

BILL NO.: 15-1228

ORDINANCE NO.: 15-0040

INTRODUCED BY: COUNCIL MEMBER (s) Boyer

1 **AN ORDINANCE AWARDING REQUESTS FOR CERTAIN PRODUCTS**
2 **AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN**
3 **THE RESPONSES FOR REQUESTING SERVICES OF CERTIFIED**
4 **CARPENTERS OR BUILDING CONTRACTORS; AND AUTHORIZATION FOR**
5 **THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS**
6 **OR CONTRACTS TO EFFECTUATE THE CONTRACTOR SERVICE**
7 **AGREEMENTS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain requests for services issued by the County received certified responses for the
10 following items or services:

11 **REQUESTING SERVICES**

12 Certified Carpenters or Building Contractors

13 NUMBER OF SERVICES RECEIVED

14 2

15 DATE OF SERVICES OPENING

16 10-30-15

17 **WHEREAS**, after reviewing the certified responses set forth above, the
18 Department of Public Works has determined that certain requests for services represent the

FILED

DEC 30 2015

Page 1 of 5

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

- 1 lowest and best responses for the on call described services and met the qualifications
- 2 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 certified responses for the on call described services to E.A.
5 Boyer Building & Design, Inc. and Huxco Construction & Remodeling Inc. for a term from
6 01-01-16 to 12-31-17 upon approval by the County Council and County Executive for the
7 total amount up to **\$50,000.00** 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 certified responses which are
11 incorporated by this reference as if fully set out herein, to the lowest and best responses for
12 the on call described services as follows:

13 BID NAME

14 Certified Carpenters or Building Contractors

15 TERM

16 01-01-16 to 12-31-17

17 Upon approval by the County Council and County Executive

18 **AMOUNT**

19 Up to \$50,000.00

20 subject to budgetary limitations

21 AWARDED BIDDER

22 E.A. Boyer Building & Design, Inc. (A1)

Huxco Construction & Remodeling Inc. (A2)

2 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
3 County Executive to execute the agreement incorporated by Reference as Exhibit "A1
4 through A2" and any agreements or contracts necessary to effectuate the award of the bids
5 and proposals set forth in this Ordinance. The County Executive is further authorized to
6 take any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
7 copy of the Agreement is attached hereto as Exhibit "A1 through A2" and incorporated
8 herein, by reference.

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

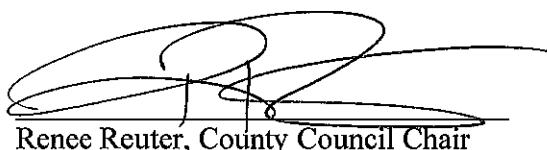
13 Section 4. This Ordinance shall be in full force and effect from and after its
14 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
15 shall not affect the remainder of this Ordinance.

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

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

THE ABOVE BILL ON THIS 28th DAY OF December, 2016:

PASSED FAILED



Renee Reuter, County Council Chair


Pat Schlette
Pat Schlette, Council Administrative Assistant

✓ *KW*
THIS BILL WAS 29th APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 29th DAY OF December, 2016.

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

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

ATTEST:

Wes Wagner
Wes Wagner, County Clerk

BY: *Katherine E. Missey*

Reading Date: 12-28-2015

JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by E.A. Boyer Bldg & Design, Inc. (hereinafter, "Contractor") and the County of Jefferson, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the County has a need at various times over the 2016- 2017 calendar year of a contractor to perform technical services in the maintenance, replacement, and repair of County building features; and

WHEREAS, the County has selected the Contractor to provide those services on an as-needed basis.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the County, the Contractor hereby agrees that it shall faithfully perform the technical services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) Not Used

(B) "COUNTY" means the County of Jefferson, Missouri, an agency of state government, which acts by and through its County Council, County Engineer and others in the Public Works Department.

(C) "CONTRACTOR" means the business providing technical services to the County as a party to this Agreement.

(D) "CONTRACTOR'S REPRESENTATIVE" means the person or persons designated in writing by the Contractor to represent that business in negotiations, communications, and various other contract administration dealings with the County's staff .

(E) "DELIVERABLES" means all data, studies, documents, designs, drawings, plans, specifications, or any other products prepared in performance of this Agreement, to be delivered to and become the property of the County pursuant to the terms and conditions set out in paragraph (11) of this Agreement.

(F) Not Used

(G) "ENGINEER" means the County Engineer or any other authorized

representative of the County. Where the specific term "County Engineer" is used, it shall mean the County Engineer exclusively.

(H) Not Used

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONTRACTOR" means any individual, partnership, corporation, or joint venture to which the Contractor, with the written consent of the Engineer, subcontracts any part of the technical services under this Agreement but shall not include those entities, which supply only materials or supplies to the Contractor.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the County either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Contractor, or the unilateral cancellation of this Agreement by the County.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all technical, professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for the maintenance, replacement, and repair of County building features, from time to time as needed and requested by the County.

(B) Scope and Cost of Requested Services: Each individual request for services shall be covered by a Memorandum of Understanding submitted by the Contractor and endorsed by the County Engineer. The memorandum will define the scope of work to be performed by the Contractor, the time limitations within which the work is to be performed, the specific deliverables required, an estimate of the hours required to complete the services multiplied by the appropriate hourly rates and state the maximum price for those services. Only those hourly rates included in the version of

Exhibit I currently in effect shall be used as the basis of preparing any Memorandum of Understanding. The maximum price or ceiling for any Memorandum of Understanding shall not be exceeded prior to the execution of a supplemental Memorandum of Understanding. The Memorandum of Understanding will also indicate where the Contractor is to forward all deliverables.

(3) TERM OF AGREEMENT: The Contractor's services are to commence upon full execution of this Agreement or January 1, 2016, whichever is later, and terminate on December 31, 2016____; unless otherwise terminated prior to this date pursuant to the provisions of paragraph (10) of this Agreement. Upon concurrence of all parties, this Agreement may be renewed for an additional one (1) year term. Said renewal term is to begin on January 1, 2017____.

(4) INFORMATION AND SERVICES PROVIDED BY THE COUNTY:

(A) At no cost to the Contractor and in a timely manner, the County will provide available information of record, which is pertinent to the requested services project to the Contractor upon request. In addition, the County will provide the Contractor with the specific items or services set forth in the Memorandum of Understanding for the particular services requested by the County. The Contractor shall be entitled to rely upon the accuracy and completeness of such information, and the Contractor may use such information in performing services under this Agreement.

(B) The Contractor shall review the information provided by the County concerning the requested services and will as expeditiously as possible advise the Engineer of any of that information which the Contractor believes is inaccurate or inadequate or would otherwise have an effect on any of its activities under this Agreement. In such case, the County shall provide the Contractor with new or verified data or information upon which the Contractor is entitled to rely. The Contractor shall not be liable for any errors, omissions, or deficiencies in the Contractor's services resulting from inaccurate or inadequate information furnished by the County which inaccuracies or inadequacies are not detected by the Contractor unless the errors should have been detected by the Contractor through reasonable diligence.

(5) RESPONSIBILITY OF THE CONTRACTOR:

(A) The Contractor shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding. The Contractor shall provide the services in accordance with the criteria and requirements established and adopted by the County; and if none are expressly established in this Agreement, published manuals and policies of the County which shall be furnished by the County upon request; and, absent the foregoing, manuals and policies established by National Standard in the Industry, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding.

(B) Without limiting the foregoing, the performance of these services will be in accordance with the specific criteria and project procedures as indicated by the information set out in the appropriate Memorandum of Understanding.

(C) The Contractor shall be responsible for the technical quality, technical accuracy, and the coordination of all deliverables or any other services furnished under this Agreement. At any time during any subsequent stage of project development or phase of work performed by others based upon any deliverables or other services provided by the Contractor, the Contractor shall prepare any additional deliverables or other services needed to correct any negligent acts, errors, or omissions of the Contractor or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though the Contractor may have received final payment. The Contractor shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Contractor of the responsibility to correct such negligent acts, errors, or omissions.

(D) Not Used.

(E) Not Used.

(F) The Contractor shall cooperate fully with the County and its Engineers, contractors, and contractors on adjacent projects and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer.

(G) In the event any lawsuit or court proceeding of any kind is brought against the County, arising out of or relating to the Contractor's activities or services performed under this Agreement, including any Memorandum of Understanding, or any subsequent stage of project development or phase of work or any project of construction undertaken employing the deliverables provided by the Contractor in performing this Agreement, including any Memorandum of Understanding, the Contractor shall have the affirmative duty to assist the County in preparing the County's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the County by the Contractor will be compensated at an amount or rate negotiated between the County and the Contractor as will be identified in a separate agreement between the County and the Contractor. To the extent the assistance given to the County by the Contractor was necessary for the County to defend claims and liability due to the Contractor's negligent acts, errors, or omissions, the compensation paid by the County to the Contractor will be reimbursed to the County.

(6) NO SOLICITATION WARRANTY: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, County, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount

of such fee, County, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) SUBCONTRACTORS:

(A) The Contractor agrees that except for those businesses and for those services listed in the appropriate Memorandum of Understanding, there shall be no transfer of technical services performed under this Agreement without the written consent of the County. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

(B) Not Used

(C) Unless waived or modified by the County, the Contractor agrees to require, and shall provide evidence to the County, that those Subcontractors shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontractor agreements, and in not less than the following amounts:

1. 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.

2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;

3. Worker's Compensation Insurance: 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.

(D) The subletting of the services will in no way relieve the Contractor of its primary responsibility for the quality and performance of the services to be performed hereunder and the Contractor shall assume full liability for the services performed by its Subcontractors.

(E) Not Used.
(F) Not Used.

(G) Not Used.

(8) COMPENSATION: The following provisions apply with respect to the payment of fees to the Contractor:

(A) Labor Costs, Overhead and Profit: Payment shall be made based on the actual hours expended by personnel multiplied by the corresponding hourly rates for the appropriate employee classification indicated in the "Schedule of Hourly Labor Billing Rates", attached as Exhibit I and incorporated herein. These rates include overhead and profit. The schedule is effective for the entire time that this Agreement remains in effect but may be revised within this time period no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. All information requested in the attached Exhibit I shall be provided by the Contractor.

1. Overhead - Direct Labor: Direct labor overhead costs include additions to payroll cost for holidays, sick leave, vacation, group insurance, workers' compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items. Direct labor overhead is shown on Exhibit I.

2. Overhead - General and Administrative: General and administrative overhead costs include administrative salaries (including non-productive salary of associates and employees), officer services, equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, legal and audit fees, use of electronic computer for accounting, and other related items. The percentage of direct straight time payroll to be added to salary costs is shown on Exhibit I.

(B) Changes in Hourly Rates: The hourly rates indicated in Exhibit I may be revised no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. The effective date established by the County for any subsequent revisions to Exhibit I should re-establish the beginning date for measuring the aforementioned twelve (12) month period. A new "Schedule of Hourly Labor Billing Rates" must be submitted by the Contractor and approved by the County prior to the inclusion of the revised rates in any subsequent Memorandum of Understanding. The Contractor shall submit all revisions to Exhibit I no later than forty-five (45) days prior to the desired effective date for use of the revised hourly rates. If no revisions are submitted and approved by the County, the billing rates established in the most recently approved Exhibit I will be used as the basis for all subsequent Memorandum of Understandings. Any revisions to the hourly rates included in Exhibit I and approved by the County will in no way change the hourly labor billing rates included in any previously executed Memorandums of Understanding. Any approved revisions to the hourly billing rates will only be applicable to Memorandums of

Understanding that are executed beyond the effective date of the revised Exhibit I.

(C) Individual Project Payment Ceiling: Total payment for an individual project carried out under this Agreement shall be limited to the "contract ceiling" stated in the Memorandum of Understanding covering that specific investigation. No work shall be done or costs incurred in excess of this ceiling until the County executes a supplemental Memorandum of Understanding.

(D) Payments: The Contractor may submit an invoice for services rendered to the County not more than once every month or upon completion of the services outlined in the Memorandum of Understanding. Upon receipt of the invoice, the County will, as soon as practicable, pay the Contractor for the services rendered. The County reserves the right to withhold payment, without penalty, to resolve disputes that may arise regarding the number of hours billed, the hourly rates used to develop the invoice, or the performance of services.

(E) Not Used

(9) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in the Memorandum of Understanding for each request for services. The Contractor and the County will be required to meet this schedule.

(B) The County will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor. The Contractor shall make requests for extensions of time in writing, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

(C) The Contractor and County agree that time is of the essence, and the Contractor and County will be required to meet the schedules in the appropriate Memorandum of Understanding. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, either party shall make no claim for damage. An extension of time shall be the sole allowable compensation for any such delays.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Contractor from performing necessary services at the project site, or in the Contractor's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project or plans by the Contractor;
4. Court proceedings;
5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The County may, without being in breach hereof, suspend or terminate the Contractor's services under this Agreement, or any services included in an active Memorandum of Understanding, for cause or for the convenience of the County, upon giving to the Contractor at least fifteen (15) days' prior written notice of the effective date thereof. The Contractor shall not accelerate performance of services during the fifteen (15) day period without the express written consent of the County.

(B) Should the Agreement be suspended or terminated for the convenience of the County, the County will pay to the Contractor its costs as set forth in paragraph (8) (A), for actual hours expended prior to such suspension or termination multiplied by the hourly rates included in the "Schedule of Hourly Billing Rates", plus reasonable hours incurred by the Contractor in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Contractor's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Contractor shall remain liable to the County for any claims or damages occasioned by any failure, default, error or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Contractor. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Contractor shall not be liable for any errors or omissions contained in deliverables, which are incomplete as a result of a suspension, or termination where the Contractor is deprived of the opportunity to complete the Contractor's services.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All deliverables, drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the County upon suspension, abandonment, cancellation, termination, or completion of the Contractor's services hereunder; provided, however,

1. The Contractor shall have the right to their future use with written permission of the County;

2. The Contractor shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Contractor shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. County, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a sub grant or contract under this agreement; and

II. Any rights of copyright to which County, its contractor or subcontractor purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g) (1) of the clause;

II. Paragraphs (g) (2) and (g) (3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the County Engineer.

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Contractor

Government and Federal Agency - County

Subcontractor - Subcontractor

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the County without further compensation and without restriction or limitation on their use.

(B) The County may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Contractor; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the County and the County shall use same at its sole risk and expense.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications or other deliverables; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Contractor has a claim for payment against the County which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Contractor's receipt of final payment. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Department of Public Works, Jefferson County, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the County.

(E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the County against the Contractor. Further, any claims of the County against the Contractor under this Agreement are not waived or estopped by the claims procedure in paragraphs 12 (C) and (D).

(13) **SUCCESSORS AND ASSIGNS:** The County and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(14) **INDEMNIFICATION RESPONSIBILITY:**

(A) The Contractor agrees to save harmless the County from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Contractor's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Contractor's employees, agents, and Subcontractors.

(B) The Contractor shall be responsible for the direct damages incurred by the County as result of the negligent acts, errors, or omissions of the Contractor or anyone for whom the Contractor is legally responsible, and for any losses or costs to repair or remedy any subsequent stage of project development, phase of work, or project construction as a result of such negligent acts, errors or omissions; provided, however, the Contractor shall not be liable to the County for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the subsequent stages of project development or the construction of the project.

(C) Neither the County's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the completion of subsequent stages of project development or the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the County on this project arising out of the Contractor's services hereunder.

(15) **INSURANCE:**

(A) The Contractor shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and Subcontractors in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Contractor's insurance coverages shall be for not less than the following limits of liability:

1. 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.
2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;
3. Worker's Compensation Insurance: 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.
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) The Contractor shall, upon request at any time, provide the County with certificates of insurance evidencing the Contractor's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (15) should be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri. In addition, any such insurance policy, except for Worker's Compensation, will name the County as additional insured.

(16) **NONDISCRIMINATION CLAUSE:** The Contractor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Contractor shall also comply with all state and federal statutes applicable to the Contractor relating

to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

(17) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jefferson County, Missouri. The parties agree that this Agreement is entered into at Hillsboro, Missouri, and substantial elements of its performance will take place or be delivered at Hillsboro, Missouri, by reason of which the Contractor consents to venue of any action against it in Jefferson County, Missouri. The Contractor shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subcontractors of the Contractor in the performance of this Agreement.

(18) AUDIT OF RECORDS: For purpose of an audit, the Contractor shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the County or its designees and representatives, at the Contractor's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the County has notice of a potential claim against the Contractor and/or the County based on the Contractor's services under this Agreement, the Contractor, upon written request of the County, shall retain and preserve its records until the County has advised the Contractor in writing that the disputed claim is resolved.

(19) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the County or the Contractor at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the County: Notices to the County shall be addressed and delivered to the following Engineer, who is hereby designated by the County as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Contractor hereunder:

Jason Jonas, P.E.
Jefferson County Engineer
Department of Public Works
PO Box 100
Hillsboro, Missouri 63050
Telefax No.: 636-797-5565

Telephone No.: 636-797-5369
Email: JJonas@jeffcomo.org

The County reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the County may now or hereafter deem appropriate. Such substitution or designations shall be made by the County Engineer in a written notice to the Contractor.

(B) Notice to the Contractor: Notices to Contractor shall be addressed and delivered to Contractor's representative, as follows:

Contractor Contact Name, Registrations/Certifications
Contractor Contact Title
Company Name
Company Address
Company Contact Fax Number
Company Contact Phone Number
Company Contact Email Address
Company Website

The Contractor reserves the right to substitute another person for the individual named at any time, and to designate one or more Contractor's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Contractor may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Contractor's president or chief executive officer in a written notice to the County.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations, which govern the performance of this Agreement.

(21) CONFIDENTIALITY: The Contractor agrees that the Contractor's services under this Agreement are a confidential matter between the Contractor and the County. The Contractor shall not disclose any aspect of the Contractor's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subcontractors, and agents as may be necessary to allow them to perform services for the Contractor in the furtherance of this Agreement, without the prior approval of the County's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Contractor's services or to any information which (1) is already in the public domain or is already in the Contractor's possession at the time the Contractor performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the County under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the

County's Engineer, in advance.

(22) **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and the Contractor.

(23) **SEVERABILITY AND SURVIVAL:**

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the County and the Contractor.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Contractor under this Agreement or the termination of this Agreement for any reason.

(24) **PAYMENT BOND:** In the event a subcontractor is used for any services under this Agreement, Contractor shall provide a payment bond under Section 107.170 RSMo., Any payment bond must be acceptable to the County and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Contractor under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Contactor the 4th day of December, 2015.

Executed by the County the _____ day of _____, 20_____.

JEFFERSON COUNTY, MISSOURI

BY: Kenneth B. Wallace
COUNTY EXECUTIVE

EA Boyer Bldg & Design, Inc
Contractor Company Name

BY: Edward Boyer
Title: Pres

(Seal)

ATTEST:

Wex Wagner
County Clerk

Katherine E. Missey
Deputy Clerk

ATTEST:

Stephanie Furtado
Contractor Company Name
EA Boyer Bldg & Design, Inc

Title: Office Manager

APPROVED AS TO FORM:

R. J. Clegg
County Counselor

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 fund 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.

R. Clegg
COUNTY AUDITOR

EXHIBIT 1
E.A. Boyer Bldg & Design, Inc
Hourly Billing Rates

Employee Classification	Non-prevailing Wage	Prevailing Wage Rate	Non- Prevailing Emergency Wage Rate	Prevailing Emergency Wage Rate
Carpenter				
Labor cost	\$27.84	\$36.34	\$41.76	\$54.51
Benefit Pkg	\$26.65	\$26.65	\$26.65	\$26.65
Overhead 15%	\$8.17	\$9.45	\$10.26	\$12.17
Total Carpenter Rate	\$ 62.66	\$ 72.44	\$ 78.67	\$ 93.33
Laborer				
Labor cost	\$24.91	\$26.58	\$37.37	\$39.87
Benefit Pkg	\$16.87	\$16.87	\$16.87	\$16.87
Overhead 15%	\$6.27	\$6.52	\$8.14	\$8.51
Total Laborer Rate	\$ 48.05	\$ 49.97	\$ 62.38	\$ 65.25
Project Manager				
Labor cost	\$27.84	\$36.34	\$41.76	\$54.51
Benefit Pkg	\$26.65	\$26.65	\$26.65	\$26.65
Overhead 15%	\$8.17	\$9.45	\$10.26	\$12.17
Total PM Rate	\$ 62.66	\$ 72.44	\$ 78.67	\$ 93.33

Federal Work Authorization Program Affidavit

I, Edward Boyer, being of legal age and having been duly sworn upon my oath, state the following facts are true:

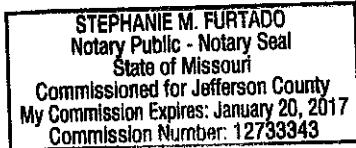
1. I am more than twenty one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by E.A. Boyer Building & Design (hereinafter "Company") and have the authority to issue this affidavit on its behalf
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the district, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIDAVIT SAYETH NOT.

By: Edward Boyer

For: E.A. Boyer Building & Design

Subscribed and sworn to before me on this 18th day of November, 2015.



Stephanie M Furtado
NOTARY PUBLIC

Property Affidavit

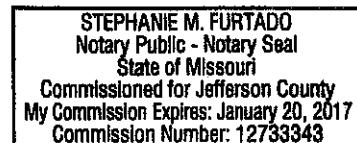
E.A. Boyer Building & Design, Inc. does not own real property in Jefferson County, Missouri

Edward Boyer
Signature

Nov 15
Date

Subscribed and sworn to before me this 18th of Nov, 2015. I am commissioned as a notary public within the County of Jefferson, State of Missouri, and my commission expires on 1-20-17.

Stephanie M. Furtado





CERTIFICATE OF LIABILITY INSURANCE

BOYER-1

OP ID: MI

DATE (MM/DD/YYYY)

12/18/2014

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

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

PRODUCER JD Kutter Insurance Associates C.J. Thomas Company, Inc. 800 Market Street, 18th Floor St. Louis, MO 63101 JD Kutter Insurance Associates	Phone: 314-657-2959	CONTACT NAME: Judy Mitchell
	Fax: 314-657-2970	PHONE (A/C, No. Ext): 314-657-2959
	E-MAIL ADDRESS: judy@jdkutter.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Co	13021
	INSURER B: Missouri Employers Mutual	10191
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000	
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$		
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
						\$		
A	X UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$ 2,000,000	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATUTORY LIMITS	OTHR	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N	N / A	MEM 2010747	12/21/2014	12/21/2015	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT UNDER THE GENERAL LIABILITY POLICY WITH RESPECT TO WORK PERFORMED BY THE NAMED INSURED FOR THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF JEFFERSON DEPT. OF ADMIN SERVICES ATTN: VICKIE PRATT 725 MAPLE STREET HILLSBORO, MO 63050	LJEFFCO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE	

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JEFFERSON COUNTY, MISSOURI

PAID

2012 PERSONAL PROPERTY

ACCT # 099198
 VALUE 21,320
 TAX RT 5.971400

E A BOYER BUILDING & DESIGN IN
 1701 TOWNE VIEW DR
 DESOTO, MO 63020

** DATE PAID 12/31/2012 ** VALLE AMBULANCE

<u>TAX DISTRICT</u>	<u>TAX</u>
COUNTY TAX	6.72
DESO TO RURAL FIRE	140.78
HEALTH UNIT TAX	15.93
JC DEV DISABILITIES	19.93
JEFFERSON COLLEGE	72.19
MENTAL HEALTH TAX	19.93
PARK TAX	5.95
ROAD & BRIDGE TAX	45.09
STATE TAX	6.40
SUNRISE SCHOOL	843.84
	96.35
TOTAL TAXES	1,273.11
TOTAL PAID	1,273.11

386084 2004 GOOSENECK 232AX	1	1,020
994800 2001 UTIL TRLR 16	1	80
881387 2008 BOBCAT TRL 18	1	540
000811 2001 DODGE 1/2 TON PU	1	1,040
261792 2006 FORD 1/2 TON PU	1	2,390
261792 2007 FORD 1/2 TON PU	1	2,820
805481 1989 MBL OFFICE 32	1	100
001167 2003 FORD 1 TON C&C	1	2,010
001167 2004 FORD 1 TON C&C	1	2,190
979333 1994 FB TRLR 16	1	50
Total Value:		13,040

2008 BOBCAT S205 SKIDSTEER	1	5,870
BUSINESS VALUE	1	2,610
Total Value:		8,280

BETH MAHN
 COUNTY COLLECTOR
 HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2013 PERSONAL PROPERTY

ACCT # 099198
VALUE 15,630
TAX RT 5.972200

E A BOYER BUILDING & DESIGN IN
1701 TOWNE VIEW DR
DESMOTO, MO 63020

<u>TAX DISTRICT</u>	<u>TAX</u>
COUNTY TAX	4.53
DESMOTO RURAL FIRE	103.20
HEALTH UNIT TAX	11.72
JC DEV DISABILITIES	14.68
JEFFERSON COLLEGE	53.17
MENTAL HEALTH TAX	14.68
PARK TAX	4.38
ROAD & BRIDGE TAX	33.10
STATE TAX	4.69
SUNRISE SCHOOL	618.63
VALLE AMBULANCE	70.66
TOTAL TAXES	933.44
TOTAL PAID	933.44

** DATE PAID 12/04/2013 **

000811	2001 DODGE 1/2 TON PU	1	970
001139	2006 FORD 1/2 TON PU	1	2,000
001167	2003 FORD 1 TON C&C	1	1,870
001167	2004 FORD 1 TON C&C	1	2,040
881387	2008 BOBCAT TRL 18	1	500
000000	1989 MBL OFFICE 32	1	100
386084	2004 GOOSENECK 282AX	1	1,690
994800	2001 UTIL TRLR 16	1	70
979333	0994 FB TRLR 16	1	50
Total Value: 9,290			

2008 BOBCAT S205 SKIDSTEER	1	5,270
BUSINESS VALUE	1	1,070
Total Value:		6,340

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

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

Information for Personal Property Account 099198, Tax Year 2014
Generated 11/18/15 at 16:54:08

Account Information			
Tax Year 2014	Return Status Completed	Date Returned 04/30/2014	
Tax Code R9DRVA - R9DRVA	City Entire County	Account Type BUSINESS	
Owner Name and Address E A BOYER BUILDING & DESIGN IN 1701 TOWNE VIEW DR DESMO, MO 63020	Tax Rate 6.1088	Total Tax \$789.25	
Site Address	Mailing Name and Address		

Item Information			
Item	Quantity	Assessed Value	Tax Amount
2001 UTIL TRLR 16	1	70	\$4.28
1994 FB TRLR 16	1	50	\$3.05
2008 BOBCAT TRL 18	1	470	\$28.71
1989 MBL OFFICE 32	1	100	\$6.11
2001 DODGE 1/2 TON PU	1	780	\$47.65
2006 FORD 1/2 TON PU	1	1,940	\$118.51
2008 BOBCAT S205 SKIDSTEER	1	4,900	\$299.33
2003 FORD 1 TON C&C	1	1,500	\$91.63
BUSINESS VALUE	1	1,480	\$90.41
2004 FORD 1 TON C&C	1	1,630	\$99.57
Total		12,920	\$789.25

Tax Payment Information	
Tax Billed	\$789.25
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$789.25
Total Paid	\$789.25
Total Unpaid	\$0.00
Date Paid	12/17/2014
Paid By	E A BOYER BUILDING & DESIGN IN

Payment History		
Tax Year	Total Due	Total Paid
2015	\$1,339.53	\$0.00
2014	\$789.25	\$789.25
2013	\$933.44	\$933.44
2012	\$1,273.11	\$1,273.11

2011		\$1,985.89	\$1,985.89
2010		\$2,136.07	\$2,136.07
2009		\$2,351.41	\$2,351.41
2008		\$3,164.08	\$3,164.08

Taxing Bodies

District	Tax Rate	Extension
VALLE AMBULANCE	0.456200	\$58.94
JEFFERSON COLLEGE	0.343600	\$44.39
COUNTY TAX	0.023800	\$3.07
DESOTO RURAL FIRE	0.663400	\$85.71
HEALTH UNIT TAX	0.075800	\$9.79
MENTAL HEALTH TAX	0.094800	\$12.25
PARK TAX	0.028300	\$3.66
ROAD & BRIDGE TAX	0.213600	\$27.60
SUNRISE SCHOOL	4.084500	\$527.71
JC DEV DISABILITIES	0.094800	\$12.25
STATE TAX	0.030000	\$3.88
Total	6.108800	\$789.25



Company ID Number: 700348

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 700348

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 700348

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that

contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer

should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 700348

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer



Company ID Number: 700348

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

Company ID Number: 700348

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

Company ID Number: 700348

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



Company ID Number: 700348

I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



Company ID Number: 700348

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

Company ID Number: 700348

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity



Company ID Number: 700348

regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 700348

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

Employer E.A. Boyer Bldg & Design, Inc

Edward Boyer

Name (Please Type or Print)	Title
Electronically Signed	08/08/2013
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	08/08/2013
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	E.A. Boyer Bldg & Design, Inc
Company Facility Address:	1701 Towne View Dr
	DeSoto, MO 63020
Company Alternate Address:	
County or Parish:	JEFFERSON
Employer Identification Number:	431437666



Company ID Number: 700348

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

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

Name:	Edward A Boyer	Fax Number:	(636) 586 - 9810
Telephone Number:	(636) 337 - 9119		
E-mail Address:	caboyer9119@sbcglobal.net		
Name:	Stephanie M Furtado	Fax Number:	(636) 586 - 9810
Telephone Number:	(636) 337 - 9119		
E-mail Address:	steff-boyerbldg@sbcglobal.net		



E. A. BOYER BUILDING & DESIGN, INC.

1701 Towne View Drive • DeSoto, Missouri 63020

Bus: (636) 337-9119 • Fax: (636) 586-9810

Department of Public Works
PO Box 100
Hillsboro, MO 63050

October 29, 2015

Re: Request for On-Call Carpenters

Dear Kristy Moss,

E.A. Boyer Bldg & Design would like to be considered as an on-call contracting company for Jefferson County. We are a Jefferson County local business that has been in operation for over twenty eight years. We are a union affiliated, commercial construction company that is fully insured, carrying more coverage than is required and employees' eligibility is verified through the E-verify system. A complete Contractor's Qualification AIA Document can be provided upon request.

All employees, including office staff, are OSHA trained for maximum safety practices and to insure the safety objectives of clients, a background check is completed on each employee upon hiring and checked yearly. The majority of employees have been employed with E.A. Boyer for many years and none have ever had a complaint against them.

Enclosed are a few pages of other projects that we have completed, along with contact information, if further reference checks are needed. The Certificate of Insurance showing limits are enclosed as well. We have completed numerous projects for Jefferson County in the past, including one that is in progress now. We look forward to working with you in the future. Thank you for the consideration.

Sincerely,

Stephanie Furtado
Office Manager

Enclosures (3)

E.A. BOYER BUILDING & DESIGN, INC.

PROJECT REFERENCES

Project: Owner: DeSoto Dairy Queen	\$165,250.00
Contact: Danny Temperato	
Architect: N/A	
Surety Company: N/A	
Date Completed: In Progress	
Project: Owner: Washington County Ambulance District New House #1	\$3,214,868.00
Contact: Mal Gum	
Architect: Kromm, Rikimaru, Johansen, Inc.	
Surety Company: Suretec	
Date Completed: In Progress	
Project: Owner: DeSoto Dog Kennel	\$117,200.00
Contact: City of DeSoto	
Architect: Cochran	
Surety Company: C. J. Thomas	
Date Completed: October 1, 2015	
Project: Owner: DeSoto Food Pantry	\$95,403.00
Contact: Jan Bowden	
Architect:	
Surety Company:	
Date Completed: July 16, 2015	
Project: Owner: Autumn Ridge	\$1,768,040.58
Contact: Susan Koch	
Architect: N/A	
Surety Company:	
Date Completed: June 25, 2015	
Project: Owner: Hillsboro Food Pantry	\$252,289.00
Contact:	
Architect: Frederick Hill	
Surety Company:	
Date Completed: In Progress	
Project: Owner: Surdyke Motorsports	\$854,809.00
Contact: Chris Adams	
Architect: Frederick Hill	
Surety Company:	
Date Completed: In Progress	

RECEIVED

DEC 15 2015

JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by Huyette & A. Inc.
(hereinafter, "Contractor") and the County of Jefferson, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the County has a need at various times over the 2016- 2017 calendar year of a contractor to perform technical services in the maintenance, replacement, and repair of County building features; and

WHEREAS, the County has selected the Contractor to provide those services on an as-needed basis.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the County, the Contractor hereby agrees that it shall faithfully perform the technical services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) Not Used

(B) "COUNTY" means the County of Jefferson, Missouri, an agency of state government, which acts by and through its County Council, County Engineer and others in the Public Works Department.

(C) "CONTRACTOR" means the business providing technical services to the County as a party to this Agreement.

(D) "CONTRACTOR'S REPRESENTATIVE" means the person or persons designated in writing by the Contractor to represent that business in negotiations, communications, and various other contract administration dealings with the County's staff .

(E) "DELIVERABLES" means all data, studies, documents, designs, drawings, plans, specifications, or any other products prepared in performance of this Agreement, to be delivered to and become the property of the County pursuant to the terms and conditions set out in paragraph (11) of this Agreement.

(F) Not Used

(G) "ENGINEER" means the County Engineer or any other authorized

representative of the County. Where the specific term "County Engineer" is used, it shall mean the County Engineer exclusively.

(H) Not Used

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONTRACTOR" means any individual, partnership, corporation, or joint venture to which the Contractor, with the written consent of the Engineer, subcontracts any part of the technical services under this Agreement but shall not include those entities, which supply only materials or supplies to the Contractor.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the County either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Contractor, or the unilateral cancellation of this Agreement by the County.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all technical, professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for the maintenance, replacement, and repair of County building features, from time to time as needed and requested by the County.

(B) Scope and Cost of Requested Services: Each individual request for services shall be covered by a Memorandum of Understanding submitted by the Contractor and endorsed by the County Engineer. The memorandum will define the scope of work to be performed by the Contractor, the time limitations within which the work is to be performed, the specific deliverables required, an estimate of the hours required to complete the services multiplied by the appropriate hourly rates and state the maximum price for those services. Only those hourly rates included in the version of

Exhibit I currently in effect shall be used as the basis of preparing any Memorandum of Understanding. The maximum price or ceiling for any Memorandum of Understanding shall not be exceeded prior to the execution of a supplemental Memorandum of Understanding. The Memorandum of Understanding will also indicate where the Contractor is to forward all deliverables.

(3) **TERM OF AGREEMENT:** The Contractor's services are to commence upon full execution of this Agreement or January 1, 2016, whichever is later, and terminate on December 31, 2016__; unless otherwise terminated prior to this date pursuant to the provisions of paragraph (10) of this Agreement. Upon concurrence of all parties, this Agreement may be renewed for an additional one (1) year term. Said renewal term is to begin on January 1, 2017__.

(4) **INFORMATION AND SERVICES PROVIDED BY THE COUNTY:**

(A) At no cost to the Contractor and in a timely manner, the County will provide available information of record, which is pertinent to the requested services project to the Contractor upon request. In addition, the County will provide the Contractor with the specific items or services set forth in the Memorandum of Understanding for the particular services requested by the County. The Contractor shall be entitled to rely upon the accuracy and completeness of such information, and the Contractor may use such information in performing services under this Agreement.

(B) The Contractor shall review the information provided by the County concerning the requested services and will as expeditiously as possible advise the Engineer of any of that information which the Contractor believes is inaccurate or inadequate or would otherwise have an effect on any of its activities under this Agreement. In such case, the County shall provide the Contractor with new or verified data or information upon which the Contractor is entitled to rely. The Contractor shall not be liable for any errors, omissions, or deficiencies in the Contractor's services resulting from inaccurate or inadequate information furnished by the County which inaccuracies or inadequacies are not detected by the Contractor unless the errors should have been detected by the Contractor through reasonable diligence.

(5) **RESPONSIBILITY OF THE CONTRACTOR:**

(A) The Contractor shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding. The Contractor shall provide the services in accordance with the criteria and requirements established and adopted by the County; and if none are expressly established in this Agreement, published manuals and policies of the County which shall be furnished by the County upon request; and, absent the foregoing, manuals and policies established by National Standard in the Industry, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding.

(B) Without limiting the foregoing, the performance of these services will be in accordance with the specific criteria and project procedures as indicated by the information set out in the appropriate Memorandum of Understanding.

(C) The Contractor shall be responsible for the technical quality, technical accuracy, and the coordination of all deliverables or any other services furnished under this Agreement. At any time during any subsequent stage of project development or phase of work performed by others based upon any deliverables or other services provided by the Contractor, the Contractor shall prepare any additional deliverables or other services needed to correct any negligent acts, errors, or omissions of the Contractor or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though the Contractor may have received final payment. The Contractor shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Contractor of the responsibility to correct such negligent acts, errors, or omissions.

(D) Not Used.

(E) Not Used.

(F) The Contractor shall cooperate fully with the County and its Engineers, contractors, and contractors on adjacent projects and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer.

(G) In the event any lawsuit or court proceeding of any kind is brought against the County, arising out of or relating to the Contractor's activities or services performed under this Agreement, including any Memorandum of Understanding, or any subsequent stage of project development or phase of work or any project of construction undertaken employing the deliverables provided by the Contractor in performing this Agreement, including any Memorandum of Understanding, the Contractor shall have the affirmative duty to assist the County in preparing the County's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the County by the Contractor will be compensated at an amount or rate negotiated between the County and the Contractor as will be identified in a separate agreement between the County and the Contractor. To the extent the assistance given to the County by the Contractor was necessary for the County to defend claims and liability due to the Contractor's negligent acts, errors, or omissions, the compensation paid by the County to the Contractor will be reimbursed to the County.

(6) NO SOLICITATION WARRANTY: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, County, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount

of such fee, County, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) SUBCONTRACTORS:

(A) The Contractor agrees that except for those businesses and for those services listed in the appropriate Memorandum of Understanding, there shall be no transfer of technical services performed under this Agreement without the written consent of the County. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

(B) Not Used

(C) Unless waived or modified by the County, the Contractor agrees to require, and shall provide evidence to the County, that those Subcontractors shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontractor agreements, and in not less than the following amounts:

1. 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.

2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;

3. Worker's Compensation Insurance: 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.

(D) The subletting of the services will in no way relieve the Contractor of its primary responsibility for the quality and performance of the services to be performed hereunder and the Contractor shall assume full liability for the services performed by its Subcontractors.

(E) Not Used.

(F) Not Used.

(G) Not Used.

(8) COMPENSATION: The following provisions apply with respect to the payment of fees to the Contractor:

(A) Labor Costs, Overhead and Profit: Payment shall be made based on the actual hours expended by personnel multiplied by the corresponding hourly rates for the appropriate employee classification indicated in the "Schedule of Hourly Labor Billing Rates", attached as Exhibit I and incorporated herein. These rates include overhead and profit. The schedule is effective for the entire time that this Agreement remains in effect but may be revised within this time period no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. All information requested in the attached Exhibit I shall be provided by the Contractor.

1. Overhead - Direct Labor: Direct labor overhead costs include additions to payroll cost for holidays, sick leave, vacation, group insurance, workers' compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items. Direct labor overhead is shown on Exhibit I.

2. Overhead - General and Administrative: General and administrative overhead costs include administrative salaries (including non-productive salary of associates and employees), officer services, equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, legal and audit fees, use of electronic computer for accounting, and other related items. The percentage of direct straight time payroll to be added to salary costs is shown on Exhibit I.

(B) Changes in Hourly Rates: The hourly rates indicated in Exhibit I may be revised no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. The effective date established by the County for any subsequent revisions to Exhibit I should re-establish the beginning date for measuring the aforementioned twelve (12) month period. A new "Schedule of Hourly Labor Billing Rates" must be submitted by the Contractor and approved by the County prior to the inclusion of the revised rates in any subsequent Memorandum of Understanding. The Contractor shall submit all revisions to Exhibit I no later than forty-five (45) days prior to the desired effective date for use of the revised hourly rates. If no revisions are submitted and approved by the County, the billing rates established in the most recently approved Exhibit I will be used as the basis for all subsequent Memorandum of Understandings. Any revisions to the hourly rates included in Exhibit I and approved by the County will in no way change the hourly labor billing rates included in any previously executed Memorandums of Understanding. Any approved revisions to the hourly billing rates will only be applicable to Memorandums of

Understanding that are executed beyond the effective date of the revised Exhibit I.

(C) Individual Project Payment Ceiling: Total payment for an individual project carried out under this Agreement shall be limited to the "contract ceiling" stated in the Memorandum of Understanding covering that specific investigation. No work shall be done or costs incurred in excess of this ceiling until the County executes a supplemental Memorandum of Understanding.

(D) Payments: The Contractor may submit an invoice for services rendered to the County not more than once every month or upon completion of the services outlined in the Memorandum of Understanding. Upon receipt of the invoice, the County will, as soon as practicable, pay the Contractor for the services rendered. The County reserves the right to withhold payment, without penalty, to resolve disputes that may arise regarding the number of hours billed, the hourly rates used to develop the invoice, or the performance of services.

(E) Not Used

(9) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in the Memorandum of Understanding for each request for services. The Contractor and the County will be required to meet this schedule.

(B) The County will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor. The Contractor shall make requests for extensions of time in writing, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

(C) The Contractor and County agree that time is of the essence, and the Contractor and County will be required to meet the schedules in the appropriate Memorandum of Understanding. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, either party shall make no claim for damage. An extension of time shall be the sole allowable compensation for any such delays.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Contractor from performing necessary services at the project site, or in the Contractor's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project or plans by the Contractor;

4. Court proceedings;

5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The County may, without being in breach hereof, suspend or terminate the Contractor's services under this Agreement, or any services included in an active Memorandum of Understanding, for cause or for the convenience of the County, upon giving to the Contractor at least fifteen (15) days' prior written notice of the effective date thereof. The Contractor shall not accelerate performance of services during the fifteen (15) day period without the express written consent of the County.

(B) Should the Agreement be suspended or terminated for the convenience of the County, the County will pay to the Contractor its costs as set forth in paragraph (8) (A), for actual hours expended prior to such suspension or termination multiplied by the hourly rates included in the "Schedule of Hourly Billing Rates", plus reasonable hours incurred by the Contractor in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Contractor's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Contractor shall remain liable to the County for any claims or damages occasioned by any failure, default, error or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Contractor. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Contractor shall not be liable for any errors or omissions contained in deliverables, which are incomplete as a result of a suspension, or termination where the Contractor is deprived of the opportunity to complete the Contractor's services.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All deliverables, drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the County upon suspension, abandonment, cancellation, termination, or completion of the Contractor's services hereunder; provided, however,

1. The Contractor shall have the right to their future use with written permission of the County;

2. The Contractor shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Contractor shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. County, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a sub grant or contract under this agreement; and

II. Any rights of copyright to which County, its contractor or subcontractor purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g) (1) of the clause;

II. Paragraphs (g) (2) and (g) (3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the County Engineer.

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Contractor

Government and Federal Agency - County

Subcontractor - Subcontractor

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the County without further compensation and without restriction or limitation on their use.

(B) The County may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Contractor; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the County and the County shall use same at its sole risk and expense.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications or other deliverables; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Contractor has a claim for payment against the County which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Contractor's receipt of final payment. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Department of Public Works, Jefferson County, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the County.

(E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the County against the Contractor. Further, any claims of the County against the Contractor under this Agreement are not waived or estopped by the claims procedure in paragraphs 12 (C) and (D).

(13) SUCCESSORS AND ASSIGNS: The County and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(14) INDEMNIFICATION RESPONSIBILITY:

(A) The Contractor agrees to save harmless the County from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Contractor's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Contractor's employees, agents, and Subcontractors.

(B) The Contractor shall be responsible for the direct damages incurred by the County as result of the negligent acts, errors, or omissions of the Contractor or anyone for whom the Contractor is legally responsible, and for any losses or costs to repair or remedy any subsequent stage of project development, phase of work, or project construction as a result of such negligent acts, errors or omissions; provided, however, the Contractor shall not be liable to the County for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the subsequent stages of project development or the construction of the project.

(C) Neither the County's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the completion of subsequent stages of project development or the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the County on this project arising out of the Contractor's services hereunder.

(15) INSURANCE:

(A) The Contractor shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and Subcontractors in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Contractor's insurance coverages shall be for not less than the following limits of liability:

1. 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.
2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;
3. Worker's Compensation Insurance: 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.
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) The Contractor shall, upon request at any time, provide the County with certificates of insurance evidencing the Contractor's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (15) should be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri. In addition, any such insurance policy, except for Worker's Compensation, will name the County as additional insured.

(16) NONDISCRIMINATION CLAUSE: The Contractor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Contractor shall also comply with all state and federal statutes applicable to the Contractor relating

to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(17) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jefferson County, Missouri. The parties agree that this Agreement is entered into at Hillsboro, Missouri, and substantial elements of its performance will take place or be delivered at Hillsboro, Missouri, by reason of which the Contractor consents to venue of any action against it in Jefferson County, Missouri. The Contractor shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subcontractors of the Contractor in the performance of this Agreement.

(18) AUDIT OF RECORDS: For purpose of an audit, the Contractor shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the County or its designees and representatives, at the Contractor's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the County has notice of a potential claim against the Contractor and/or the County based on the Contractor's services under this Agreement, the Contractor, upon written request of the County, shall retain and preserve its records until the County has advised the Contractor in writing that the disputed claim is resolved.

(19) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the County or the Contractor at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the County: Notices to the County shall be addressed and delivered to the following Engineer, who is hereby designated by the County as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Contractor hereunder:

Jason Jonas, P.E.
Jefferson County Engineer
Department of Public Works
PO Box 100
Hillsboro, Missouri 63050
Telefax No.: 636-797-5565

Telephone No.: 636-797-5369
Email: JJonas@jeffcomo.org

The County reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the County may now or hereafter deem appropriate. Such substitution or designations shall be made by the County Engineer in a written notice to the Contractor.

(B) Notice to the Contractor: Notices to Contractor shall be addressed and delivered to Contractor's representative, as follows:

Contractor Contact Name, Registrations/Certifications
Contractor Contact Title
Company Name
Company Address
Company Contact Fax Number
Company Contact Phone Number
Company Contact Email Address
Company Website

The Contractor reserves the right to substitute another person for the individual named at any time, and to designate one or more Contractor's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Contractor may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Contractor's president or chief executive officer in a written notice to the County.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations, which govern the performance of this Agreement.

(21) CONFIDENTIALITY: The Contractor agrees that the Contractor's services under this Agreement are a confidential matter between the Contractor and the County. The Contractor shall not disclose any aspect of the Contractor's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subcontractors, and agents as may be necessary to allow them to perform services for the Contractor in the furtherance of this Agreement, without the prior approval of the County's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Contractor's services or to any information which (1) is already in the public domain or is already in the Contractor's possession at the time the Contractor performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the County under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the

County's Engineer, in advance.

(22) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and the Contractor.

(23) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the County and the Contractor.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Contractor under this Agreement or the termination of this Agreement for any reason.

(24) PAYMENT BOND: In the event a subcontractor is used for any services under this Agreement, Contractor shall provide a payment bond under Section 107.170 RSMo.. Any payment bond must be acceptable to the County and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Contractor under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Contactor the 10th day of December, 2015.

Executed by the County the _____ day of _____, 20____.

JEFFERSON COUNTY, MISSOURI

BY: Kenneth W. Wallace
COUNTY EXECUTIVE

Contractor Company Name

BY: Ken F. Wallace
Title: VI / Tres.
(Seal)

ATTEST:

Wes Wagner
County Clerk

ATTEST:

Huxco C/R Inc
Contractor Company Name

Katherine E. Missey
Deputy Clerk

Title: _____

APPROVED AS TO FORM:

John C. Wallace
County Counselor

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 fund 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.

D. C. Wallace
COUNTY AUDITOR

EXHIBIT 1
CONTRACTOR COMPANY NAME
HOURLY BILLING RATES

Employee Classification	*Hourly Labor Rate Non-Prevailing Wage /Man	*Hourly Labor Rate Prevailing Wage Per /man	Hourly Labor Rate Emergency Rate Per /Man
Roofers	47.37	88.73	94.87
Carpenter	36.50	57.34	
Labour	25.96	38.03	
Asbestos	42.34	62.36	
Lead	30.77	50.77	
Mold	55.98	75.98	
IMS	7 hrs 94.87 /hr	94.87	
Water Restoration	31.66	52.66	
Demo	33.25	53.25	
Painting	36.13	56.13	✓

* During Normal Business Hours.

Other Job Qualifications

Certified Roofing Inspector Commercial & Residential Lic # 200706124
 Lic SNS Adjuster Lic 847510
 Lead Safe Firm EPA NAT-F120054-1
 Asbestos Bldg Inspector Lic # 7118010615 MOIR 13152
 Asbestos Contractor Supervisor Lic # 7118010715 MOSR 13152
 Mold Cert # STC 02022015-000021 MRS
 IIRC 501 Approved Water Damage Restoration Co.
 Certified Master Applicator Certified Mastic Distributor 2210
 Certified Masticade Certified Duro-Last Certified Gencelox - Firestone
 Certified Non-Asbestos, Certified Celotex,
 Certified Electrician Xactimate 27 Certified Est Program



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/15

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

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

PRODUCER

Robert L EDMONDS
810 JEFFCO BLVD
ARNOLD, MO 63010

CONTACT

Robert Edmonds

PHONE

(A/C. No. Ext): 636-282-7000

FAX

(A/C. No): 636-287-8769

E-MAIL

ADDRESS:

INSURED

Huxco Const.
102 North Truman Blvd
Crystal City, MO 63019

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Great Lakes Insurance

INSURER B: Travelers Worker Compensation

INSURER C: Shelter Insurance

INSURER D: Great Lakes Insurance

INSURER E:

INSURER F:

COVERS

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY x COMMERCIAL GENERAL LIABILITY x CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLG009665	01/07/2015	01/07/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 \$
C	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			GLG009665	01/07/2015	01/07/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTIONS OF OPERATIONS below	Y/N N/A		6JUB-8D838786	12/04/2014	12/04/2015	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Employment Eligibility Verification

Welcome
Lewis HuxUser ID
LNUX3747Last Login
06:12 PM - 09/02/2010

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Company Information

Company Name: Huxco C/R Inc.[View / Edit](#)**Company ID Number:** 345850**Doing Business As (DBA) Name:****DUNS Number:****Physical Location:****Address 1:** 102 N. Truman Blvd**Mailing Address:****Address 1:****Address 2:****City:****State:****Zip Code:****County:**

Crystal City

MO

63018

JEFFERSON

Additional Information:**Employer Identification Number:** 201998139**Total Number of Employees:** 1 to 4**Perform verifications for your company's employees:** No**Parent Organization:****Administrator:****Organization Designation:****Employer Category:** None of these categories apply**NAICS Code:** 236 - CONSTRUCTION OF BUILDINGS[View / Edit](#)**Total Hiring Sites:** 1[View / Edit](#)**Total Points of Contact:** 1[View / Edit](#)

JEFFERSON COUNTY, MISSOURI

PAID

2012 PERSONAL PROPERTY

ACCT #	0N6075
VALUE	25,700
TAX RT	6.540300

HUXCO CONST & REMODELING INC
102 N TRUMAN BLVD
CRYSTAL CITY, MO 63019

TAX DISTRICT	TAX
CITY OF CRYSTAL	198.58
COUNTY TAX	8.10
CRYSTAL CITY SCHOOL	1,218.57
FESTUS SPECIAL	45.44
HEALTH UNIT TAX	19.20
JC DEV DISABILITIES	24.03
JEFFERSON COLLEGE	87.02
JOACHIM-PLATTIN AMB	40.99
MENTAL HEALTH TAX	24.03
PARK TAX	7.17
	7.71
** DATE PAID 12/06/2012 ** STATE TAX	
TOTAL TAXES	1,680.84
TOTAL PAID	1,680.84

994800	1996 UTE TRLR 16	1	50
978841	2003 DUMP TRLR 18	1	210
994800	2002 UTIL TRLR 16	1	90
978841	2003 DUMP TRLR 18	1	210
233807	2002 FORD RANGER PU 4WD	1	1,510
233807	2004 FORD RANGER PU 4WD	1	1,940
217357	2008 FORD EXPEDITION 4WD	1	5,790
994800	1999 UTIL TRLR 18	1	50
994800	1997 UTIL TRLR 18	1	50
990151	2009 GOOSENECK 352AX	1	5,120
992910	1985 CHEV. BOOM 30LBS 2AX	1	180
994800	1999 UTIL TRLR 16	1	50
Total Value:		15,250	

BUSINESS VALUE
1 10,460
Total Value: 10,460

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2013 PERSONAL PROPERTY

ACCT # 0N6075
VALUE 17,960
TAX RT 6.556700

HUXCO CONST & REMODELING INC
102 N TRUMAN BLVD
CRYSTAL CITY, MO 63019

TAX DISTRICT	TAX
CITY OF CRYSTAL	140.00
COUNTY TAX	5.21
CRYSTAL CITY SCHOOL	851.59
FESTUS SPECIAL	32.40
HEALTH UNIT TAX	13.47
JC DEV DISABILITIES	16.86
JEFFERSON COLLEGE	61.10
JOACHIM-PLATTIN AMB	29.67
MENTAL HEALTH TAX	16.86
PARK TAX	5.03
** DATE PAID 12/02/2013 ** STATE TAX	5.39
TOTAL TAXES	1,177.58
TOTAL PAID	1,177.58

001174 2008 FORD EXPEDITION 4WD 1 5,500
233807 2002 FORD RANGER PU 4WD 1 1,400
233807 2004 FORD RANGER PU 4WD 1 1,800
000000 1996 CHEV BOOM 30LBS 2AX 1 180
978841 2003 DUMP TRLR 18 1 200
994800 1997 UTIL TRLR 18 1 50
994800 2002 UTIL TRLR 16 1 80
990151 2009 GOOSENECK 352AX 1 4,760
994800 1998 UTIL TRLR 16 1 50
994800 1999 UTIL TRLR 16 1 50
978841 2003 DUMP TRLR 18 1 200
994800 1999 UTIL TRLR 16 1 50

Total Value: 14,320

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

Mr - Huxco
HUXCO-TO
HUXCO
HUXCO
HUXCO

2014 PERSONAL PROPERTY

ACCT # 0N6075
 VALUE 12,370
 TAX RT 6.561600

HUXCO CONST & REMODELING INC
 102 N TRUMAN BLVD
 CRYSTAL CITY, MO 63019

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF CRYSTAL	96.99
COUNTY TAX	2.94
CRYSTAL CITY SCHOOL	586.54
FESTUS SPECIAL	22.72
HEALTH UNIT TAX	9.38
JC DEV DISABILITIES	11.73
JEFFERSON COLLEGE	42.50
JOACHIM-PLATTIN AMB	19.93
MENTAL HEALTH TAX	11.73
PARK TAX	3.50
** DATE PAID 11/26/2014 ** STATE TAX	3.71
TOTAL TAXES	811.67
TOTAL PAID	811.67

001174 2008 FORD EXPEDITION 4W	1	4,320	Z - Business Value	1	230
233807 2002 FORD RANGER PU 4W	1	1,120	Total Value:		230
233807 2004 FORD RANGER PU 4W	1	1,440			
992910 1986 CHEV BOOM 30LBS 2A	1	180			
994800 1999 UTIL TRLR 16	1	50			
978841 2003 DUMP TRLR 18-	1	190			
994800 1997 UTIL TRLR 18 -	1	50			
994800 2002 UTIL TRLR 16 -	1	70			
990151 2009 GOOSENECK 35 2AX	1	4,430			
994800 1996 UTIL TRLR 16 -	1	50			
994800 1999 UTIL TRLR 18 -	1	50			
978841 2003 DUMP TRLR 18	1	190			
Total Value:		12,140			

BETH MAHN
 COUNTY COLLECTOR
 HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2012 PERSONAL PROPERTY

ACCT # OH1038
VALUE 7,730
TAX RT 5.971400

HUX, LEWIS F III & PAIGE
102 N TRUMAN BLVD
CRYSTAL CITY, MO 63019

<u>TAX DISTRICT</u>	<u>TAX</u>
COUNTY TAX	2.43
DESOTO RURAL FIRE	51.04
HEALTH UNIT TAX	5.77
JC DEV DISABILITIES	7.23
JEFFERSON COLLEGE	26.17
MENTAL HEALTH TAX	7.23
PARK TAX	2.16
ROAD & BRIDGE TAX	16.35
STATE TAX	2.32
SUNRISE SCHOOL	305.96
** DATE PAID 12/06/2012 ** VALLE AMBULANCE	34.93
TOTAL TAXES	461.59
TOTAL PAID	461.59

961448 1940 CAD SEDAN	1	100
164565 2001 ARCTIC CAT ATV UNSP	1	390
231081 1997 FORD RANGER PU	1	620
993972 2000 BOAT FG 22	1	530
067332 2000 MERCURY 225HP	1	960
743505 2000 BOAT TRLR 22	1	170
742441 2005 CAD CTS	1	3,070
001116 2000 FORD 1 TON XC 4WD	1	1,890
Total Value:		7,730

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2013 PERSONAL PROPERTY

	TAX DISTRICT	TAX
ACCT #	0H1038	2.95
VALUE	10,180	67.22
TAX RT	5.972200	7.64
HUX, LEWIS F III & PAIGE		9.56
102 N TRUMAN BLVD		34.63
CRYSTAL CITY, MO 63019		9.56
MENTAL HEALTH TAX		2.85
PARK TAX		21.56
ROAD & BRIDGE TAX		3.05
STATE TAX		402.93
SUNRISE SCHOOL		46.02
** DATE PAID 12/02/2013 ** VALLE AMBULANCE		607.97
TOTAL TAXES		607.97
TOTAL PAID		607.97

000000	1940 CAD SEDAN	1	100
001142	1997 FORD RANGER PU	1	580
001116	2000 FORD 1 TON XC 4WD	1	1,760
603912	2009 FORD EDGE LTD AWD	1	5,840
164565	2001 ARCTIC CAT ATV UNSP	1	360
993972	2000 BASS BOAT FG 22	1	490
067332	2000 MERCURY 225HP	1	890
743605	2000 BOAT TRLR 22	1	160
Total Value:			10,180

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2014 PERSONAL PROPERTY

ACCT # 0H1038
VALUE 8,360
TAX RT 6.108800
HUX, LEWIS F III & PAIGE
102 N TRUMAN BLVD
CRYSTAL CITY, MO 63019

<u>TAX DISTRICT</u>	<u>TAX</u>
COUNTY TAX	1.99
DESOTO RURAL FIRE	55.46
HEALTH UNIT TAX	6.34
JC DEV DISABILITIES	7.93
JEFFERSON COLLEGE	28.72
MENTAL HEALTH TAX	7.93
PARK TAX	2.37
ROAD & BRIDGE TAX	17.86
STATE TAX	2.51
SUNRISE SCHOOL	341.44
** DATE PAID 12/02/2014 ** VALLE AMBULANCE	38.14
TOTAL TAXES	510.69
TOTAL PAID	510.69

951348 1940 CAD SEDAN	1	100
001142 1997 FORD RANGER PU	1	460
001116 2000 FORD 1 TON XC 4WD	1	1,410
603912 2008 FORD EDGE LTD AWD	1	4,620
164565 2001 ARCTIC CAT ATV UNSF	1	330
993972 2000 BASS BOAT FG 22	1	460
067332 2000 MERCURY 225HP	1	830
743505 2000 BOAT TRLR 22	1	150
Total Value:		8,360

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

HUXCO, CONSTRUCTION & REMODELING INC.
102, N. TRUMAN BLVD.
CRYSTAL CITY MO 63019
636-931-2243 OFFICES, 636-931-2243
Toll Free 1-866-931-2243
huxcoconstruction.com
leuishux@aol.com
Haag Eng. Cert. Roofing Insp. #200706124
Asbestos super/cont. 7118010715MOSR13152
Asbestos Bldg. Inspector 7118010615MOIR13152
EPA Lead Safe- Certified Firm NAT-F120054-1
Insurance Adjuster Lic 8475510
IIRC Water restoration certified 501

Letter of Interest for on call Carpenters or building contractors 12-2015-12-2017.

We have done work and projects in the past years for the county and currently doing projects now.

We have 20yrs in doing business in Jefferson County. New Const., Remodeling, Hospitals, Schools, Commercial, Restaurant's Etc.

We are certified and or authorized installers for many commercial bldg. products. CertainTeed, Malarkey, Duro-Last, Gen-Flex/Firestone, Nova Brick, Mule-Hide, to name a Few.

We currently Direct Repair Company for Safeco/Liberty Mutual for claims and 24hr bldg. ems.

If References need we can supply them or go to our Web site
WWW.huxcoconstruction.com

Thank you
lfh

HUXCO, CONSTRUCTION & REMODELING INC.

102, N. TRUMAN BLVD.

CRYSTAL CITY MO 63019

636-931-2243 OFFICES, 636-931-2243

Toll Free 1-866-931-2243

huxcoconstruction.com

leuishux@aol.com

Haag Eng. Cert. Roofing Insp. #200706124

Asbestos super/cont. 7118010715MOSR13152

Asbestos Bldg. Inspector 7118010615MOIR13152

EPA Lead Safe- Certified Firm NAT-F120054-1

Insurance Adjuster Lic 8475510

IIRC Water restoration certified 501

Mold Remediation Specialist STC 02022015-000021 MRS

Letter of Interest for on call Carpenters or building contractors 12-2015-12-2017.

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Thank you

Ifh

