2008 CHEV 3/4 TON PU	1	2,320
999999	2008 GMC 1 TON XC 4WD	1	7,590
000897	1999 CHEV 1 TON PU	1	1,080
001174	2010 FORD EXPEDITION 4WD	1	7,540
001334	2000 CHEV 1/2 TON PU	1	1,230
001998	2000 PLY GR VOYAGER	1	630
001157	1997 FORD 1 TON PU SD	1	880
000811	2003 DODGE 1/2 TON PU	1	1,490
001157	1997 FORD 1 TON PU SD	1	880
791824	1997 KW C&C 64LBS 2AX	1	660
131883	2004 INT AERIAL 30LBS 2A	1	6,080
982409	2003 INT FB 36LBS 2AX	1	3,590
982409	2003 INT FB 36LBS 2AX	1	3,590
986284	2007 FORD FB 36LBS 2AX	1	8,330
986284	2005 FORD FB 36LBS 2AX	1	6,660
844552	2004 FREIGHTLIN C&C 30LBS 2A	1	4,130
999998	2002 GMC C&C 36LBS 2AX	1	3,140
999998	2008 GMC C&C 36LBS 2AX	1	3,650
999998	1997 GMC C&C 36LBS 2AX	1	1,340

Total Value: 113,040

TAX DISTRICT

COUNTY TAX

TAX

74.50

DESOTO SCHOOL

11,164.21

HEALTH UNIT TAX

192.67

HEMATITE FIRE

1,246.69

JC DEV DISABILITIES

241.22

JEFFERSON COLLEGE

873.94

JOACHIM-PLATTIN AMB

424.36

MENTAL HEALTH TAX

241.22

PARK TAX

71.93

ROAD & BRIDGE TAX

544.09

STATE TAX

77.07

TOTAL TAXES 15,151.92

TOTAL PAID 15,151.92

RECEIVED

NOV 27 2013

PAID

Validated By

Beth Mahn, Jefferson County Collector

Dorothy Stafford, Jefferson County Auditor

DATE: 11/22/2013 STATEMENT TOTAL: 15,151.92 TOTAL PAID: 15,151.92 RECEIPT#: 2013006552

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2013 Jefferson County Personal Property Tax Receipt  
I, BETH MAHN, Collector of Jefferson County, MO  
do hereby certify that 058403

D & S FENCING CO INC  
2800 SUNNYSIDE RD  
FESTUS, MO 63028

Has Paid Personal Taxes For The Year 2013 On The  
Following Vehicles Described Below:

2008 FB TRLR 18	2008 FB TRLR 18
1997 KW C&C 64LBS 2AX	2004 INT AERIAL 30LBS 2A
2003 INT FB 36LBS 2AX	2003 INT FB 36LBS 2AX
2007 FORD FB 36LBS 2AX	2005 FORD FB 36LBS 2AX
2009 CAD ESCALADE	2004 FREIGHTLIN C&C 30LBS 2AX
2008 CHEV 1 TON CREW 4WD	2002 GMC C&C 36LBS 2AX
2008 GMC C&C 36LBS 2AX	1997 GMC C&C 36LBS 2AX



JEFFERSON COUNTY, MISSOURI

PAID

ACCT # 058403  
 VALUE 242,650  
 TAX RT 5.919900

D & S FENCING CO INC  
 2800 SUNNYSIDE RD  
 FESTUS, MO 63028

RECEIVED  
 DEC 11 2014

\*\* DATE PAID 12/09/2014 \*\*

## 2014 PERSONAL PROPERTY

TAX DISTRICT	TAX
COUNTY TAX	57.75
DESOTO SCHOOL	10,600.91
HEALTH UNIT TAX	183.93
HEMATITE FIRE	1,177.58
JC DEV DISABILITIES	230.03
JEFFERSON COLLEGE	833.75
JOACHIM-PLATTIN AMB	390.91
MENTAL HEALTH TAX	230.03
PARK TAX	68.67
ROAD & BRIDGE TAX	518.30
STATE TAX	72.80

TOTAL TAXES 14,364.88

TOTAL PAID 14,364.88

120674	1999	INT C&C 24LBS 2AX	1	2,580
120674	1999	INT C&C 24LBS 2AX	1	2,580
984201	1995	FORD BOM 54LBS 2A	1	1,650
989833	2001	FREIGHTLIN SEMI 73LE	1	2,160
951169	2009	FREIGHTLIN SEMI 36LE	1	7,080
118418	1993	INT C&C 36LBS 2AX	1	840
417019	1988	GMC DUMP 54LBS 2AX	1	840
791824	1997	KW C&C 54LBS 2AX	1	630
131883	2004	INT AERIAL 30LBS 2A	1	5,650
992409	2003	INT FB 36LBS 2AX	1	3,710
992409	2003	INT FB 36LBS 2AX	1	3,710
988284	2007	FORD FB 36LBS 2AX	1	7,750
988284	2005	FORD FB 36LBS 2AX	1	6,180
844552	2004	FREIGHTLIN C&C 30LB	1	3,840
769906	2006	FORD F550 PU 4WD	1	2,880
988334	1988	FORD C&C 24LBS 2AX	1	130
767997	2003	FORD C&C 36LBS 2AX	1	2,570
999996	2004	GMC C&C 36LBS 2AX	1	4,250
999996	2000	GMC C&C 36LBS 2AX	1	2,490
999996	1999	GMC C&C 36LBS 2AX	1	1,380
759908	2012	FORD F550 PU 4WD	1	8,470
955841	2008	INT FB 54LBS 3AX	1	6,840
978941	2011	FB TRLR 18	1	50
978941	1999	FB TRLR 18	1	50
988980	1981	FB TRLR HMDE 30	1	50

Total Value: 78,780

BETH MAHN  
 COUNTY COLLECTOR  
 JEFFERSON COUNTY, MO 63050

Phone: 797-5406 (LOCAL)



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

EXHIBIT

A2

**Invitation for Bid: GUARD RAIL, POSTS AND ACCESSORIES 2015**

**Date Issued: 3-3-15**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 7, 2015, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**KURT WENGERT**  
Department of Public Works  
636-797-5427  
kwengert@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**

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 two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

**COLLINS & HERMANN, INC.**

**MICHAEL S. COLLINS, SR. VP**

Company Name

Authorized Agent (Print)

1215 DUNN ROAD

Address

Signature

ST LOUIS MO 63138

SR. VICE PRESIDENT

City/State/Zip Code

Title

314-869-8000 EXT. 3038

03-18-15

43-1012298

Telephone #

Date

Tax ID #

mcollins@collinsandhermann.com

314-869-8498

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: 

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all 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 set out 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 set out herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of 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. ☒ 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. ☒ Required ☐ Not Required **Professional Liability Insurance**

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

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

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

**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.jeffcommo.org](http://www.jeffcommo.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.



1215 Dunn Road  
PO Box 38901-0901  
St. Louis, MO 63138  
collinsandhermann.com

March 18, 2015

County of Jefferson  
Department of the County Clerk  
729 Maple Street  
PO Box 100  
Hillsboro, MO 63050


RE: **Verified Affidavit – Property in Jefferson County**  
Bid – Guardrail Posts and Accessories 2013  
Due 2:00pm February 20, 2013

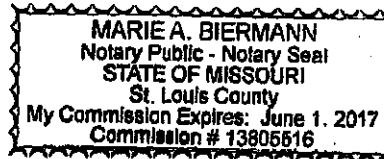
To Whom It May Concern:

Please accept this letter as a verified affidavit stating that Collins & Hermann, Inc. currently does not own real estate or personal property in the Jefferson County area.

If you have any further questions, you may reach me at 314-393-0583.

Sincerely,

  
Michael S. Collins  
Sr. Vice President



MSC/slf

X Marie A. Biermann  
DATE: 03-18-15

## COOPERATIVE BID FORM

Bid Name: GUARDRAIL & POST ACCESSORIES 2015

**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: \$ 900.00

BY: Michael S. Collins

TITLE: MICHAEL S. COLLINS, SR. VICE PRESIDENT

COMPANY: COLLINS & HERMANN, INC.

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-393-0583 E-mail mcollins@collinsandhermann.com

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

### 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 MICHAEL S. COLLINS (Name of Business Entity Authorized Representative) as SR VICE PRESIDENT (Position/Title) first being duly sworn on my oath, affirm COLLINS & HERMANN, INC. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to JEFFERSON COUNTY GUARDRAIL POST & ACCESSORIES (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 COLLINS & HERMANN, INC. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to JEFFERSON COUNTY GUARDRAIL POST & ACCESSORIES (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

MICHAEL S. COLLINS  
Printed Name

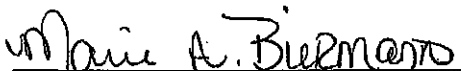
SR VICE PRESIDENT  
Title

03/18/15  
Date

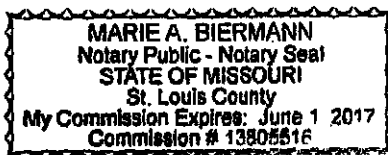
Subscribed and sworn to before me this 18TH of MARCH, 2015. I am  
(DAY) (MONTH, YEAR)

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

MISSOURI and my commission expires on JUNE 01, 2017.  
(NAME OF STATE) (DATE)

  
Signature of Notary

03/18/15  
Date



**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

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

MICHAEL S. COLLINS  
Authorized Business Entity  
Representative's Name  
(Please Print)

  
Authorized Business Entity  
Representative's Signature

COLLINS & HERMANN, INC.  
Business Entity Name

03/18/15  
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;

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).



Company ID Number: 191447

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



Company ID Number: 191447

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

Employer **COLLINS AND HERMANN, INC**

**Sandy Fleschert**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**02/18/2009**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**02/18/2009**

Date



Company ID Number: 191447

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: COLLINS AND HERMANN, INC

Company Facility Address: 1215 DUNN ROAD

ST LOUIS, MO 63138

Company Alternate  
Address:

County or Parish: SAINT LOUIS

Employer Identification  
Number: 431012298

North American Industry  
Classification Systems  
Code: 237

Parent Company: Collins & Hermann, Inc.

Number of Employees: 100 to 499

Number of Sites Verified  
for: 1

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

- MISSOURI 1 site(s)



## **SPECIFICATIONS**

### **GUARD RAIL, POSTS AND ACCESSORIES GENERAL**

Pricing is for supplying material for County use to be based on pickup at supplier plus delivery, if required, to the County's place of business.

Contract shall be based on net price resulting from percentage discount from specified price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease.

Current price lists will be required to be provided the County when requested.

Vendor shall ensure materials order will be available within (6) six weeks from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

All materials shall conform to the standard specifications of the Missouri Standard Specification for Highway Construction-Section 1040, latest edition, and should also be on the current Missouri Department of Transportation Pre-Approved Product list for Roadside Hardware. Materials shall be tagged and labeled. All bolts, nuts, washers and other miscellaneous parts shall be individually bagged and labeled. The individual bags may be shipped in barrels, but loose bolts, nuts, etc. in the barrels are not acceptable. The supplier shall inventory each shipment prior to shipping to help insure the completeness of each order. Bids are for materials and shipping only.

### **TERM OF CONTRACT**

This contract will remain in effect for 12 months from the date of acceptance. All materials will be ordered as needed.

### **CONTRACT RENEWAL**

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

### **TYPE OF ITEMS TO BID**

Specify type of supply category, price sheet bid, and percent of discount for the following categories. Bid all supplies you handle.

### **SAMPLE SUPPLIES CATEGORY BID**

The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

### SAMPLE BID

SUPPLY CATEGORY	PRICING OFFERED	DISCOUNT
Standard guard rail	Contractor	% off List
Special orders	Cost Plus	none

### BID SHEET

Multiple supply categories may be bid. Bidders should include a listing of product lines available that they will offer and a listing of their locations. Multiple vendors may be selected.

SUPPLIES CATEGORY	PRICING OFFERED	DISCOUNT
Standard guard rail Picked up at your yard:	<u>CONTRACTOR</u>	<u>NONE</u>
Radius guard rail Picked up at your yard:	<u>CONTRACTOR</u>	<u>NONE</u>
Miscellaneous bolts, nuts, washers and parts: Picked up at your yard:	<u>CONTRACTOR</u>	<u>NONE</u>
Thrie beam Picked up at your yard	<u>CONTRACTOR</u>	<u>NONE</u>
Thrie radius beam Picked up at your yard	<u>CONTRACTOR</u>	<u>NONE</u>
Terminal section: Picked up at your yard	<u>CONTRACTOR</u>	<u>NONE</u>
Special Orders	<u>COST PLUS</u>	<u>NONE</u>

Add to Price for delivery to  
5275 Hwy. B, HILLSBORO, MO 63050

Delivery cost per truck load \$ \$900.00

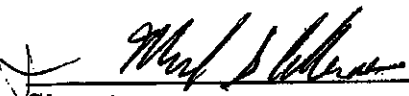
Minimum tons per load 20.00

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 18TH day of MARCH 2015:

COLLINS & HERMANN, INC.

County of Jefferson, State of Missouri

**Company Name**

  
**Signature**  
MICHAEL S. COLLINS

  
**Kenneth B. Waller County Executive**

**Print**

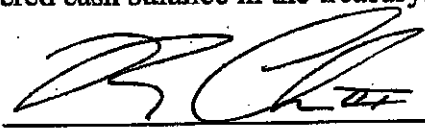
**Company Address:** COLLINS & HERMANN, INC.

1215 DUNN ROAD

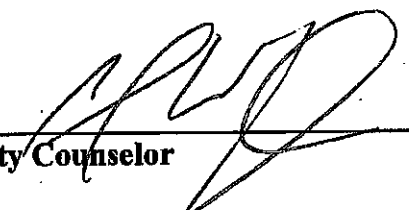
ST LOUIS, MO 63138

**Phone:** 314-393-0583

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**

Client#: 1062713

COLLIER3

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2014

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 <b>USI Midwest Saint Louis</b> 308 North 21st Street Saint Louis, MO 63103-MO 314 436-2399	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>314 436-2399</b>	FAX (A/C, No): <b>314 342-7170</b>
INSURED <b>Collins &amp; Hermann, Inc.</b> P.O. Box 13579 Saint Louis, MO 63138	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Travelers Insurance Company</b>	NAIC # <b>19038</b>
	INSURER B: <b>Navigators Insurance Company</b>	<b>42307</b>
	INSURER C: <b>Hartford Fire Insurance Company</b>	<b>19682</b>
	INSURER D: <b>Charter Oak Fire Insurance Comp</b>	<b>25615</b>
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		DTCO3D030274PHX13	06/30/2014	06/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT8103D030274COF13	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CH13EXC619580IV	06/30/2014	06/30/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	DTFUB3D03027413	06/30/2014	06/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractors Equipment		84UUMPD4786	06/30/2014	06/30/2015	Leased/Rented Equipment Limit: \$250,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

*Dennis D. Feltner*

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