



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 James  
5 G. Staat Tuckpointing, Inc. and Staat, Inc. for a term from 10-11-16 to 10-10-17 upon  
6 approval by the County Council and County Executive for **\$60,000.00** per contractor, for  
7 the total amount up to **\$120,000.00** 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	<u>BID NAME</u>
14	On-Call Masonry Services
15	<u>TERM</u>
16	10-11-16 to 10-10-17
17	Upon approval by the County Council and County Executive
18	<u>AMOUNT</u>
19	<b>\$60,000.00</b> per contractor
20	for the total amount up to <b>\$120,000.00</b>
21	subject to budgetary limitations
22	<u>AWARDED BIDDERS</u>

1 James G. Staat Tuckpointing, Inc. (A1)

2 Staat, Inc. (A2)

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

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

14 Section 4. This Ordinance shall be in full force and effect from and after its  
15 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
16 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>Absent</u>

THE ABOVE BILL ON THIS 11th DAY OF October, 2016:

PASSED       FAILED



Renee Reuter, County Council Chair



Administrative Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 12<sup>TH</sup> DAY OF OCTOBER, 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: 10-11-2016



# County of Jefferson

## State of Missouri

Maple Street Annex  
725 Maple Street - PO Box 100  
Hillsboro, Missouri 63050

EXHIBIT  
A1  
PENGAD 800-631-6869

Ken Waller  
County Executive

### DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

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

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

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

JAMES G STAAT TUCKPOINTING AND WATERPROOFING  
DONNA RINGWALD  
8177 GRAVOIS RD  
ST LOUIS MO 63123

8/8/2016

Re: RFQ FOR ON-CALL MASONRY SERVICES – County of Jefferson  
Various Projects during the Calendar Year of 2016

We have received your requested documents regarding the above-mentioned project. We would like to award you an on-call contract for this work. In order for us to do that the following is required:

1. Review, complete, and make note of any changes on the enclosed agreement, sign and return the original.
  2. Provide a Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)
  - 3a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
- Or
- 3b A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.
  4. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (<http://www.dhs.gov/e-verify>)

The enclosed agreement is for the Contractor to review and respond to the County by signing or by marking any requested changes. Please include hourly wages (prevailing wage, non-prevailing wage, emergency wage, prevailing emergency wage, and non-prevailing emergency wage) of all the personnel that might be used on a project such as Technician Level 1, Carpenter, Project Manager, Apprentice, etc.

We would like to get this on the next County Council meeting for approval which means we would need this information by August 15, 2016.

Please mail the above documents to:

Jefferson County  
ATTN: Contracts Dept.  
PO Box 100  
Hillsboro, MO 63050

Should you have any questions or need additional information please call my office or Jason Jonas at 636-797-5369.

Sincerely,  
Vickie S. Pratt  
Office of Contracts and Grants  
(636) 797-5380

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Office of Contracts and Grants  
(636) 797-5380

**JEFFERSON COUNTY  
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT is entered into by James G. Staat Tuckpointing, Inc. (hereinafter, "Contractor") and the County of Jefferson, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the County has a need at various times over the term period for this contract for a contractor to perform technical and/or manual labor 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 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) "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.

(B) "CONTRACTOR" means the business providing technical or manual labor services to the County as a party to this Agreement.

(C) "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 .

(D) "DELIVERABLES" means all technical services including; designs, drawings, plans or specifications, and manual labor services including; equipment, materials or labor used in association with projects completed under 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.

(E) "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.

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

(G) "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 or labor services under this Agreement but shall not include those entities, which supply only materials or supplies to the Contractor.

(H) "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.

(I) "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.

(J) "SERVICES" includes all technical or labor 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 technical and/or manual labor services, as well as 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 manhours 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 and terminate one (1) year later; unless otherwise terminated prior to this date pursuant to the provisions of paragraph (10) of this

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Agreement. Upon concurrence of all parties, this Agreement may be renewed for an additional one (1) year term.

(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 quality, 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) 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.

(E) 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.

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.

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(B) 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 statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

(C) 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.

(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 labor 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, equipment and/or materials 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.

(9) PERIOD OF SERVICE:

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.

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(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 DELIVERABLES:

(A) All services completed in the 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 under the terms of this Agreement.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the work performed 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 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 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 of 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

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 DELIVERABLES:

(A) All services completed in the 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 under the terms of this Agreement.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the work performed 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 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 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 of 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 statues 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, if applicable to the services to be rendered as part of the Memorandum of Understanding under the Agreement.

(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.

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, if applicable to the services to be rendered as part of the Memorandum of Understanding under the Agreement.

(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,

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.

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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

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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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the County the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JEFFERSON COUNTY, MISSOURI

BY: Kenneth Walker  
COUNTY EXECUTIVE

Contractor Company Name

BY: James G. Start  
Title: PRESIDENT

(Seal)

ATTEST:

Wes Wagner  
County Clerk  
Katherine E. Missey  
Deputy Clerk

ATTEST:

James G. Start JAMES G. START  
Contractor Company Name TUCKER SYSTEMS, INC.  
Title: Contract Administrator

APPROVED AS TO FORM:

[Signature]  
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.

\_\_\_\_\_  
COUNTY AUDITOR

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

Executed by the Contactor the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the County the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JEFFERSON COUNTY, MISSOURI

Contractor Company Name

BY: Kenneth Walker  
COUNTY EXECUTIVE

BY: James G. Staat  
Title: PRESIDENT

(Seal)

ATTEST:

ATTEST:

Wes Wagner  
County Clerk

James G. Staat JAMES G. STAAT  
Contractor Company Name TUCKER/STANTIS

Katherine E. Mussey  
Deputy Clerk

Title: Contract Administrator

APPROVED AS TO FORM:

[Signature]  
County Counselor

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[Signature]  
COUNTY AUDITOR





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 202098

## 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 James G Staat Tuckpointing Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 202098

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

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 202098

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 James G Staat Tuckpointing Inc

James Staat

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/30/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/30/2009

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Midwest Agency 8917 Veterans Memorial Pkwy O'Fallon, MO 63366	CONTACT NAME: Traci Irvine	
	PHONE (A/C No, Ext): (636) 978-6620 x113	FAX (A/C No): (636) 978-7715
E-MAIL ADDRESS: traci@midwestagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FCCI Insurance Group		FCI
INSURER B:		
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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		CPP0021265	10/14/2015	10/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 0030992	10/14/2015	10/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			UMB0022064	10/14/2015	10/14/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC00003471	10/14/2015	10/14/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	FLT			CPP0021265	10/14/2015	10/14/2016	300,000
A	BR			CPP0021265	10/14/2015	10/14/2016	224,364

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
County of Jefferson, Various Projects during the calendar year of 2016 Jefferson County, MO Jefferson County, MO is named additional insured in regards to General Liability.

CERTIFICATE HOLDER Jefferson County, MO	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 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2016

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Midwest Agency 8917 Veterans Memorial Pkwy O'Fallon, MO 63366	CONTACT NAME: Traci Irvine	
	PHONE (A/C No. Ext): (636) 978-6620 x113 FAX (A/C No.): (636) 978-7715 E-MAIL ADDRESS: traci@midwestagency.com	
INSURED James G Staat Tuckpointing Inc 8177 Gravois Ave St Louis, MO 63123	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FCCI Insurance Group	FCI
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CPP0021265	10/14/2015	10/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 0030992	10/14/2015	10/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			UMB0022064	10/14/2015	10/14/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC00003471	10/14/2015	10/14/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	FLT			CPP0021265	10/14/2015	10/14/2016	300,000
A	BR			CPP0021265	10/14/2015	10/14/2016	224,364

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

County of Jefferson, Various Projects during the calendar year of 2016 Jefferson County, MO Jefferson County, MO is named additional insured in regards to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Jefferson County, MO	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 

JEFFERSON COUNTY, MISSOURI

PAID

2012 PERSONAL PROPERTY

ACCT # 125454  
VALUE 188,400  
TAX RT 6.739600

JAMES G STAAT TUCKPOINTING INC  
8177 GRAVOIS RD  
ST LOUIS, MO 63123

TAX DISTRICT	TAX
BIG RIVER AMBULANCE	581.97
COUNTY TAX	59.35
HEALTH UNIT TAX	140.73
HIGH RIDGE FIRE	1,575.21
JC DEV DISABILITIES	176.15
JEFFERSON COLLEGE	637.92
LIBRARY / R1	357.96
MENTAL HEALTH TAX	176.15
NORTHWEST SCHOOL	8,484.41
PARK TAX	52.56
ROAD & BRIDGE TAX	398.47
STATE TAX	56.52

\*\* DATE PAID 12/31/2012 \*\*

TOTAL TAXES	12,697.40
TOTAL PAID	12,697.40

001118	2000 FORD 3/4 TON PU 4WD	1	2,300
447144	1996 FB TRLR HMDE 12	1	30
008077	2000 UTIL TRLR 14	1	60
001108	2006 FORD 1/2 TON PU 4WD	1	3,200
001118	2006 FORD 3/4 TON PU 4WD	1	3,590
001118	2008 FORD 3/4 TON PU 4WD	1	4,920
001334	2009 CHEV 1/2 TON PU	1	4,770
001920	2012 CAD ESCALADE 4WD	1	20,000
000699	2010 CHEV 1 TON PU 4WD	1	7,720
798932	1993 FORD DUMP UNSP	1	1,170
031859	1999 UTIL TRLR UNSP	1	100
031859	2007 UTIL TRLR UNSP	1	510
829577	2009 DUMP TRLR UNSP	1	5,900
829577	2009 DUMP TRLR UNSP	1	5,900
001167	2000 FORD 1 TON PU	1	1,270
001256	2010 DODGE 3/4 TON PU 4WD	1	5,380
719432	2011 DODGE 1/2 TON QC 4WD	1	7,450
Total Value:			77,330

BUSINESS VALUE	1	111,070
Total Value:		111,070

BETH MAHN  
COUNTY COLLECTOR  
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2013 PERSONAL PROPERTY

ACCT # 125454  
VALUE 163,160  
TAX RT 6.816200

JAMES G STAAT TUCKPOINTING INC  
8177 GRAVOIS RD  
ST LOUIS, MO 63123

TAX DISTRICT	TAX
BIG RIVER AMBULANCE	520.81
COUNTY TAX	47.32
HEALTH UNIT TAX	122.37
HIGH RIDGE FIRE	1,363.69
JC DEV DISABILITIES	153.21
JEFFERSON COLLEGE	555.07
LIBRARY / R1	311.64
MENTAL HEALTH TAX	153.21
NORTHWEST SCHOOL	7,453.79
PARK TAX	45.68
ROAD & BRIDGE TAX	345.57
STATE TAX	48.95

\*\* DATE PAID 12/13/2013 \*\*

TOTAL TAXES	11,121.31
TOTAL PAID	11,121.31

001118	2008 FORD 3/4 TON PU 4WC	1	2,760
001118	2003 FORD 3/4 TON PU 4WC	1	2,190
001118	2008 FORD 3/4 TON PU 4WC	1	4,240
001334	2009 CHEV 1/2 TON PU	1	4,570
001920	2012 CAD ESCALADE 4WD	1	18,260
000696	2010 CHEV 1 TON PU 4WD	1	7,230
001117	2000 FORD 1 TON PU	1	1,120
001266	2010 DODGE 3/4 TON PU 4W	1	6,550
719432	2011 DODGE 1/2 TON QC 4W	1	6,810
001167	2002 FORD 1 TON BOX	1	1,620
000000	1977 JEEP CJ5 4WD	1	100
001118	2006 FORD 3/4 TON PU 4WC	1	2,760
000000	1993 FORD DUMP UNSP	1	840
447144	1996 FB TRLR HMDE 12	1	30
008077	2000 UTIL TRLR 14	1	60
031859	1999 UTIL TRLR UNSP	1	90
031859	2007 UTIL TRLR UNSP	1	470
829577	2009 DUMP TRLR UNSP	1	5,490
829577	2009 DUMP TRLR UNSP	1	5,490
000000	1989 UTIL TRLR HMDE UNSI	1	50
386084	2012 GOOSENECK 30	1	3,080

Total Value: 73,810

BUSINESS VALUE	1	88,350
Total Value:		89,350

BETH MAHN  
COUNTY COLLECTOR  
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2013 PERSONAL PROPERTY

ACCT # 125454  
VALUE 163,160  
TAX RT 6.816200

JAMES G STAAT TUCKPOINTING INC  
8177 GRAVOIS RD  
ST LOUIS, MO 63123

TAX DISTRICT	TAX
BIG RIVER AMBULANCE	520.81
COUNTY TAX	47.32
HEALTH UNIT TAX	122.37
HIGH RIDGE FIRE	1,363.69
JC DEV DISABILITIES	153.21
JEFFERSON COLLEGE	555.07
LIBRARY / R1	311.64
MENTAL HEALTH TAX	153.21
NORTHWEST SCHOOL	7,453.79
PARK TAX	45.68
ROAD & BRIDGE TAX	345.57
STATE TAX	48.95

\*\* DATE PAID 12/13/2013 \*\*

TOTAL TAXES	11,121.31
TOTAL PAID	11,121.31

001118 2006 FORD 3/4 TON PU 4WC	1	2,760
001118 2003 FORD 3/4 TON PU 4WC	1	2,190
001118 2008 FORD 3/4 TON PU 4WC	1	4,240
001334 2009 CHEV 1/2 TON PU	1	4,570
001920 2012 CAD ESCALADE 4WD	1	18,250
000695 2010 CHEV 1 TON PU 4WD	1	7,230
001117 2000 FORD 1 TON PU	1	1,120
001255 2010 DODGE 3/4 TON PU 4W	1	6,550
719432 2011 DODGE 1/2 TON QC 4W	1	8,810
001167 2002 FORD 1 TON BOX	1	1,620
000000 1977 JEEP CJS 4WD	1	100
001118 2006 FORD 3/4 TON PU 4WC	1	2,760
000000 1993 FORD DUMP UNSP	1	840
447144 1956 FB TRLR HMDE 12	1	30
008077 2000 UTIL TRLR 14	1	60
031859 1999 UTIL TRLR UNSP	1	90
031859 2007 UTIL TRLR UNSP	1	470
829577 2009 DUMP TRLR UNSP	1	5,490
829577 2009 DUMP TRLR UNSP	1	5,490
000000 1989 UTIL TRLR HMDE UNSP	1	50
366084 2012 GOOSENECK 30	1	3,080
Total Value:		73,810

BUSINESS VALUE	1	89,350
Total Value:		89,350

BETH MAHN  
COUNTY COLLECTOR  
HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2014 PERSONAL PROPERTY

ACCT # 125454  
VALUE 201,340  
TAX RT 6.857600

JAMES G STAAT TUCKPOINTING INC  
8177 GRAVOIS RD  
ST LOUIS, MO 63123

TAX DISTRICT	TAX
BIG RIVER AMBULANCE	643.68
COUNTY TAX	47.92
HEALTH UNIT TAX	152.62
HIGH RIDGE FIRE	1,671.32
JC DEV DISABILITIES	190.87
JEFFERSON COLLEGE	691.80
LIBRARY / R1	387.98
MENTAL HEALTH TAX	190.87
NORTHWEST SCHOOL	9,262.60
PARK TAX	56.98
ROAD & BRIDGE TAX	430.06
STATE TAX	60.40

\*\* DATE PAID 12/17/2014 \*\*

TOTAL TAXES	13,807.10
TOTAL PAID	13,807.10

*James G. Staat Tuckpointing, Inc.*

001118	2008 FORD 3/4 TON PU 4WC	1	2,260
001118	2008 FORD 3/4 TON PU 4WC	1	3,320
001920	2012 CAD ESCALADE 4WD	1	15,780
000598	2010 CHEV 1 TON PU 4WD	1	8,420
001117	2000 FORD 1 TON PU	1	900
001256	2010 DODGE 3/4 TON PU 4W	1	5,530
719432	2011 DODGE 1/2 TON QC 4W	1	6,260
001118	2003 FORD 3/4 TON PU 4WC	1	1,750
001167	2002 FORD 1 TON BOX	1	1,300
151196	1977 JEEP CJS 4WD	1	100
001118	2006 FORD 3/4 TON PU 4WC	1	2,260
001334	2009 CHEV 1/2 TON PU	1	4,080
001118	2006 FORD 3/4 TON PU 4WC	1	2,260
000228	1985 CHEV 1 TON DUMP	1	100
788932	1993 FORD DUMP UNSP	1	840
447144	1986 FB TRLR HMDE 12	1	30
008077	2000 UTIL TRLR 14	1	60
031859	1999 UTIL TRLR UNSP	1	80
031859	2007 UTIL TRLR UNSP	1	440
829577	2009 DUMP TRLR UNSP	1	5,110
388084	2012 GOOSENECK 30	1	2,860
Total Value:			61,720

BUSINESS VALUE	1	139,620
Total Value:		139,620

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

Phone: 797-5406 (LOCAL)

**Labor Rate Breakdown**

James G. Staat Tuckpointing Inc. Tuckpointing Local 1 From 6/1/2016 5/31/2017  
 Contractor/ Sub-Contractor Craft Location Effective Dates

	Straight Time Rate			Time and a Half Rate			Double Time Rate		
	Journey Man	Foreman	General Foreman	Journey Man	Foreman	General Foreman	Journey Man	Foreman	General Foreman
Base Hourly Rate	\$ 32.50	\$ 36.03	\$ 36.93	\$ 48.75	\$ 54.05	\$ 54.80	\$ 65.00	\$ 72.06	\$ 73.06
F.I.C.A.	\$ 2.70	\$ 2.97	\$ 3.01	\$ 4.05	\$ 4.46	\$ 4.51	\$ 5.40	\$ 5.94	\$ 6.02
State & Federal Unemployment Tax	\$ 3.42	\$ 3.77	\$ 3.82	\$ 5.14	\$ 5.55	\$ 5.72	\$ 6.85	\$ 7.53	\$ 7.63
Work Comp ( State Portion Only )	\$ 5.81	\$ 6.39	\$ 6.47	\$ 8.72	\$ 9.59	\$ 9.71	\$ 11.62	\$ 12.78	\$ 12.95
Other Insurance	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62
St. Louis City Payroll Tax (If Applies)	\$ 0.35	\$ 0.39	\$ 0.39	\$ 0.53	\$ 0.58	\$ 0.59	\$ 0.69	\$ 0.76	\$ 0.77
Verizon Phones	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52
Welfare Fund	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39
Vacation Fund	\$ 2.80	\$ 2.80	\$ 2.80	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
Apprentice Fund	\$ 0.28	\$ 0.28	\$ 0.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pension	\$ 9.78	\$ 9.78	\$ 9.78	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72
Other Union	\$ 1.18	\$ 1.18	\$ 1.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total	\$ 71.36	\$ 76.12	\$ 76.79	\$ 94.63	\$ 101.77	\$ 102.78	\$ 117.01	\$ 126.53	\$ 127.88
Overhead	\$ 10.70	\$ 11.42	\$ 11.52	\$ 14.19	\$ 15.27	\$ 15.42	\$ 17.55	\$ 18.98	\$ 19.18
<b>Total Rate</b>	\$ 82.06	\$ 87.53	\$ 88.31	\$ 108.83	\$ 117.04	\$ 118.20	\$ 134.56	\$ 145.51	\$ 147.06

- \*\*\*\*\* Company truck expense is \$105.00 per day, not included in above
- \*\*\*\*\* Travel expenses is \$1.00 per man hour, not included in above (Travel charged for commute over an hour from office location)
- \*\*\*\*\* Small Tools and supplies fee is \$2.28 per man hour, not included in above
- \*\*\*\*\* Hot Pressure Washer \$100.00 per day
- \*\*\*\*\* There will be a 15% markup on all rental equipment, not included in above
- \*\*\*\*\* There will be a 25% markup on all material for handling, not included in above
- \*\*\*\*\* There will be a \$75.00 per hour charge for project manager time on all FireStop work, not included in above

Contractor/Sub-Contractor's mark-up for Overhead on materials  
 on Sub-Contracts  
 for Contractor/Sub-Contractor on Sub-Contracts  
 for a Combined Total of \_\_\_\_\_  
 AUTHORIZATION: \_\_\_\_\_

**Labor Rate Breakdown**

James G. Staat Tuckpointing Inc. Contractor/ Sub-Contractor      Tuckpointing Craft      Local 1 Location      From 6/1/2016 To 5/31/2017 Effective Dates

	Straight Time Rate			Time and a Half Rate			Double Time Rate		
	Journey Man	Foreman	General Foreman	Journey Man	Foreman	General Foreman	Journey Man	Foreman	General Foreman
Base Hourly Rate	\$ 32.50	\$ 36.00	\$ 36.50	\$ 48.75	\$ 54.05	\$ 54.80	\$ 65.00	\$ 72.06	\$ 73.06
F.I.C.A.	\$ 2.70	\$ 2.97	\$ 3.01	\$ 4.05	\$ 4.46	\$ 4.51	\$ 5.40	\$ 5.94	\$ 6.02
State & Federal Unemployment Tax	\$ 3.42	\$ 3.77	\$ 3.82	\$ 5.14	\$ 5.65	\$ 5.72	\$ 6.85	\$ 7.53	\$ 7.63
Work Comp ( State Portion Only )	\$ 5.81	\$ 6.39	\$ 6.47	\$ 8.72	\$ 9.59	\$ 9.71	\$ 11.62	\$ 12.78	\$ 12.95
Other Insurance	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62
St. Louis City Payroll Tax (If Applies)	\$ 0.35	\$ 0.39	\$ 0.39	\$ 0.53	\$ 0.58	\$ 0.59	\$ 0.69	\$ 0.76	\$ 0.77
Verizon Phones	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52
Welfare Fund	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39
Vacation Fund	\$ 2.80	\$ 2.80	\$ 2.80	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
Apprentice Fund	\$ 0.28	\$ 0.28	\$ 0.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pension	\$ 9.78	\$ 9.78	\$ 9.78	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72
Other Union	\$ 1.18	\$ 1.18	\$ 1.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total	\$ 71.36	\$ 76.12	\$ 76.79	\$ 94.63	\$ 101.77	\$ 102.78	\$ 117.01	\$ 126.53	\$ 127.88
Overhead	\$ 10.70	\$ 11.42	\$ 11.52	\$ 14.19	\$ 15.27	\$ 15.42	\$ 17.55	\$ 18.98	\$ 19.18
<b>Total Rate</b>	\$ 82.06	\$ 87.53	\$ 88.31	\$ 108.83	\$ 117.04	\$ 118.20	\$ 134.56	\$ 145.51	\$ 147.06

- \*\*\*\*\* Company truck expense is \$105.00 per day, not included in above
- \*\*\*\*\* Travel expenses is \$1.00 per man hour, not included in above (Travel charged for commute over an hour from office location)
- \*\*\*\*\* Small Tools and supplies fee is \$2.28 per man hour, not included in above
- \*\*\*\*\* Hot Pressure Washer \$100.00 per day
- \*\*\*\*\* There will be a 15% markup on all rental equipment, not included in above
- \*\*\*\*\* There will be a 25% markup on all material for handling, not included in above
- \*\*\*\*\* There will be a \$75.00 per hour charge for project manager time on all FireStop work, not included in above

Contractor/Sub-Contractor's mark-up for Overhead on materials  
 on Sub-Contracts  
 for Contractor/Sub-Contractor on Sub-Contracts  
 AUTHORIZATION: \_\_\_\_\_

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, MELISSA SCHWABE, 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 JAMES G STAAT TUCKER INC (hereinafter "Company") and have 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 AFFIANT SAYETH NOT.**

By: Melissa Schwabe (individual signature)

For JAMES G. STAAT TUCKER INC (company name)

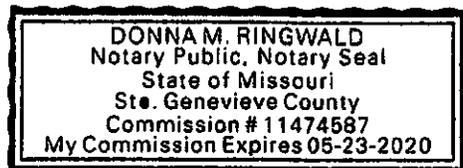
Title: Controller

STATE OF MISSOURI)

COUNTY OF Genevieve ) ss.

On this 20<sup>th</sup> day of SEPTEMBER, 2016, before me, DONNA RINGWALD, a Notary Public in and for such County and State, personally appeared MELISSA SCHWABE of JAMES G. STAAT TUCKER INC, known to me to be the person who executed the affidavit on behalf of said JAMES G. STAAT TUCKER INC and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this 20<sup>th</sup> day of SEPTEMBER, 2016.

Donna Ringwald  
Notary Public  
My commission expires on: 5/25/2020



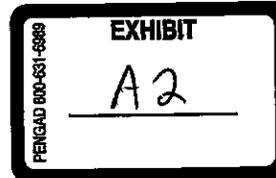


# County of Jefferson

State of Missouri  
Maple Street Annex  
725 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

Ken Waller

County Executive



## DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

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

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

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

STAAT INC.  
DONNA RINGWALD  
8177 GRAVOIS RD  
ST LOUIS MO 63123

8/8/2016

Re: RFQ FOR ON-CALL MASONRY SERVICES – County of Jefferson  
Various Projects during the Calendar Year of 2016

We have received your requested documents regarding the above-mentioned project. We would like to award you an on-call contract for this work. In order for us to do that the following is required:

1. Review, complete, and make note of any changes on the enclosed agreement, sign and return the original.
2. Provide a Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)

3a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>

Or

3b A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

4. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (<http://www.dhs.gov/e-verify>)

The enclosed agreement is for the Contractor to review and respond to the County by signing or by marking any requested changes. Please include hourly wages (prevailing wage, non-prevailing wage, emergency wage, prevailing emergency wage, and non-prevailing emergency wage) of all the personnel that might be used on a project such as Technician Level 1, Carpenter, Project Manager, Apprentice, etc.

We would like to get this on the next County Council meeting for approval which means we would need this information by August 15, 2016.

Please mail the above documents to:

Jefferson County  
ATTN: Contracts Dept.  
PO Box 100  
Hillsboro, MO 63050

Should you have any questions or need additional information please call my office or Jason Jonas at 636-797-5369.

Sincerely,  
Vickie S. Pratt  
Office of Contracts and Grants  
(636) 797-5380

Should you have any questions or need additional information please call my office or Jason Jonas at 636-797-5369.

Sincerely,  
Vickie S. Pratt  
Office of Contracts and Grants  
(636) 797-5380

**JEFFERSON COUNTY  
CONTRACTOR SERVICES AGREEMENT**

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

WITNESSETH:

WHEREAS, the County has a need at various times over the term period for this contract for a contractor to perform technical and/or manual labor 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 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) "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.

(B) "CONTRACTOR" means the business providing technical or manual labor services to the County as a party to this Agreement.

(C) "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 .

(D) "DELIVERABLES" means all technical services including; designs, drawings, plans or specifications, and manual labor services including; equipment, materials or labor used in association with projects completed under 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.

(E) "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.

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

(G) "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 or labor services under this Agreement but shall not include those entities, which supply only materials or supplies to the Contractor.

(H) "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.

(I) "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.

(J) "SERVICES" includes all technical or labor 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 technical and/or manual labor services, as well as 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 manhours 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 and terminate one (1) year later; unless otherwise terminated prior to this date pursuant to the provisions of paragraph (10) of this

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Agreement. Upon concurrence of all parties, this Agreement may be renewed for an additional one (1) year term.

(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 quality, 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) 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.

(E) 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.

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) 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.

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(B) 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 statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

(C) 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.

(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 labor 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, equipment and/or materials 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.

(9) PERIOD OF SERVICE:

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.

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(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 DELIVERABLES:

(A) All services completed in the 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 under the terms of this Agreement.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the work performed 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 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 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 of 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

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.

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(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 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 of 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 statues 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, if applicable to the services to be rendered as part of the Memorandum of Understanding under the Agreement.

(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.

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(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, if applicable to the services to be rendered as part of the Memorandum of Understanding under the Agreement.

(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,

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.

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Department of Public Works  
PO Box 100  
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Contractor Contact Title  
Company Name  
Company Address  
Company Contact Fax Number  
Company Contact Phone Number  
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Company Website

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(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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the County the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JEFFERSON COUNTY, MISSOURI

BY: Kenneth B. Wallace  
COUNTY EXECUTIVE

Contractor Company Name  
BY: [Signature]  
Title: PRESIDENT

(Seal)

ATTEST:

Wes Wagner  
County Clerk

Katherine E. Mussey  
Deputy Clerk

ATTEST:

Start, Inc Donna Buel  
Contractor Company Name

Title: Contract Administrator

APPROVED AS TO FORM:

[Signature]  
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.

\_\_\_\_\_  
COUNTY AUDITOR

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

Executed by the Contactor the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the County the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JEFFERSON COUNTY, MISSOURI

BY: Kenneth B. Walker  
COUNTY EXECUTIVE

Contractor Company Name

BY: [Signature]

Title: PRESIDENT

(Seal)

ATTEST:

Wes Wagner  
County Clerk

Katherine E. Missey  
Deputy Clerk

ATTEST:

Start, Inc. Bruce Buel  
Contractor Company Name

Title: Contract Administrator

APPROVED AS TO FORM:

[Signature]  
County Counselor

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[Signature]  
COUNTY AUDITOR





Company ID Number: 911186

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Staat Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following 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:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 911186

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MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

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Company ID Number: 911186

Approved by:

<b>Employer</b> Staat Inc	
<b>Name (Please Type or Print)</b> Joseph Staat	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/21/2015
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/21/2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Midwest Agency 8917 Veterans Memorial Parkway O Fallon MO 63366 Gabriel Ins Inc	CONTACT NAME: Darren Gabriel
	PHONE (A/C No. Ext): 636-978-6620 FAX (A/C No.): 636-978-7715
	E-MAIL ADDRESS: traci@midwestagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: FCCI Insurance Group	NAIC # FCI
INSURER B:	
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	ADBL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP0021265	10/14/2015	10/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 0030992	10/14/2015	10/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0022064	10/14/2015	10/14/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC00003472-Staat Inc	10/14/2015	10/14/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Flt			CPP0021265	10/14/2015	10/14/2016	300,000
A	BR			CPP0021265	10/14/2015	10/14/2016	224,364

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

Project: County of Jefferson, various projects during the calendar year of 2016  
Jefferson County, MO  
Jefferson County, MO is named additional insured in regards to General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

JEFFERSON COUNTY, MO	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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AGENCY CUSTOMER ID: JAMESGS

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Midwest Agency		NAMED INSURED James G Staat Tuckpointing Inc 8177 Gravois Ave St Louis, MO 63123	
POLICY NUMBER WC00003472-Staat Inc		EFFECTIVE DATE: 10/14/2015	
CARRIER FCCI Insurance Group	NAIC CODE FCI		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

[Empty area for additional remarks]

# STAAT INC.

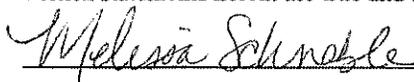
8177 Gravois Road  
St. Louis, MO 63123  
Tel 314-743-0669  
Fax 314-743-0671

## GENERAL AFFIDAVIT

I, Melissa Schnable (Name), being the Controller of Staat, Inc., being first duly sworn, state as follows:

Staat, Inc. does not own personal property or real estate in Jefferson County, MO

I certify that, under the penalty of perjury of the law of the State of Missouri that the above written statements herein are true and accurate to the best of my knowledge.

  
\_\_\_\_\_

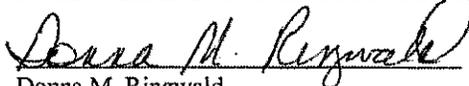
Melissa Schnable, Controller

STATE OF Missouri

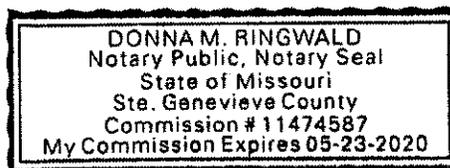
COUNTY OF Ste. Genevieve

Donna M. Ringwald, being duly sworn, or having duly affirmed to tell the truth, stated personally before me that they are competent under the law to give this affidavit and unless stated have personal knowledge of the facts stated herein:

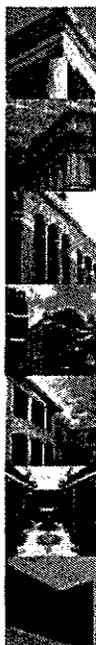
Sworn or affirmed before me on 08/10/2016

  
\_\_\_\_\_

Donna M. Ringwald  
Notary Public



Commission Expires: 5/23/2020



# STAAT INC.

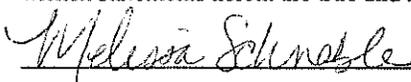
8177 Gravois Road  
St. Louis, MO 63123  
Tel 314-743-0669  
Fax 314-743-0671

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Staat, Inc. does not own personal property or real estate in Jefferson County, MO

I certify that, under the penalty of perjury of the law of the State of Missouri that the above written statements herein are true and accurate to the best of my knowledge.

  
\_\_\_\_\_

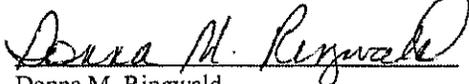
Melissa Schnable, Controller

STATE OF Missouri

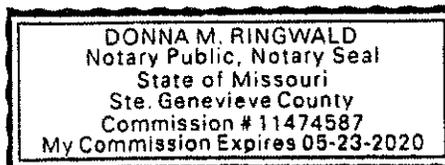
COUNTY OF Ste. Genevieve

Donna M. Ringwald, being duly sworn, or having duly affirmed to tell the truth, stated personally before me that they are competent under the law to give this affidavit and unless stated have personal knowledge of the facts stated herein:

Sworn or affirmed before me on 08/10/2016

  
\_\_\_\_\_

Donna M. Ringwald  
Notary Public



Commission Expires: 5/23/2020



**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, Melissa Schmale, 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 Staat, Inc (hereinafter "Company") and have 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 AFFIANT SAYETH NOT.**

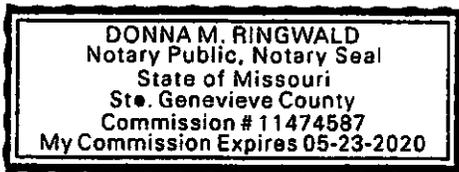
By: \_\_\_\_\_ (individual signature)  
 For Staat, Inc (company name)  
 Title: Controller

STATE OF MISSOURI)

COUNTY OF Ste Genevieve) ss.

On this 20<sup>th</sup> day of SEPTEMBER 2016 before me, DONNA M. RINGWALD, a Notary Public in and for such County and State, personally appeared MELISSA SCHMALE of STAAT INC, known to me to be the person who executed the affidavit on behalf of said STAAT INC and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this 20<sup>th</sup> day of SEPTEMBER, 2016.

Donna Ringwald  
 Notary Public  
 My commission expires on: 5/23/2020



# Labor Rate Breakdown

James G. Staat Tuckpointing Inc. Tuckpointing Local 1 From 6/1/2016 5/31/2017  
 Contractor/ Sub-Contractor Craft Location Effective Dates

	Straight Time Rate		Time and a Half Rate			Double Time Rate		
	Journey Man	Foreman	Journey Man	Foreman	General Foreman	Journey Man	Foreman	General Foreman
Base Hourly Rate	\$ 32.50	\$ 36.93	\$ 48.75	\$ 54.05	\$ 54.80	\$ 65.00	\$ 72.06	\$ 73.06
F.I.C.A.	\$ 2.70	\$ 2.97	\$ 4.05	\$ 4.46	\$ 4.51	\$ 5.40	\$ 5.94	\$ 6.02
State & Federal Unemployment Tax	\$ 3.42	\$ 3.77	\$ 5.14	\$ 5.65	\$ 5.72	\$ 6.85	\$ 7.53	\$ 7.63
Work Comp ( State Portion Only )	\$ 5.81	\$ 6.39	\$ 8.72	\$ 9.59	\$ 9.71	\$ 11.62	\$ 12.78	\$ 12.95
Other Insurance	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62
St. Louis City Payroll Tax (If Applies)	\$ 0.35	\$ 0.39	\$ 0.53	\$ 0.58	\$ 0.59	\$ 0.69	\$ 0.76	\$ 0.77
Verizon Phones	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52
Welfare Fund	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39
Vacation Fund	\$ 2.80	\$ 2.80	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
Apprentice Fund	\$ 9.28	\$ 0.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pension	\$ 9.78	\$ 9.78	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72
Other Union	\$ 1.18	\$ 1.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total	\$ 71.36	\$ 76.12	\$ 94.63	\$ 101.77	\$ 102.78	\$ 117.01	\$ 126.53	\$ 127.88
Overhead	\$ 10.70	\$ 11.42	\$ 14.19	\$ 15.27	\$ 15.42	\$ 17.55	\$ 18.98	\$ 19.18
<b>Total Rate</b>	\$ 82.06	\$ 87.53	\$ 108.83	\$ 117.04	\$ 118.20	\$ 134.56	\$ 145.51	\$ 147.06

- \*\*\*\*\* Company truck expense is \$105.00 per day, not included in above
- \*\*\*\*\* Travel expenses is \$1.00 per man hour, not included in above (Travel charged for commute over an hour from office location)
- \*\*\*\*\* Small Tools and supplies fee is \$2.28 per man hour, not included in above
- \*\*\*\*\* Hot Pressure Washer \$100.00 per day
- \*\*\*\*\* There will be a 15% markup on all rental equipment, not included in above
- \*\*\*\*\* There will be a 25% markup on all material for handling, not included in above
- \*\*\*\*\* There will be a \$75.00 per hour charge for project manager time on all FireStop work, not included in above

Contractor/Sub-Contractor's mark-up for Overhead on materials  
 on Sub-Contracts  
 for Contractor/Sub-Contractor on Sub-Contracts

AUTHORIZATION: \_\_\_\_\_

## Labor Rate Breakdown

James G. Staat Tuckpointing Inc.      Tuckpointing      Local 1      From      6/1/2016      5/31/2017  
 Contractor/ Sub-Contractor      Craft      Location      Effective Dates

	Straight Time Rate		Time and a Half Rate		Double Time Rate	
	Journey Man	Foreman	Journey Man	Foreman	Journey Man	Foreman
Base Hourly Rate	\$ 32.50	\$ 36.05	\$ 48.75	\$ 54.05	\$ 65.00	\$ 72.06
F.J.C.A.	\$ 2.70	\$ 2.97	\$ 4.05	\$ 4.46	\$ 5.40	\$ 5.94
State & Federal Unemployment Tax	\$ 3.42	\$ 3.77	\$ 5.14	\$ 5.65	\$ 6.85	\$ 7.53
Work Comp ( State Portion Only )	\$ 5.81	\$ 6.39	\$ 8.72	\$ 9.59	\$ 11.62	\$ 12.78
Other Insurance	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62
St. Louis City Payroll Tax (If Applies)	\$ 0.35	\$ 0.39	\$ 0.53	\$ 0.58	\$ 0.69	\$ 0.76
Verizon Phones	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52
Welfare Fund	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39
Vacation Fund	\$ 2.80	\$ 2.80	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
Apprentice Fund	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28
Pension	\$ 9.78	\$ 9.78	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72
Other Union	\$ 1.18	\$ 1.18	\$ 1.18	\$ 1.18	\$ 1.18	\$ 1.18
Sub-total	\$ 71.36	\$ 76.12	\$ 94.63	\$ 101.77	\$ 117.01	\$ 126.53
Overhead	\$ 10.70	\$ 11.42	\$ 14.19	\$ 15.27	\$ 17.55	\$ 18.98
<b>Total Rate</b>	\$ 82.06	\$ 87.53	\$ 108.83	\$ 117.04	\$ 134.56	\$ 145.51

- \*\*\*\*\* Company truck expense is \$105.00 per day, not included in above
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Contractor/Sub-Contractor's mark-up for Overhead on materials  
 on Sub-Contracts  
 for Contractor/Sub-Contractor on Sub-Contracts  
 AUTHORIZATION: \_\_\_\_\_

### Labor Rate Breakdown

James G. Staat Tuckpointing Inc.      Tuckpointing      Local 1      From      6/1/2016      5/31/2017  
 Contractor/ Sub-Contractor      Craft      Location      Effective Dates

	Straight Time Rate			Time and a Half Rate			Double Time Rate		
	Journey Man	Foreman	General Foreman	Journey Man	Foreman	General Foreman	Journey Man	Foreman	General Foreman
Base Hourly Rate	\$ 32.50	\$ 36.03	\$ 36.53	\$ 48.75	\$ 54.05	\$ 54.80	\$ 65.00	\$ 72.06	\$ 73.06
F.I.C.A.	\$ 2.70	\$ 2.97	\$ 3.01	\$ 4.05	\$ 4.46	\$ 4.51	\$ 5.40	\$ 5.94	\$ 6.02
State & Federal Unemployment Tax	\$ 3.42	\$ 3.77	\$ 3.82	\$ 5.14	\$ 5.65	\$ 5.72	\$ 6.85	\$ 7.53	\$ 7.63
Wbrk Comp ( State Portion Only )	\$ 5.81	\$ 6.39	\$ 6.47	\$ 8.72	\$ 9.59	\$ 9.71	\$ 11.62	\$ 12.78	\$ 12.95
Other Insurance	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62	\$ 3.62
St. Louis City Payroll Tax (If Applies)	\$ 0.35	\$ 0.39	\$ 0.39	\$ 0.53	\$ 0.58	\$ 0.59	\$ 0.69	\$ 0.76	\$ 0.77
Verizon Phones	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52
Welfare Fund	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39	\$ 8.39
Vacation Fund	\$ 2.80	\$ 2.80	\$ 2.80	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
Apprentice Fund	\$ 0.28	\$ 0.28	\$ 0.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pension	\$ 9.78	\$ 9.78	\$ 9.78	\$ 19.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72	\$ 10.72
Other Union	\$ 1.18	\$ 1.18	\$ 1.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total	\$ 71.36	\$ 76.12	\$ 76.79	\$ 94.63	\$ 101.77	\$ 102.78	\$ 117.01	\$ 126.53	\$ 127.88
Overhead	\$ 10.70	\$ 11.42	\$ 11.52	\$ 14.19	\$ 15.27	\$ 15.42	\$ 17.55	\$ 18.98	\$ 19.18
<b>Total Rate</b>	\$ 82.06	\$ 87.53	\$ 88.31	\$ 108.83	\$ 117.04	\$ 118.20	\$ 134.56	\$ 145.51	\$ 147.06

- \*\*\*\*\* Company truck expense is \$105.00 per day, not included in above
- \*\*\*\*\* Travel expenses is \$1.00 per man hour, not included in above (Travel charged for commute over an hour from office location)
- \*\*\*\*\* Small Tools and supplies fee is \$2.28 per man hour, not included in above
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Contractor/Sub-Contractor's mark-up for Overhead on materials  
 on Sub-Contracts  
 for Contractor/Sub-Contractor on Sub-Contracts  
 AUTHORIZATION: \_\_\_\_\_