

BILL NO.: 17-0250

ORDINANCE NO.: 17-

0174

INTRODUCED BY: COUNCIL MEMBER (s)

Reuter

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR HIGHWAY STRIPING 2017; AND AUTHORIZATION FOR**
5 **THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS**
6 **OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **PROPOSALS.**

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

11 BID NAME

12 Highway Striping 2017

13 NUMBER OF BIDS RECEIVED

14 3

15 DATE OF BID OPENING

16 1-10-2017

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Public Works has determined that certain bids and proposals represent the

FILED

MAR 07 2017

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 interest
4 of the County to award the bids and proposals to America's Parking Marking for a term
5 from 02-27-17 to 12-31-17 upon approval by the County Council and County Executive
6 for the **total amount not to exceed \$500,000.00 annually**, subject to budgetary
7 limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **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 Highway Striping 2017

15 TERM

16 02-27-17 to 12-31-17

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 **For the total amount not to exceed \$500,000.00 annually,**

20 subject to budgetary limitations

21 AWARDED BIDDER

22 America's Parking Marking

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

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

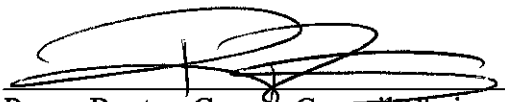
11 Section 4. This Ordinance shall be in full force and effect from and after its
12 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
13 shall not affect the remainder of this Ordinance.

**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, Charles Groeteke	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Absent</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 27th DAY OF February, 2017:

✓ **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 1ST DAY OF MARCH, 2017.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2017.

Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

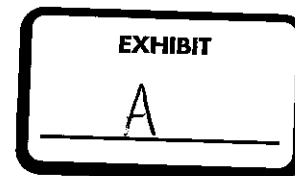
Randy B. Holman
Randy B. Holman, County Clerk

BY: Katherine E. Missey

Reading Date: 02-27-2017



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



BID #: 17-0001

Invitation for Bid: HIGHWAY STRIPING 2017

Date Issued: 12-14-2016

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 10, 2016, 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 one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

America's Parking Marking
Company Name

5640-B Telegraph Road
Address Suite #220
St. Louis, MO 63129

City/State/Zip Code

(314) 591-5643
Telephone #

GROTHVICKY@ATT.NET
E-mail

CRAIG DEPICKY
Authorized Agent (Print)

[Signature]
Signature

PRESIDENT
Title

12/27/2016 75-3026772
Date Tax ID #

(813) 633-0123
Fax #

CC

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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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

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

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 Guaranty: The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

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

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

Contractor and the required Contract Security is furnished on the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

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) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ 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. (X)Required () Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

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

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **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 CRAIG CEPICKY (Name of Business Entity Authorized Representative) as PRESIDENT / OWNER (Position/Title) first being duly sworn on my oath, affirm AMERICA'S Pkg. REMARKING (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 CONTRACT (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 AMERICA'S Pkg. REMARKING (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 CONTRACT (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this 27th of December I am
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on JULY 10 2018.
(NAME OF STATE) (DATE)

Signature of Notary

Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that AMERICA'S PKG. REMARKING (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.

CRAIG CEPICKY
Authorized Business Entity
Representative's Name
(Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

AMERICA'S PARKING REMARKING
Business Entity Name

Dec. 27, 2016
Date

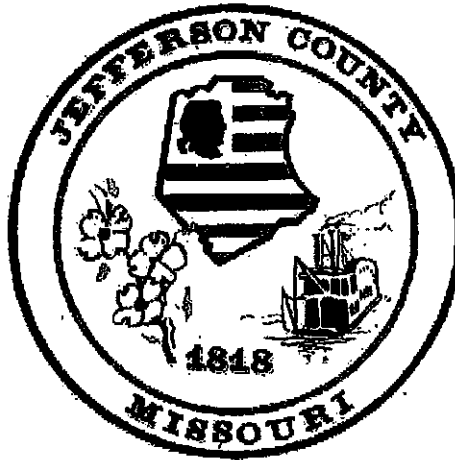
As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PROJECT SPECIFICATIONS
FOR
2017 HIGHWAY STRIPING PROGRAM
PW17PAVEMENTMARKING



County of Jefferson, Missouri
P.O. BOX 100
HILLSBORO, MO 63050
JANUARY 10, 2017

REQUEST FOR BID

BID OF

Bidder Name: America's Parking Marking
5640-B Telegraph Road
Bidder Address: Suite #220
St. Louis, MO 63129

APPROVED FOR CONSTRUCTION

BY: [Signature] DATE: 12/14/16
(County Engineer)

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NOT
SUBMITTED

BID NOTICE

Scaled bids for **2017 HIGHWAY STRIPING PROGRAM PW17PAVEMENTMARKING** will be received at the office of The Department of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until **2:00 o'clock P.M. (CST) on JANUARY 10, 2017**, and at that time will be publicly opened and read. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

The proposed work includes:

Layout, preparation, and installation of pavement markings on roadways maintained by Jefferson County Public Works. Work may include removal of existing markings where necessary.

Work shall be in accordance with the provided Specifications, and Job Special Provisions. Where not specifically covered by the Specifications, or Job Special Provisions, the Contractor shall adhere to the **2016 Edition** of the "Missouri Standard Specifications for Highway Construction", and all supplemental revisions.

Plans and specifications for this project will be available, at no cost, as a downloadable file from the Jefferson County website (<http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>), beginning December 14, 2016. The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening. All potential bidders must complete the "Plan Holder Contact Information" form and submit this form to Public Works at pwprojects@jeffcomo.org and request placement on the bidder's list.

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

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

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2016 Edition including all revisions. **The contractor questionnaire must be on file 7 days prior to bid opening.**

Contractors and sub-contractors who sign a contract to work on public works project must provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

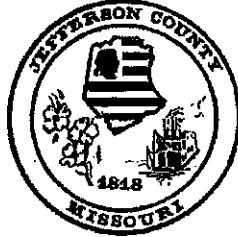
A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal. **A certificate of insurance shall be submitted with each proposal.**

All bids shall be made on the forms provided. The County of Jefferson, Missouri reserves the right to reject any or all bids, to waive any informality in the bids received, and to award the contract to the lowest, responsive, responsible bidder.

No 2nd tier subcontracting will be allowed on this project.

END BID NOTICE

BID SUBMITTAL PACKAGE



JEFFERSON COUNTY, MISSOURI DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: 2017 HIGHWAY STRIPING PROGRAM

PROJECT NUMBER: PW17PAVEMENTMARKING

BID OPENING DATE: JANUARY 10, 2017 @ 2:00 o'clock P.M. (CST)

Funding Source: 100% Jefferson County Funded

County Project Manager: Kurt Wengert (636)797-5427

kwengert@jeffcomo.org

BIDDER'S NAME: AMERICA'S PARKING REMARKING, INC.

IN ORDER TO BE CONSIDERED A RESPONSIVE, RESPONSIBLE BIDDER, THE CONTRACTOR MUST READ, UNDERSTAND, COMPLETE AND SUBMIT 3 COPIES OF ALL FORMS WITHIN THIS BID SUBMITTAL PACKAGE (INCLUDING THIS COVER AND ALL SHEETS WITH THE BID SUBMITTAL BORDER), ALONG WITH OTHER SUBMITTAL REQUIREMENTS AS STATED ON THE BIDDER CHECKLIST.

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

PLAN HOLDER CONTACT INFORMATION

All potential bidders must complete this form and submit it to the Jefferson County email address listed below in order to provide contact information as required. All other plan holders may submit this form at their own option. Addendums will be posted on the county website. In the event of disruption of website services, all such information will be communicated to all registered plan holders.

Project:	2017 HIGHWAY STRIPING PROGRAM
Plans & Specifications:	\$0.00 AVAILABLE ONLINE
Bid Opening Date:	JANUARY 10, 2017
Estimate:	\$500,000.00

Company Name*:	AMERICA'S PARKING REMARKING, INC.
Contact Name*:	VICKY GROTH
MAILING Address*:	4846 SUN CITY CENTER BLVD.
	SUITE #240 SUN CITY CENTER, FL 33573
Phone*:	(314) 591-5643
Email*:	GROTHVICKY@ATT.NET

*required information

✓ Email this
completed form to:

pwprojects@jeffcomo.org

BIDDER CHECKLIST

- ☒ 1. 3 collated copies of all of the following documents encompass a complete bid submittal
 - a) Complete and Submit Plan Holder's List Form prior to bid submittal (email before bid opening)
 - b) Bid Submittal Cover Sheet with bidder's name printed or typed
 - c) Instructions and Notices to Contractors initialed on each page, all spaces filled, signed.
 - d) Balanced Bid Form, complete, signed, and embossed (if corporation), addenda acknowledged and attached
 - e) Bid Guaranty/Bid Bond (Assurance Company's form is valid substitute to generic form herein)
 - f) Bidder's Acknowledgement completed and signed
 - g) Affidavit of Federal Employment Authorization (Annual Worker Eligibility Verification Affidavit)
 - h) Bid to be submitted in ink with proper signatures with no white out or initialed changes
 - i) Enclose Certificate of Insurance
- ☒ 2. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalification to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website (required on highway and bridge projects)
- ☒ 3. For submittal of paper bids, the complete set of bidding documents includes all information through the Affidavit of Federal Employment Verification form. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☒ 4. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to County of Jefferson, Missouri. Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).
- ☒ 5. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☒ 6. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☒ 7. For paper bids, submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☒ 8. For paper bids, staple addenda (if applicable) to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.
- ☒ 9. Common Mistakes:
 - a) Not signing the bid
 - b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
 - c) Not providing a bid bond
 - d) Using a different bid bond form than the one provided
 - e) Using pencil to fill out the bid
 - f) Using white out to make corrections to the itemized bid sheets
 - g) Not initialing changes made

All questions concerning the bid document preparation can be directed to the Jefferson County Public Works Department at 636-797-5427. Project specific questions can be directed to Kurt Wengert.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify Jefferson County Public Works Department, at 636-797-5340 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

cc

INSTRUCTIONS AND NOTICES TO CONTRACTORS

BIDDER SHALL INITIAL EACH SHEET ACKNOWLEDGING UNDERSTANDING AND ACCEPTANCE

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (CST) on JANUARY 10, 2017, and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

(1) PROPOSED WORK:

Layout, preparation, and installation of pavement markings on roadways maintained by Jefferson County Public Works. Work may include removal of existing markings where necessary.

- (2) PLANS AND SPECIFICATIONS:** Plans and specifications for this project are available through the Jefferson County, Missouri Government website (Jeffcomo.org) under the "Invitation for Bids/Request for Proposals" tab in the "Quick Links" box in the upper right corner of the homepage. It is the bidder's responsibility to obtain these documents from the provided source, including copies for use in construction if awarded the project. Paper copies of any documents will require advance notice and are subject to administrative fees for labor and material costs, similar to that of a "Freedom of Information Act" request. Plans, specifications, and any other project documents are made available only for the purposes of obtaining bids, and as a resource to the awarded contractor. These documents do not confer a license or grant for any other use.

- (3) CONTRACT DOCUMENTS AND SITE CONDITIONS:** Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents. Each bidder will, at his own expense, make such investigations and tests as the bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents. On request, the County will provide each bidder access to the site to conduct such investigations and tests, as each bidder deems necessary for submission of his Bid. The lands upon which the Work is to be performed rights - of - way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the projects specifications or plans.

- (4) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2016," and "Missouri Standard Plans for Highway Construction, 2016" and Supplemental Revisions (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted. All questions about the meaning or intent of the Contract Documents shall be submitted to the county project manager as stated on the "Bidder Checklist." Replies will be issued by Addenda, mailed or electronically delivered, to all parties recorded by the County Engineer as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications
Supplemental Plans to 2016 Missouri Std. Plans For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "County of Jefferson", and the term "Engineer" is a reference to the County Director of Public Works/Highway Engineer.

The contracting authority for this contract is Jefferson County Public Works.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE

Invitation for Bid

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Bidder's Initials

(5) **PRIME CONTRACTOR REQUIREMENTS:** The prime contractor must be on MoDOT's approved contractor listing at least 7 days before the day of the bid opening in order for MoDOT to concur with the award of this project. The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(6) **SUBCONTRACTORS:** No subcontract may be awarded by the prime contractor under this contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall submit a request to subcontract. This is not required for bid submittal. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:

- a. Copy of any subcontracts, if requested
- b. Certification by proposed subcontractor regarding equal employment opportunity;
- c. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
- d. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject.
- e. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors.
- f. Subcontractor shall have certificate of insurance with the same limits as the prime contractor listing Jefferson County Public Works as Additional Insured and as a certified holder. The endorsement is also required.
- g. E-verify MOU in its entirety.

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

(7) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(8) **SALES AND USE TAX EXEMPTION:** County of Jefferson, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(9) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

by December 31, 2017

(10) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day: \$500.00

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE

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Bidder's Initials

- (11) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

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

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

- (12) **SUBSTITUTE MATERIALS, EQUIPMENT, AND VALUE ENGINEERING:** The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by a Contractor, it must first be approved to be acceptable by the county. Proposals to alter the project design or specifications, otherwise known as "Value Engineering" must also be proposed, submitted, and accepted. Application for such acceptance will not be considered by County Engineer until after the "effective date of the Agreement". Bidders should assume that no modifications to the contract or design will be allowed for it is not guaranteed that a modification will be allowed. Bid on the plans and Specifications "As-Is" or with any issued addendum during the bidding phase.

- (13) **MATERIALS INSPECTION:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

- (14) **PREVAILING WAGE (STATE ONLY):** This contract requires the payment of no less than the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in "Annual Wage Order No. 23", that is attached to this bidding document. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE

CC

CC

- (15) WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted with the bid. A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

- (16) ANTIDISCRIMINATION:** any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

- (17) OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

- (18) ADDENDUM ACKNOWLEDGEMENT:** An addendum, if issued, will be posted on the County's website (Jeffco.com) in same location as these specifications), and will be emailed to the provided contact on the "Plan Holder Information Request" form. Bidder must submit the plan holder form with a valid contact to receive any addenda. By submitting a bid, the bidder acknowledges he or she was afforded equal opportunity to gain access and knowledge of any addenda. The County shall not be held liable for a bidder's failure to provide contact information leading to the failure to be aware of any contract modifications. The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

No Addenda ☐ I have checked the County's website for addenda and acknowledge there are no addenda

Addenda ☒ I have checked the County's website for addenda and acknowledge the contract modifications

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE
Invitation for Bid

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Bidder's Initials

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(19) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

AMERICA'S PARKING REMARKING INC., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 27 day of December 2016.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

CRAIG CEPICKY
Please print or type name and title of person signing here

PRESIDENT/OWNER

Attest:

Vicky L. Grotz
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE

CC

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

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

- (21) OPENING OF BIDS:** Bids will be opened publicly. All Bids shall remain open for sixty days after the day of the Bid opening, but the County may at their sole discretion, release any Bid and return the Bid Security prior to that date. The County reserves the right to reject any and all bids, to waive any and all informalities, and the right to reject non-responsive bids with MoDOT concurrence. In evaluating Bids, the County shall require Bidders to be on MoDOT's approved contractor listing at least 7 days before the day of the bid opening, and consider whether the Bid meets all requirements of the advertisement and proposal, and any alternates and all unit prices requested in the Bid forms are provided.

- (22) AWARD OF CONTRACT:** This project will be awarded to the lowest, responsive, responsible bidder. Per Section 130.060; Part A(3) of the Jefferson County Code of Ordinances, the County Council reserves the right to give preference and award the contract to a contractor based within Jefferson County when the difference in the delivered price is negligible. The Public Works Department defines the term 'negligible' in this section of the Code of Ordinance to mean less than a one-percent (1%) difference in the total bidding price.

The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County. The County may conduct such investigations as they deem necessary to assist in the evaluation of whether any Bid is responsive in accordance with the Contract Documents to the County's satisfaction within the prescribed time. If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening.

Section 39 of the General Provisions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security.

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE
Invitation for Bid

cc

cc

(24) **ITEMIZED BID:** Bid Forms must be completed in ink or by typewriter. The Bidder shall indicate, in figures, a unit price for each item on the form, the product of the respective quantities and unit prices in the column provided, the subtotal for each item group, and the gross sum (Total Bid).

In case of discrepancy between the gross sum shown on the bid and that obtained by adding the products of the quantities of work and the unit prices, the bidder agrees that the unit prices shall govern, and any errors found in said products and gross sum may be corrected by the County.

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

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

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

The address, phone number, and email to which communications regarding the Bid are to be directed must be shown.

Bids shall be submitted, in triplicate, at time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the other required documents.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof

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

- a. Complete and Submit Plan Holder's List Form prior to bid submittal (email before bid opening)
- b. Bid Submittal Cover Sheet with bidder's name printed or typed
- c. Instructions and Notices to Contractors initialed on each page, all spaces filled, signed.
- d. Balanced Bid Form, complete, signed, and embossed (if corporation), **addenda acknowledged and attached**
- e. Bid Guaranty/Bid Bond (Assurance Company's form is valid substitute to generic form herein)
- f. Bidder's Acknowledgement completed and signed
- g. Affidavit of Federal Employment Authorization (Annual Worker Eligibility Verification Affidavit)
- h. Disadvantaged Business Enterprise (DBE) Identification (within 3 days of bid opening)
- i. Certification Regarding Anti-collusion (see notice 12 above)
- j. Certification Regarding Use of Contract Funds for Lobbying (see notice 12 above)
- k. Certification Regarding Debarment and Suspension (see notice 12 above)
- l. Certification Regarding Affirmative Action and Equal Opportunity (see notice 12 above)
- m. Bid to be submitted in ink with proper signatures with no white out or initialed changes
- n. Enclose Certificate of Insurance

IN ORDER TO BE CONSIDERED A RESPONSIVE, RESPONSIBLE BIDDER, THE CONTRACTOR MUST READ, UNDERSTAND, COMPLETE AND SUBMIT 3 COPIES OF ALL FORMS WITHIN THIS BID SUBMITTAL PACKAGE, ALONG WITH OTHER SUBMITTAL REQUIREMENTS AS STATED ABOVE AND ON THE BIDDER CHECKLIST.

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

*PAINT PAVEMENT MARKING FOR ALL BID ITEMS ON THIS BID
IN 2017 FOR JEFFERSON CO, MO. AS NEEDED.*

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE

CC

CC

BID FORM

TO: JEFFERSON COUNTY, MISSOURI
BID FOR: 2017 HIGHWAY STRIPING PROGRAM
FEDERAL PROJECT NO. PW17PAVEMENTMARKING

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

(Enter Unit Prices Beginning on Next Sheet Below)

America's Parking Remarking
5640-B Telegraph Road
Suite #220
St. Louis, MO 63129

BID ITEMS:

Item Description	Unit	Estimated Quantity	Unit Price	\$ Amount
White Waterborne Pavement Marking Paint, Single Arrow (Left, Right, or Straight)	EACH	215	\$45.00	\$ 9,675.00
White Waterborne Pavement Marking Paint, Combination Straight/Left or Right Arrow	EACH	21	\$55.00	\$ 1,155.00
White Waterborne Pavement Marking Paint, Railroad Crossing Marker	EACH	5	\$200.00	\$1,000.00
White Waterborne Pavement Marking Paint, Crosswalk Markings	SQ FT	1,870	\$1.50	\$2,805.00
White Waterborne Pavement Marking Paint, 16 In. White, Yield Line Triangles (Per Location)	EACH	10	\$200.00	\$2,000.00
White Waterborne Pavement Marking Paint, Stop Bar Markings	SQ FT	3,000	\$1.50	\$4,500.00
4 In. Solid White Waterborne Pavement Marking Paint, Type P Beads	LF	2,200,000	.064	\$140,800.00
4 In. Solid Yellow Waterborne Pavement Marking Paint, Type P Beads	LF	3,800,000	.064	\$243,200.00
4 In. Intermittent Yellow Waterborne Pavement Marking Paint, Type P Beads	LF	13,300	.064	\$851.20
Pavement Marking Removal	LF	N/A	N/A	N/A
Pavement Marking Removal (Symbols)	EACH	N/A	N/A	N/A

PROJECT TOTAL

\$405,986.20

NOTICE TO BIDDER- Bidders must complete the submitted section in its entirety.

5. BIDDER agrees that the work will be completed by **December 31, 2017** or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to **Five Hundred Dollars (\$500.00)** for each day, as defined by Sec 108 of the **2016** Edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

W

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

Name: Kurt Wengert Title: Highway Superintendent Phone (636) 797-5427

Email: kwengert@jeffcomo.org Address: PO Box 100, Hillsboro MO 63050

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

8. **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

9. BIDDER has examined copies of all the Contract Documents including but not limited to the Bidder's Checklist, Bid Notice, Instructions and Notices to Contractors, and the following Addenda, if applicable. Bidder must acknowledge all addenda to be considered responsive.

NO.	Date Released	Bidder's Initials	Initial Above if No Addenda is Acknowledged
1	12/30/2016	CA	
2	/ /2016		
3	/ /2016		
4	/ /2016		



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

ADDENDUM #1

BID #: 17-0001

Invitation for Bid: HIGHWAY STRIPING 2017

Addendum 12-30-2016
Date Issued:

ORIGINAL INVITATION FOR BID NOTICE ISSUED: 12-14-2016

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 10, 2017 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

SAMPLE ENVELOPE

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

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. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor
Information:

Company Name	AMERICA'S PKG. REMARKING	Authorized Agent (Print)	CRAIG CEPICKY
Address	5640-B TELEGRAPH RD #220	Signature	PRESIDENT
City/State/Zip Code	ST. LOUIS, MO. 63129	Title	
Telephone #	(314) 591-5643	Date	12/30/16
E-mail	GROTHVICKY@ATT.NET	Tax ID #	75-3026772
		Fax #	(813) 633-0123

CC

ADDENDUM #1:

THE INVITATION FOR BID FOR HIGHWAY STRIPING 2017 BID SPECIFICATIONS HAS BEEN REVISED.

Complete addendum date released and initial on page 26 of original invitation for bid.

ADDENDUM NO. 1
TO
2017 HIGHWAY STRIPING PROGRAM
PW17PAVEMENTMARKING
COUNTY OF JEFFERSON, MISSOURI
DECEMBER 30, 2016

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents. Acknowledge receipt of this addendum in the space provided on the bid form. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

PW17PAVEMENTMARKING REVISIONS TO MODOT STANDARD SPECIFICATIONS:

Remove Paragraph 102.7 as shown on Page 65 of the IFB and replace with the following:

102.7 Preparation of Bidding Documents. All bids shall be properly signed, sealed and submitted in accordance with Sec 102.10. Each bidder shall specify in the bid, in figures, a unit price for each of the separate items listed in the bidding documents, except a unit price entry will not be necessary for those items having a quantity of one and only the amount for that item need be entered. Zero will be considered a valid bid. The bidder shall not enter zero in any "Unit Price" field unless zero is the intended bid for that item. A unit price left blank, with or without an extension, other than items having a quantity of one, will be considered as zero by the Commission. In case of alternate items, unit prices shall be entered for only one alternate, unless otherwise specified in the bidding documents. A unit price shall not exceed two three decimal places. Bids shall not contain interlineations, alterations or erasures except as noted in Sec 102.7.1. The bidder shall show the products of the respective unit prices and quantities in the amount column provided for that purpose. The extension of each line item shall be rounded to the nearest second decimal place value, with half cents rounded up. These extensions shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries in the bid shall be in ink or typewritten. If, in the sole discretion of the engineer, an obvious and apparent clerical error exists in the unit price listed for an item due to a misplaced decimal, but the extension appears to be correct and as intended in all respects, the engineer may correct the unit price bid in accordance with the extension listed. All errors in extensions or totals will be corrected by the engineer and such corrected extensions and totals will be used in comparing bids.

END OF ADDENDUM NO. 1

COMPLETE BID SUBMITTED on DECEMBER 27, 2016

By AMERICA'S PARKING REMARKING, INC.
(Corporation Name)

MISSOURI
(State of Incorporation)

(dba Name if Applicable)

By CRAIG CEPICKY
(Typed Name of Person Authorized to Sign)

x [Signature]
(Signature of Authorized Person)

PRESIDENT
(Title)

(Affix Corporate Seal)

Attest Vicky GROTH
(Typed Name of Secretary)

x Vicky Groth
(Signature of Secretary)

Business Phone: (314) 591-5643

Business Address: America's Parking Remarking
5640-B Telegraph Road
Suite #220
St. Louis, MO 63129

MAILING ADDRESS: AMERICA'S PARKING REMARKING
4846 SUN CITY CENTER BLVD.
SUITE #240
SUN CITY CENTER, FL. 33573

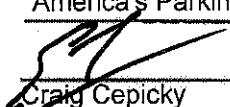
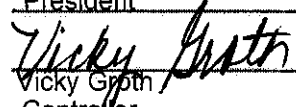
BID BOND

Suitable bid security in the amount of:

Twenty-five thousand dollars

(\$ 25,000) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

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

FIRM NAME America's Parking Remarking, Inc.
BY 
TITLE Craig Cepicky
President
ATTEST 
TITLE Vicky Groth
Controller
ADDRESS 5640 B Telegraph Rd Ste 220
St. Louis, MO 63129
TELEPHONE (314) 591-5643

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we America's Parking Remarking, Inc.
5640 B Telegraph Rd. Ste 220 St. Louis, MO 63129

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto County of Jefferson, Missouri

as Obligee, hereinafter called the Obligee, in the sum of Twenty-five thousand dollars

Dollars (\$ 25,000), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for County of Jefferson 2017 Highway Striping

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of December, 2016

Vicky Groth
Witness

America's Parking Remarking, Inc.
Principal (Seal)

By: [Signature]
Craig Cepicky, President Name/Title

Old Republic Surety Company
Surety (Seal)

[Signature]
Witness

By: [Signature]
Terry Reno, Attorney-in-fact Attorney-in-Fact

NOTARIAL ACKNOWLEDGEMENT

STATE OF Illinois }
COUNTY OF Piatt }

On this 29th day of December, 2016 before me, a Notary Public of the state and county aforesaid residing therein, duly commissioned and sworn, personally came Terry Reno to me known, who being by me first duly sworn according to the law, did depose and say that he/she resides in Champaign, IL. That he/she is an attorney in fact for Old Republic Surety Company the corporation described in and which executed the foregoing instrument, that he/she knows the seal of said corporation, that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and the he/she signed his/her name thereto by like order; that he/she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.


Notary Public





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JERRY COX, TERRY RENO, PATRICK L. ROUSE, LINDA K. PAYNE, M. SCHWEITZER, DIANNA R. RILEY, OF CHAMPAIGN, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWENTY MILLION DOLLARS (\$20,000,000) ----- FOR ANY SINGLE

OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of DECEMBER, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 7TH day of DECEMBER, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3611



Signed and sealed at the City of Brookfield, WI this 29th day of December, 2015.

June E. Pearson
Assistant Secretary

GTPS INSURANCE AGENCY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

BIDDER'S ACKNOWLEDGMENT

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

STATE OF Missouri)
COUNTY OF ST. LOUIS Co.) SS.

On this 27th day of December 2016, before me appeared CRAIG CEPICKY to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

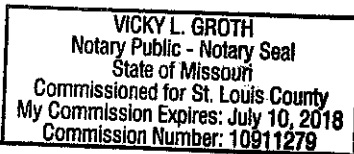
(if a ~~sole~~ individual) acknowledged that he executed the same as his free act and deed.

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

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

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

Witness my hand and seal at ST. LOUIS COUNTY, MO
The day and year first above written.

(SEAL) 

Vicky L. Groth
Notary Public

My commission expires July 10 2018

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri

COUNTY OF ST. LOUIS Co.

On the 27 day of Dec., 2016, before me appeared CRAIG CEPICKY, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the PRESIDENT of AMERICA'S PKG. REMARKING and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

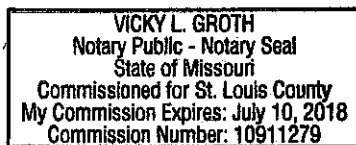
• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

[Signature]
Affiant Signature

Subscribed and sworn to before me in ST. LOUIS Co., MO, the day and year first above-written.
city (or county) state



My commission expires:

July 10, 2018

[Signature]
Notary Public

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

Company ID Number: 189709

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 **AMERICAS PARKING REMARKING, 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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 189709

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 **AMERICAS PARKING REMARKING, INC.**

Vicky Groth

Name (Please Type or Print)

DIRECTOR OF OPERATIONS

Title

Electronically Signed

Signature

Vicky L. Groth

02/11/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/11/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 189709

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: AMERICAS PARKING REMARKING, INC.

Company Facility Address: 1060 Vondera Avenue

Union, MO 63084

Company Alternate
Address:



America's Parking Remarketing

4846 Sun City Center Blvd.

Suite #240

Sun City Center, FL. 33573

County or Parish: FRANKLIN

Employer Identification

Number: 753026772

North American Industry
Classification Systems

Code: 811

Parent Company: Americas Parking Remarketing, Inc.

Number of Employees: 5 to 9

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)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 189709

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Vicky L Groth**
Telephone Number: **(314) 591 - 5643**
E-mail Address: **grothvicky@att.net**

Fax Number: **(314) 846 - 8133**

Name: **Craig S Cepicky**
Telephone Number: **(314) 591 - 5643**
E-mail Address: **ccepicky@att.net**

Fax Number: **(314) 846 - 8133**

AGREEMENT FORM

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

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

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the 2017 HIGHWAY STRIPING PROGRAM. The work is generally described as follows:

The proposed work includes:

Layout, preparation, and installation of pavement markings on roadways maintained by Jefferson County Public Works. Work may include removal of existing markings where necessary.

ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with Section 30 of the General Provisions **no later than December 31, 2017**. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

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

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to **Five Hundred Dollars (\$500.00)** for each day, as defined by Sec 108 of the 2016 Edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

ARTICLE 4. CONTRACT PRICE

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

BID ITEMS:

Item Description	Unit	Estimated Quantity	Unit Price	\$ Amount
White Waterborne Pavement Marking Paint, Single Arrow (Left, Right, or Straight)	EACH	215		
White Waterborne Pavement Marking Paint, Combination Straight/Left or Right Arrow	EACH	21		
White Waterborne Pavement Marking Paint, Railroad Crossing Marker	EACH	5		
White Waterborne Pavement Marking Paint, Crosswalk Markings	SQ FT	1,870		
White Waterborne Pavement Marking Paint, 16 In. White, Yield Line Triangles (Per Location)	EACH	10		
White Waterborne Pavement Marking Paint, Stop Bar Markings	SQ FT	3,000		
4 In. Solid White Waterborne Pavement Marking Paint, Type P Beads	LF	2,200,000		
4 In. Solid Yellow Waterborne Pavement Marking Paint, Type P Beads	LF	3,800,000		
4 In. Intermittent Yellow Waterborne Pavement Marking Paint, Type P Beads	LF	13,300		
Pavement Marking Removal	LF	N/A		
Pavement Marking Removal (Symbols)	EACH	N/A		

PROJECT TOTAL

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Section 33 of the General Provisions. The Engineer as provided in the General Provisions will process application for Payment.

- 5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.
- 5.1.1 The Owner may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be as provided by Section 109.9.
- 5.1.2 When the Contractor receives any payment from the Owner, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 33 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Public Works Department for the Contractor's review.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.



ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Provisions (page 1 to 13, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR 2017 HIGHWAY STRIPING PROGRAM, PW17PAVEMENTMARKING and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers ___ to ___, inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 35 of the General Provisions).

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Section 1 of the General Provisions shall have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

- 9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.
- 9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.
- 9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

ARTICLE 10. VENUE

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

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

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Wallace Date: 3/6/2017
COUNTY EXECUTIVE

ATTEST: Randy B. Hobman by Katherine E. Missey
COUNTY CLERK DEPUTY CLERK

FOR: AMERICA'S PARKING REMARKING, INC.

BY: [Signature] Date: 12/27/16
CONTRACTOR

ATTEST: Vicky L. Groth

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

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____

of
(firm)

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

State of _____ (hereinafter called the "Contractor"),
and _____

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

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

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

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

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

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

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

(SEAL)

Attest:

_____ By _____

(SEAL)

Attest:

_____ By _____

ca

PAYMENT AND MATERIALS BOND

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

_____, as Principal, and _____,
Surety and Address

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

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

_____; and
describe briefly

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

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

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By _____

SURETY

By _____

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

GENERAL PROVISIONS

1) **DEFINITIONS:** The following terms as used in these Contract Documents are respectively defined as follows:

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

2) **NOTICE:** Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid. Notice may also be given by hand delivery to the authorized representative

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

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

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

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

4) **PLANS / PROJECT SPECIFICATIONS:** Unless otherwise provided in the Contract Documents, the Plans, Project Specifications and subsequent addendums are available; free of charge, as a downloadable file from the Jefferson County website (<http://www.jeffco.org/PublicWorksProjects.aspx?modelD=Purchasing>). The Contractor will be responsible for reproducing the plans necessary to carry out all the work.

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

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

All workers shall have sufficient skill and experience to properly perform the work assigned to them. The owner may demand the dismissal of any person employed by the contractor in, about or upon the work who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such person shall not again be employed thereon without the written consent of the owner. Should the contractor continue to employ or re-employ any such person, the owner may suspend the work until the contractor complies with such orders.

- 6) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, rules and regulations bearing in the conduct of the work and shall obtain at his expense all permits and licenses necessary for the prosecution of the work.

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

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

- 7) **USE OF JOB SITE:** The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinance, permits, easements or plans and shall not encumber the premises with his materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 14) **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.
- 15) **BLASTING:** The Contractor shall comply with all Federal, State, County and municipal laws, rules and regulations applicable to the transportation, storage or use of explosives.

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

- 16) **OTHER CONTRACTS:** The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, and carefully schedule and fit his own work to that work provided under the other contract. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.
- 17) **CUTTING AND PATCHING:** The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts connect with the work of other contractors shown upon, or reasonably implied by the plans and specifications. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor.
- 18) **CLEANING UP:** The Contractor shall at all times keep the premises free from accumulation of waste material of rubbish and at the completion of the work shall remove from and about the site all his rubbish, tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 23) **SUBLETTING OR ASSIGNING THE CONTRACT:** The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County.

Second tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to insure that his subcontractors do not, in turn, subcontract any portion of the work.

The Contractor shall furnish to the County a signed copy of all subcontracts at or before the pre-construction meeting. This applies to Federal and local projects.

The Prime Contractor must be on MoDOT's approved Contractor Listing unless otherwise stipulated in the contract. The Prime Contractor must also perform with its own organization, contract work amounting to not less than 30% of the total original contract price. This applies to Federal and local projects.

- 24) **WARRANTIES AND GUARANTEES:** Clauses that require the contractor to guarantee materials and workmanship and otherwise maintain the work for a specified period after satisfactory completion and final acceptance will not be approved. This is not even permissible as a non-participating bid item.

Routine warranties or guarantees provided by a manufacturer are valid. Contractors' warranties or guarantees providing for satisfactory in-service operation of mechanical and electrical equipment and relates components for a period not to exceed six (6) months following project acceptance are permissible

- 25) **INSPECTION BY JEFFERSON COUNTY, MoDOT and FHWA:** The Contractor shall assure that representatives of the County, MoDOT, and FHWA shall have the opportunity at any time to inspect and review the work done by the Contractor and his subcontractors on this project and shall grant them access to all parts of the work.

- 26) **MATERIAL TESTING:** All project sampling and testing of materials shall be performed by the County or by a consultant employed by the County. The Contractor shall assure that representatives of the County, consultants employed by the County, or MoDOT, has the opportunity to sample and test materials used on this project. Acceptance testing specified to be conducted by LPA or Consultant hired by LPA. Inspector must be MoDOT Certified (EPG 136.11.17.1 and EPG 106.18). Costs associated with providing the sample materials shall be incidental to the cost of the project.

- 27) **TRAFFIC CONTROL:** The Traffic Control Plan for overlay projects must follow the Federal Highway Administration's Manual On Uniform Traffic Control Devices (MUTCD 2009 including revision 1 and 2, May 2012) for all traffic control operations. The Traffic Control Plan for other projects shall also follow the MUTCD guidelines and any detailed requirements shown on the plans and/or job special provisions.

- 28) STORM WATER POLLUTION PREVENTION PLAN (SWPPP):** The County's Storm Water Pollution Prevention Plan will be as stated in this General Provision and/or as shown on the plans.

The primary purpose of this plan is to protect the public and waterways from the adverse effects of construction.

For all of Jefferson County projects, the County's "Erosion and Sediment Control/Storm Water Management Design Manual" shall be followed. A copy of that manual is available on the Jefferson County website at:

<http://www.jeffcomo.org/StormwaterErosion.aspx?nodeID=StormwaterDivision>

For projects without a drawing showing erosion and sediment control measures, the Engineer or his representative will direct what measures are to be used and where they will be placed. Pay items for these measures will be in the table of "ESTIMATED QUANTITIES". Any measures not covered by a pay item or not specifically addressed on the Plans or Specifications will be by negotiated price.

Maintenance of any item utilized, will be considered incidental to that pay item. Maintenance shall be considered as the repair or replacement of any measure paid for, but not properly functioning before final acceptance of the project. Maintenance shall take place at the time as directed by the Engineer.

Concrete wash down pits shall be utilized for the washing of all concrete trucks. The pits shall be of adequate size to handle all wash down water. The pits shall be lined with a plastic liner (10 mil minimum) to prevent the seepage of the water into the adjoining ground. Berms may be necessary to prevent the migration of any splash water into the streams. The hardened waste from the wash down pits shall be removed and broken into pieces no larger than one cubic foot. The waste concrete pieces may be used as revetment, but will not be considered in measurement for payment. The cost of the wash down pits, berms and disposal shall be incidental to the cost of the concrete.

Any spillage of hazardous waste shall be cleaned up by the Contractor at no additional cost to the Owner. Measures shall be taken to ensure that no hazardous waste reaches a stream or adjoining property.

Any fines assessed for not following the SWPPP, will be the sole responsibility of the Contractor. If the Owner is fined by a State or Federal agency, liquidated damages in the amount of the fine will be charged to the Contractor by the Owner. Contractor agrees that it shall remit payment for said liquidated damages immediately upon request by Owner. Failure to do so may, at the Owner's option, be considered a breach of contract thereby entitling Owner to such other damages as may result. These damages shall be in addition to the liquidated damages described in this paragraph.

- 29) SCHEDULE AND PROGRESS REPORTS:** The Contractor shall, within 15 calendar days after date of notice to proceed, submit to the Owner five copies of a diagram covering operations in the work for the County's review and approval subject to update. The diagram will be used as a basis for review of monthly progress reports until the project is completed. At the request of the Owner, the diagram may be updated to demonstrate actual progress.
- 30) TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The parties recognize that time is of the essence of this contract and, after the Contractor receives notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within the respective number of days specified in the proposal.

If the Contractor fails to complete the work within the time specified, or any extension thereof granted hereunder, the Contractor should pay the Owner the sum specified in the Contract for each day, as defined by Sec 108 of the 2016 Edition of the "Missouri Standard Specifications for Highway Construction", the Contractor is in default. It is agreed that said daily sum is to be paid, not as a penalty, but as compensation to the Owner as liquidated damages for loss which the Owner will suffer because of such default through increased administrative and engineering costs and other tangible and intangible costs. Such damages may be at the Owner's option, be deducted from any monies held by it which are payable to the Contractor.

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

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

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

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

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

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

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

Payment shall be made to the Contractor monthly, based upon the approved pay request. The **final payment** shall be paid to the Contractor, subject to approval of the final change order, within 30 days after completion and acceptance of the entire work herein contracted for, and upon receipt by the County, and approval of, all final documentation. Final documentation shall include:

- Affidavit of Compliance form (PW-4),
- Contractor's certification regarding settlement of claims
- Contractor's Final Pay Request,
- Letter from contractor stating the amount for completion of project,
- Contractor's Final Lien Waiver, the release by materials suppliers and subcontractors of having received full payment
- all certified payrolls from contractors and subcontractors,
- All Material certifications as noted in the bidding documents.

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

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The requirements set forth in Section 109 of the Missouri Standard Specifications for Highway Construction for payments, retained percentage, release of retained percentage, prompt payment to subcontractors and suppliers and final payment shall apply to all contracts where the Federal Government is participating in the cost of construction.

- 34) **PAYMENTS NO EVIDENCE OF PERFORMANCE:** No certificate for payment made under this contract except the final certificate of final payment, shall be evidence of the performance of this contract, either wholly or in part. No Payment shall be construed to be an acceptance of defective work or improper materials.
- 35) **CHANGES:** The Owner and/or the Consultant shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. No such change shall be valid unless made in writing by the Owner or Consultant, and for all Federal Aid Contracts such changes shall first be approved by both the Missouri Highway and Transportation Department and the Federal Highway Administration.

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

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

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

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

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

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

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

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

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

In computing the hourly rental of such equipment, less than 30 minutes shall be considered ½ hour, except when the minimum rental to be paid shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the Owner or Consultant, towing or transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$50.00 each or less.

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

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

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

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

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

- 37) **RESPONSIBILITY:** Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the Owner or the Consultant or relieving the Contractor from his liability as an independent contractor and, as such, he shall perform his work, including, but not limited to, supervision and control of his own personnel and scheduling of the work as required to ensure its proper and timely performance, and he shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the execution of the work.

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

38) INDEMNIFICATIONS AND INSURANCE:

Responsibility for Claims for Damage or Injury:

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

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

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

Contractor's Responsibility for Work:

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

Liability Insurance Requirements

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

Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given at least 30 days' advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the County, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to: Director of Public Works, Jefferson County Public Works Department, 725 Maple Street, PO Box 100, Hillsboro, Missouri 63050. The Contractor shall furnish the County with a complete copy of the policy prior to the time the Contractor commences work on the site of the project. Failure to furnish evidence of proper insurance, or complete insurance policies will result in temporary suspension of work and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

Workers' Compensation Liability Insurance

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

Commercial General Liability Insurance

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

Commercial Auto Liability Insurance

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

Additional Insureds

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

Subcontractor's Coverage

If any part of the contract is subcontracted, each subcontractor, or the Contractor on behalf of the subcontractor, shall obtain the same commercial general liability insurance and commercial automobile liability insurance coverage. The commercial general liability insurance shall name the same entities specified above as additional insureds, and shall have the same separation of insureds conditions.

Railroad Protective Liability Insurance

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

Insurance with Other Than Missouri Companies

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

Third Party Liability

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

Personal Liability of Public Officials

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

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

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

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

- 40) **ROYALTIES AND PATENTS:** The Contractor shall indemnify, defend and save harmless the Owner and the Consultant from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses which may come against or be incurred by the Owner or the Consultant by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner, the Owner shall have the right, without impairment of the foregoing indemnification, to retain from the money due and to become due said Contractor a sufficient amount of money to protect itself against loss.
- 41) **SPECIFICATION CONFLICTS:** Where any provision of specifications referred to or incorporated into the Contract Documents is inconsistent or in conflict with the provisions of the Contract Documents, the provisions of the Contract Documents shall govern.
- 42) **STANDARDS:** Where materials and methods are indicated in the specifications as being in conformance with a standard specification, reference in all cases shall be to the latest edition of the specification and shall include all interim revisions, unless specifically stated otherwise.
- 43) **FEDERAL EMPLOYMENT AUTHORIZATION:** The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 285.525 to 285.555. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

No Contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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

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

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

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

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

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

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

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

This section shall take effect on August 28, 2009.

END OF GENERAL PROVISIONS

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

AMERICA'S PARKING REMARKING

Company Name

County of Jefferson, State of Missouri

[Signature]

Signature

CLAUIG CEPICKY

Print

[Signature]

Kenneth B. Waller County Executive

Company Address: _____

America's Parking Remarking

5640-B Telegraph Road

Suite #220

St. Louis, MO 63129

Phone: (314) 591-5643

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: HIGHWAY STRIPING 2017

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?

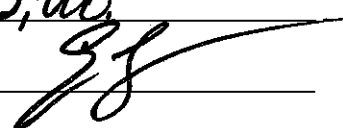
Yes ☒ No ☐

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: \$ 5,000.⁰⁰

BY: CRAIG CEPICKY 

TITLE: PRESIDENT

COMPANY: AMERICA'S PARKING REMARKING.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (314) 591-5643 E-mail GROTHVICKY@ATT.NET

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