

0192

INTRODUCED BY: COUNCIL MEMBER (s)

Temy

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 ADMINISTRATION CENTER RENOVATION PROJECT**  
5           **NUMBER PW19B007BLD; AND AUTHORIZATION FOR THE COUNTY**  
6           **EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**  
7           **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**  
8           **PROPOSALS.**

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

12 BID NAME

13 Administration Center Renovation Project Number PW19B007BLD

14 **NUMBER OF BIDS RECEIVED**

15 2

16 DATE OF BID OPENING

17 2-5-2019

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

**FILED**

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 Brockmiller Construction, Inc. for the  
5       lower level base bid for a term from date of approval to 02-24-2020, upon approval by the  
6       County Council and County Executive for **up to \$101,500.00 per project, for total**  
7       **amount not to exceed \$101,500.00 for the project**, subject to budgetary 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(s)  
12       bidding for each respective item or service as follows:

13                            BID NAME

14                            Administration Center Renovation Project Number PW19B007BLD

15                            TERM

16                            date of approval to 02-24-2020

17                            Upon approval by the County Council and County Executive

18                            AMOUNT

19                            **Up to \$101,500.00 per project,**

20                            **for total amount not to exceed \$101,500.00 for the project,**

21                            subject to budgetary limitations

22                            AWARDED BIDDER

## Brockmiller Construction, Inc.

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

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

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

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

Council Member District 1, Brian Haskins

Yes

Council Member District 2, Renee Reuter

Yes

Council Member District 3, Phil Hendrickson

Yes

Council Member District 4, Charles Groeteke

Yes

Council Member District 5, Tracey Perry

Yes

Council Member District 6, Daniel Stallman

Yes

Council Member District 7, James Terry

Yes

THE ABOVE BILL ON THIS 25th DAY OF February, 2019:

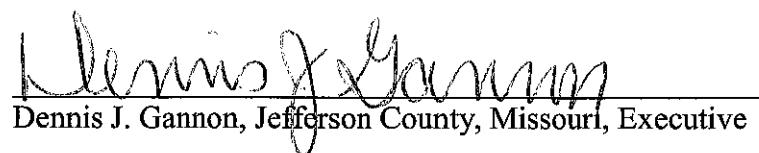
X PASSED        FAILED

Charles Groeteke, County Council Chair

Leah Smith, Executive Assistant

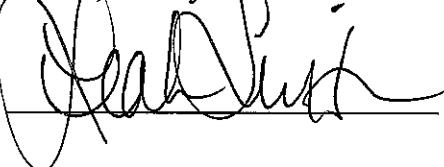
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 26<sup>th</sup> DAY OF February, 2019.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller  
Ken Waller, County Clerk  
BY: 

Reading Date: 02-25-2019



**JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

PENGAD 800-631-6889

EXHIBIT

A

**BID #: 19-0008**

**Invitation for Bid: ADMINISTRATION CENTER RENOVATION  
PROJECT NO. PW19B007BLD**

**Date Issued: 1-9-2019**

BIDS SHALL BE ACCEPTED UNTIL: **TUESDAY, FEBRUARY 5, 2019, AT 2:00 P.M. LOCAL TIME.**

**Specification**

**Contact:**

**JASON JONAS**

Department of Public Works

636-797-5369

[jjonas@jeffcomo.org](mailto:jjonas@jeffcomo.org)

**Contract**

**Contact:**

**VICKIE PRATT**

Department of Administrative Services

636-797-5380

**ORDINANCE**

No.

19-0172

**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:**  
**ONE YEAR CONTRACT  
WITH A ONE YEAR  
RENEWAL OPTION  
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:**

<u>Brockmiller Construction, Inc.</u>	<u>W. B. Giessing, II</u>	
<b>Company Name</b>	<b>Authorized Agent (Print)</b>	
<u>14 N. Middle St., P.O. Box 387</u>	<u></u>	
<b>Address</b>	<b>Signature</b>	
<u>Farmington, MO 63640</u>	<u>President</u>	
<b>City/State/Zip Code</b>	<b>Title</b>	
<u>(573) 756-2516</u>	<u>02/05/19</u>	<u>43-0839097</u>
<b>Telephone #</b>	<b>Date</b>	<b>Tax ID #</b>
<u>biddoc@brockmillerconstruction.com</u>	<u>(573) 756-8475</u>	<u>Fax #</u>
<b>E-mail</b>		

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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": 

### 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.

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.

**1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**1.9 ALTERNATE BIDS:**

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

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

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

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

**A. ( X )Required ( ) Not Required      Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**B. ( X )Required ( ) Not Required      Professional Liability Insurance**

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

C. (  ) 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.jeffccmo.org](http://www.jeffccmo.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.

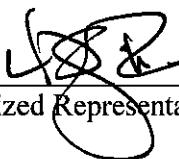
**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

## 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 W. B. Giessing, II (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Brockmiller Construction, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Administration Center Renovation (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 Brockmiller Construction, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Administration Center Renovation (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

W. B. Giessing, II  
\_\_\_\_\_  
Printed Name

President \_\_\_\_\_ 02/05/19  
Title \_\_\_\_\_ Date

Subscribed and sworn to before me this 5th of February, 2019. I am  
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on 06/12/2021.  
(NAME OF STATE) (DATE)

  
\_\_\_\_\_  
Signature of Notary 02/05/19  
Date



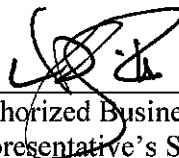
GINA MCCAIN  
My Commission Expires  
June 12, 2021  
Jefferson County  
Commission # 13403896

**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

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

W. B. Giessing II, President  
Authorized Business Entity  
Representative's Name  
(Please Print)



\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

Brockmiller Construction, Inc.  
Business Entity Name

02/05/19  
Date

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

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

AND

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

**In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 5th day of February, 2019:**

Brockmiller Construction, Inc.

---

**Company Name**

---

**Signature**

W. B. Giessing, II, President

---

## Print

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

14 N. Middle St., P.O. Box 387

Farmington, MO 63640

**Phone:** (573) 756-2516

**County of Jefferson, State of Missouri**

## Dennis Gannon County Executive

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

## County Auditor

**APPROVED AS TO FORM**

---

## ~~County Counselor~~

## COOPERATIVE BID FORM

**Bid Name:** Administration Center Renovation

**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 X 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:** \$ to be determined

BY: W. B. Giessing, II

W. B. Giessing, II  
TITLE: President

**COMPANY:** Brockmiller Construction, Inc.

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

**Phone** (573) 756-2516      **E-mail** biddoc@brockmillerconstruction.com

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

# PROJECT BID PACKAGE

Administration Center Renovation

Project No. PW19B007BLD



Jefferson County, Missouri  
P.O. BOX 100  
HILLSBORO, MO 63050

# REQUEST FOR BID

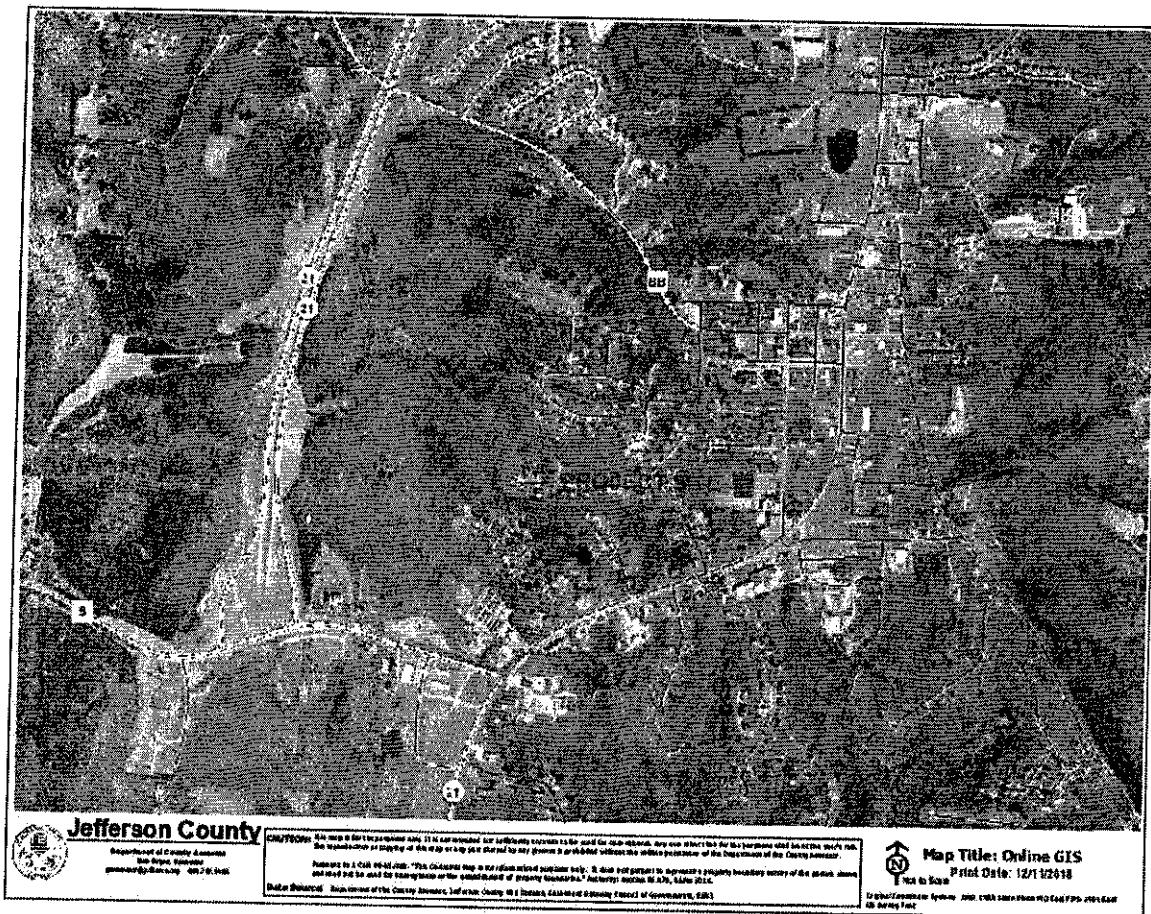
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## PROJECT LOCATION MAP

Administration Center, Hillsboro, Missouri 63050



## BID NOTICE

Sealed bids for the Administration Center Renovation Project No. PW19B007BLD, will be received at the Office of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri 63050 until 2:00 o'clock P.M. (CDST) on the February 5, 2019, 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 the remodeling of existing office spaces; with associated electrical/telecommunications, HVAC, plumbing, etc. improvements. The contractor will be responsible for providing the materials, labor and equipment necessary to complete the project in a timely manner in accordance with these Specifications and Contract Documents. The contractor shall be responsible for arranging delivery of materials to job sites. The bid shall also include disposal of all waste and demolition materials. Pre-bidding job site visits can be scheduled by contacting Mark McGee at (636)797-5011.

Work shall be in accordance with the Specifications, and Contract Documents. Where not specifically covered by these Specifications or Contract Documents, the Contractor shall adhere to the Latest Edition of the, Jefferson County Building Code or City of Hillsboro, Missouri Building Code requirements, whichever governs.

Specifications for this work will be available, at no cost, as a downloadable file from the Jefferson County website (<http://www.jeffcomo.org>), beginning January 14, 2019. The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening.

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 bids shall be made on the forms provided. The Jefferson County, Missouri hereby reserves the right to reject any or all bids, to waive any informality in the bids received and to accept the bid that in its judgment will be for the best interest of Jefferson County, Missouri.

Contractors and sub-contractors who sign a contract to work on public works projects 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.

Each bid must be accompanied by a certified check or satisfactory bid bond payable to Jefferson County, Missouri, in the amount of five percent (5%) of the total amount of bid as a guarantee that the successful bidder will enter into a contract and furnish the required bonds within fifteen (15) days after the award is made.

END BID NOTICE

## 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: Jefferson County Administration Center Renovation

Project Number: PW19B007BLD

Project Estimates:	Base Bid Only	\$108,880.00
	Base Bid w/ Bid Option 1	\$163,315.00

Bid Opening Date: February 5, 2019

Company Name: Brockmiller Construction, Inc.

Company Address: 14 N. Middle St., P.O. Box 387

Farmington, MO 63640

Contract Name: W. B. Giessing II, President

Contact Phone: (573) 756-2516

Contact Email: biddoc@brockmillerconstruction.com

Email Completed Form To: pwprojects@jeffcomo.org

## INSTRUCTIONS TO BIDDERS AND NOTICE TO CONTRACTORS

(1) **PROPOSED WORK:** The proposed work includes the remodeling of existing office spaces; with associated electrical/telecommunications, HVAC, plumbing, etc. improvements. The contractor will be responsible for providing the materials, labor and equipment necessary to complete the project in a timely manner in accordance with these Specifications and the Project Manual. The contractor shall be responsible for arranging delivery of materials to job sites. The bid shall also include disposal of all waste and demolition materials.

(2) **PLANS AND SPECIFICATIONS:** Plan drawings and specifications for this project are available through the Jefferson County, Missouri Government website (Jeffcom.org) under the "Invitation for Bids/Request for Proposals" tab in the "Services" box in the upper portion of the homepage. It is the bidder's responsibility to obtain these documents from the provided source, including copies for use in construction. Paper copies of any documents will require advance notice and are subject to administrative fees for labor and material costs. Plans, specifications, and any other contract 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 themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize themselves 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 their own expense, make such investigations and tests as the bidder may deem necessary to determine their Bid for the 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 property upon which the Work is to be performed is identified in the project specifications or plan drawings.

(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 and the request for bid, including any and all appendices, special provisions, general provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. By submitting this bid, the contractor acknowledges that all specifications, including those that are referenced in the bid documents, shall be specifications of the contract. 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. All questions about the meaning or intent of the Contract Documents shall be submitted to the County Engineer. 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 bidder must have completed and submitted the Plan Holder's Contact form to be recorded as having received the Bidding Documents.

**(5) 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 a certificate of insurance with the same limits as the prime contractor listing Jefferson County, Missouri as Additional Insured and as a certified holder. The endorsement is also required.

**(6) SALES AND USE TAX EXEMPTION:** Jefferson County, Missouri, 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.

**(7) 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:

Calendar Days: 120

**(8) BID GUARANTY:** The bidder shall submit a bid bond as specified on the Bid Bond Form.

**(9) 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 shall be as follows:

Liquidated damages per day: \$ 500

**(10) ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure 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.

**(11) PREVAILING WAGE (STATE ONLY):** This contract requires payment of 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 the "Annual Wage Order" that is effective 10 calendar days prior to bid opening. 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.

**(12) 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](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](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.

**(13) 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 Animal Resource (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.

**(14) ADDENDUM ACKNOWLEDGEMENT:** The bidder agrees 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.

**(15) 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 define 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 four-five days after the date of the Bid opening.

## 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. Wherever the Owner is specified, it shall also be construed to mean Jefferson County, Missouri.
- b) "County" – Jefferson County, Missouri
- c) "Engineer" – County Engineer, Director of Public Works, or any appointed designee.
- d) "Architect" – The architectural firm responsible for the preparation of construction plan drawings and specifications and/or contracted to assist the County with construction phase services.
- e) "Contractor" - The person, firm, or corporation to whom the contract is awarded.
- f) "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.
- g) "Contract Documents" - The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, the Proposal, the Plan Drawings and Specifications, and the Project Manual.
- h) "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.
- i) "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 of the Owner.

**(3) INTENT OF THE CONTRACT DOCUMENTS:** The intention of the Contract Documents is to include in the contract price the cost of all labor, materials, water, fuel, tools, plant, equipment, light, transportation, professional services support 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 complementary 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 Manual and subsequent addendums are available; free of charge, as a downloadable file from the Jefferson County website. The Contractor will be responsible for reproducing the plans necessary to carry out all the work.

In the case of discrepancy in the plans, the matter shall be immediately submitted to the Architect 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. Unless provided for in the contract, or granted a waiver, permits required from other departments of the county shall be obtained by the contractor.

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. **Before award, the lowest bidder shall prove that delinquent property taxes are not owed to Jefferson County, MO, by submitting receipt of payment for last 3 years, or a notarized affidavit, on company letterhead, stating that the bidder does not own any real estate or personal property in Jefferson County.** Past receipts can be obtained from <http://jeffersonmo.devnetwedge.com>. The engineer may require proof that any or all tax liabilities of the contractor are not in a state of delinquency.

A sales tax exemption for construction materials is allowed by RSMo Section 144.062 RSMo, which applies to contractors for the County. If applicable to this contract, 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 a neat, sanitary job site, and accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of laws or ordinances.

(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 improperly located items, horizontally or vertically, may be subject to removal and replacement at the Contractor's expense. The Owner or Architect 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 as stated herein.

(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 Architect. 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 Architect 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 Architect 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 this provision, 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 to 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.

All disturbed areas, material stockpiles, and equipment staging areas, shall be protected from erosion. All receiving streams and waterways shall be protected from siltation, pollutants, or any other material considered to be hazardous by any governmental regulator of streams and waterways. Crossings shall be installed for the passage of equipment across any stream or waterway, and allow free passage of water and aquatic life beneath the crossing. The crossing type shall be approved by the Engineer prior to installation. Unless otherwise listed as a bid item or incidental to another bid item, the contractor shall satisfy this requirement at his own expense.

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 of 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. All persons on the site shall have completed, and have the ability to present proof of, a minimum of 10- hour OSHA construction safety training, or another comparable program.

(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. It shall be at the sole discretion, and not to be assumed as a guarantee to the contractor, for the engineer to determine if conflicting, overlapping, or neighboring activities, was the sole cause of an unintended delay in the contractor's work schedule.

(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 AND INSPECTION:** The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance of work by the Architect, the Owner, or any other governmental agency that has 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 will 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. Acceptance by the Owner may be contingent upon the acceptance by other governmental

bodies.

(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 Architect, for approval, certified copies of test results made of the materials or articles, which he contemplates incorporating in the work. Shop Drawings and/or 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 engineers and state transportation officials.

(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, or their provided third party, and may not be exact, particularly with regard to underground installations. The contractor shall use the Missouri One-Call System to satisfy this requirement.

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 of the contractor's work, interruption to utility service, or 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, and as a result of damage within the project limits, the contractor shall notify the appropriate utility authorities immediately, 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, 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 compensation will be provided 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 Architect. If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Architect, 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 another 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 ensure 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.

(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) **MATERIAL TESTING**: All project sampling and testing of materials shall be performed by the County or by a testing firm contracted by the County. The Contractor shall assure that representatives of the County, testing firm contracted by the County, has the opportunity to sample and test materials used on this project. Costs associated with providing the sample materials shall be incidental to the cost of the project.

(26) **TRAFFIC CONTROL**: All contractor operations, whether within the contract or incidental, shall adhere to the Federal Highway Administration's Manual On Uniform Traffic Control Devices (MUTCD 2009 including revision 1 and 2, May 2012). Unless otherwise listed as a bid item or incidental to another bid item, the contractor shall satisfy this requirement at his own expense.

(27) **STORM WATER POLLUTION PREVENTION PLAN (SWPPP):** The County's Storm Water Pollution Prevention Plan shall be the "Erosion and Sediment Control/Stormwater Management Design Manual" Chapter 505, Jefferson County Code of Ordinances. The ordinance can be found at the web address <http://www.ecode360.com/JE3328>.

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. Any measures not covered by a pay item or not specifically addressed in the Plans or Specifications as incidental will be by negotiated price. 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.

Contractors shall provide the proper equipment, materials, and labor to perform dewatering measures for all drilling, saw cutting, or any other activity that can result in the creation of drilling "Slurry." Contractors shall submit a dewatering plan at the request of the Engineer. Dewatering activity costs shall be incidental to other items in the contract. 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.

(28) **SCHEDULE AND PROGRESS REPORTS:** The Contractor shall, as stated and required in the Contract Documents, submit to the Owner a project work schedule, covering all major operations in the work, for the County's review and approval. At the request of the Owner, the diagram shall be updated for relevancy to actual progress.

(29) **TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The parties recognize that time is of the essence of this contract and, after the Contractor receives a notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within the respective number of calendar days specified in the Contract Documents.

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 Documents for each day 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 a 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. At the Owner's discretion, unreasonable response time in the preparation and submittal of any required paperwork may also justify charging of working days or liquidated damages compensation. The date that liquidated damages are no longer applicable shall be the date of final acceptance from the Owner to the Contractor.

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

Payment shall be made to the contractor once per month, upon agreement and approval of the contractor submitted pay request. By the 15th calendar day of each month, the Contractor shall submit to the Owner, a pay estimate, in AIA standard format, showing the dollar amount requested for each line item represented in the contract. The engineer may request additional, or alternate invoicing requirements, depending on the structure of the original bid. The final payment shall be paid to the Contractor, subject to final acceptance of construction and approval of the final change order, within 30 days after completion and acceptance of the entire work herein be contracted for, and upon receipt by the County, and approval of, all final documentation. Final documentation shall include, but not be limited to:

- a. Affidavit, compliance with the prevailing wage law;
- b. Contractor's certification regarding the settlement of claims;
- c. Contractor's Final Pay Estimate;
- d. Letter from contractor stating the total amount paid (final contract amount) for completion of the project;
- e. Contractor's Final Lien Waiver and Final Lien Waivers from all subcontractors. The Engineer may request proof of payment to material suppliers, and which point, the contractor shall provide this information;
- f. Any certified payroll forms that had not been previously submitted;
- g. Certifications for materials, where required per Contract Documents;

**(31) 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.

## BID FORM

TO: JEFFERSON COUNTY, MISSOURI  
 BID FOR: ADMINISTRATION CENTER RENOVATION  
 PROJECT NO. PW19B007BLD

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 terms and conditions of the Instructions to Bidders, Notice to Contractors and Project Manual specifications. This Bid will remain open for sixty (60) 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 lump sum bid amounts. It is understood that these amounts represent all work that is necessary to execute all requirements of the Contract Documents.

**ADMINISTRATION CENTER RENOVATION – PW19B007BLD**

**Base Bid Lump Sum Amount – Lower Level Renovation Only**

**Total Base Bid Cost** \$ 16,500.00

**Bid Option 1 Lump Sum Amount – Upper Level Renovation Only \*\***

**Total Bid Option 1 Cost \*\*** \$ 96,900.00

**\*\* Bid Option 1 may not be awarded by the County due to potential funding constraints.**

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

5. BIDDER agrees that the work will be completed within the working days assigned or the CONTRACTOR shall pay the COUNTY, not as a penalty but as liquidated damages, a sum equal to Five Hundred (\$500.00) for each working or calendar day (excluding Saturdays, Sundays and Legal Holidays) 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.

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

Address: 14 N. Middle St., P.O. Box 387

Farmington, MO 63640

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

8. BIDDER has examined copies of all the Contract Documents and of the following addenda:

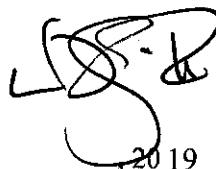
Date: \_\_\_\_\_ Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

9. Signatures:

W. B. Giessing II, President

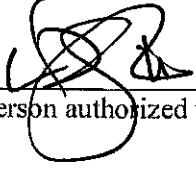


SUBMITTED on February 5, 2019

By Brockmiller Construction, Inc.  
(Corporation Name)

Missouri

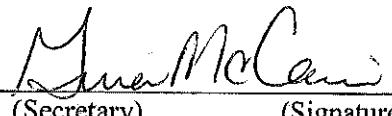
(State of incorporation)

By   
(Name of person authorized to sign)

W. B. Giessing, II  
(Signature and typed)

President  
(Title)

(Corporate Seal)

Attest   
(Secretary) Gina McCain, Corporate Secretary  
(Signature and typed)

Business Address: 14 N. Middle St., P.O. Box 387

Farmington, MO 63640

Phone No.: (573) 756-2516

## BID BOND

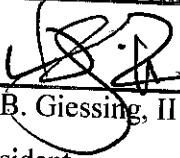
Suitable bid security in the amount of:

Bid Bond for 5% of Base Bid Amount attached

(\$        ) 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.

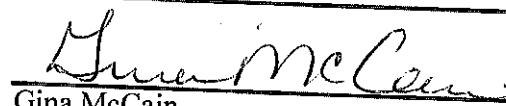
The Contractor shall commence work within ten (10) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME: Brockmiller Construction, Inc.

BY: 

W. B. Giessing, II

TITLE: President

ATTEST: 

Gina McCain

TITLE: Corporate Secretary

ADDRESS: 14 N. Middle St., P.O. Box 387

Farmington, MO 63640

TELEPHONE: (573) 756-2516

# TO BE COMPLETED UPON AWARD OF CONTRACT

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## AGREEMENT FORM

THIS AGREEMENT is dated as of \_\_\_\_\_, in the year 2019 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 **Administration Center Renovation**. The work is generally described as follows:

The proposed work includes the remodeling of existing office spaces; with associated electrical/telecommunications, HVAC, plumbing, etc. improvements. The contractor will be responsible for providing the materials, labor and equipment necessary to complete the project in a timely manner in accordance with the Specifications and other Contract Documents. The contractor shall be responsible for arranging delivery of materials to job sites. The bid shall also include disposal of all waste and demolition materials.

### 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 County will issue a notice to proceed for purchasing materials to the CONTRACTOR 20 days before the notice to proceed with the work on site.** The Contractor shall register their company as well as subcontractors with the City of Hillsboro, Missouri if required by the City's permitting process. The Contractor will be responsible for any building construction permits required by the City of Hillsboro, Missouri. The Contractor will begin work on site and will continuously prosecute the work to the completion of the project. Allowance will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR. **All work on the building site shall be completed in 120 calendar days.**

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.

# TO BE COMPLETED UPON AWARD OF CONTRACT

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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 (\$500.00)** for each working day (excluding Saturdays, Sundays and Legal Holidays) 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.

### **ADMINISTRATION CENTER RENOVATION – PW19B007BLD**

**Base Bid Lump Sum Bid – Lower Level Renovation Only**

**Total Base Bid Cost** \$ 101,500.00

**Bid Option 1 Lump Sum Bid – Upper Level Renovation Only \*\***

**Total Bid Option 1 Cost \*\*** \$ \_\_\_\_\_

**\*\* Bid Option 1 may not be awarded by the County due to potential funding constraints.**

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

4.2 All costs associated with contractor licensing to the City of Hillsboro, Missouri need to be included in the cost estimates above.

5.0 Contractor shall submit Application for Payment in accordance with Project Manual. The Engineer as provided in the Project Manual will process application for Payment. The Contractor shall utilize the Application and Certification for Payment, AIA Document G702, or comparable document for all Applications of 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 will require withholding of retainage as specified in the Project Manual. Release of retained percentage shall be as provided in the Project Manual.

5.1.2 When the Contractor receives any payment from the Owner, the Contractor shall make prompt payment to subcontractors and suppliers as detailed in the Project Manual.

# TO BE COMPLETED UPON AWARD OF CONTRACT

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5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with specifications detailed in the Project Manual, 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

# TO BE COMPLETED UPON AWARD OF CONTRACT

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- 7.5 Specifications bearing the title Project Manual for Jefferson County, Missouri Administration Center Renovation Project No. PW19B007BLD and consisting of all pages as listed in the table of contents thereof.
- 7.6 Addenda numbers \_\_\_\_ to \_\_\_\_, inclusive.
- 7.7 CONTRACTOR'S Bid and all attachments
- 7.8 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.9 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 Article 25 of the General Conditions).

## ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the Project Manual shall have the meanings indicated in the Project Manual.

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.

# TO BE COMPLETED UPON AWARD OF CONTRACT

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9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has not 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.

# TO BE COMPLETED UPON AWARD OF CONTRACT

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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: Denis J. Hamm Date: 2/26/19  
COUNTY EXECUTIVE

ATTEST: Ken Wallace Phyllis S. Smit  
COUNTY CLERK DEPUTY CLERK

FOR: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTOR

ATTEST: \_\_\_\_\_

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.

Kathy W. Bonelli  
COUNTY AUDITOR

APPROVED AS TO FORM

John C. Johnson  
COUNTY COUNSELOR

# TO BE COMPLETED UPON AWARD OF CONTRACT

**AFFIDAVIT**  
**COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of St. Francois, State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_  
(Name)

(Name)

of

(Title) (Company Name)

(a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No. \_\_\_\_\_ or Annual Wage Order No. \_\_\_\_\_ issued by the Division of Labor Standards on project \_\_\_\_\_, (Job Number) \_\_\_\_\_.

(Route or location, if building construction)

\_\_\_\_ County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_

**Signature**

Subscribed and sworn to me this      day of      . 20

My commission expires 20

**Notary Public**

(Revised 03-23-00)

TO BE COMPLETED UPON COMPLETION OF PROJECT

## ACKNOWLEDGEMENT OF REQUIREMENTS AND SPECIFICATIONS WITHIN THE PROJECT MANUAL

I, W. B. Giessing II, President  
FIRST & LAST NAME, do hereby sign and acknowledge that myself, or company staff that work under my oversight, have reviewed all sections and pages of the following Project Manual for the Administration Center Renovation Project. By signing this acknowledgement form, the bid submitted by Brockmiller Construction, Inc.  
BIDDING COMPANY NAME, is believed to be compliant with the requirements and specifications stated in the Project Manual that follows.

## AGREEMENT FORM

THIS AGREEMENT is dated as of February 27, in the year 2019 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Brockmiller Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$101,500.00, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **Administration Center Renovation**. The work is generally described as follows:

The proposed work includes the remodeling of existing office spaces; with associated electrical/telecommunications, HVAC, plumbing, etc. improvements. The contractor will be responsible for providing the materials, labor and equipment necessary to complete the project in a timely manner in accordance with the Specifications and other Contract Documents. The contractor shall be responsible for arranging delivery of materials to job sites. The bid shall also include disposal of all waste and demolition materials.

### 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 County will issue a notice to proceed for purchasing materials to the CONTRACTOR 20 days before the notice to proceed with the work on site. The Contractor shall register their company as well as subcontractors with the City of Hillsboro, Missouri if required by the City's permitting process. The Contractor will be responsible for any building construction permits required by the City of Hillsboro, Missouri. The Contractor will begin work on site and will continuously prosecute the work to the completion of the project. Allowance will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR. All work on the building site shall be completed in 120 calendar days.

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 (\$500.00)** for each working day (excluding Saturdays, Sundays and Legal Holidays) 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.

#### **ADMINISTRATION CENTER RENOVATION – PW19B007BLD**

##### **Base Bid Lump Sum Bid – Lower Level Renovation Only**

**Total Base Bid Cost** \$ 101,500.00

##### **Bid Option 1 Lump Sum Bid – Upper Level Renovation Only \*\***

**Total Bid Option 1 Cost \*\*** \$ Not Awarded

**\*\* Bid Option 1 may not be awarded by the County due to potential funding constraints.**

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

4.2 All costs associated with contractor licensing to the City of Hillsboro, Missouri need to be included in the cost estimates above.

5.0 Contractor shall submit Application for Payment in accordance with Project Manual. The Engineer as provided in the Project Manual will process application for Payment. The Contractor shall utilize the Application and Certification for Payment, AIA Document G702, or comparable document for all Applications of Payment.

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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: Dennis J. Gamm Date: 2/27/19  
COUNTY EXECUTIVE

ATTEST: Ken Wallace 2/27/19  
COUNTY CLERK DEPUTY CLERK

FOR: Brockmiller Construction, Inc.

BY: F. L. M. Date: 2/27/19  
CONTRACTOR

ATTEST: Thomas S. Johnson

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.

Kathy L. April  
COUNTY AUDITOR

APPROVED AS TO FORM

J. R. C.  
COUNTY COUNSELOR