

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1           **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2           **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3           **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4           **PROPOSALS FOR 2019-2020 ON-CALL CARPENTRY REBID; AND**  
5           **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
6           **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
7           **AWARD OF THE BIDS AND PROPOSALS.**

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

11 BID NAME

12 2019-2020 On-Call Carpentry Rebid

13 NUMBER OF BIDS RECEIVED

14 2

15 DATE OF BID OPENING

16 4-23-2019

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

Page 1 of 5

**FILED**

JUN 25 2019

**KEN WALLER**  
COUNTY CLERK, JEFFERSON COUNTY, MO

1 best bid for the respective items or services and met the bid or proposal specifications  
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 bids and proposals to Huxco, Construction & Remodeling, Inc.  
5 and Paul Davis Restoration of Southeast St. Louis for a term from date of approval to 6-  
6 23-2020 upon approval by the County Council and County Executive for **up to \$75,000.00**  
7 **per term, for total amount not to exceed \$75,000.00 for the term**, subject to budgetary  
8 limitations.

9 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
10 **AS FOLLOWS:**

11 **Section 1.** The County awards the following bids and proposals which are  
12 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)  
13 bidding for each respective item or service as follows:

14 **BID NAME**

15 2019-2020 On-Call Carpentry Rebid

16 **TERM**

17 date of approval to 6-23-2020

18 with one (1) additional one-year renewal option

19 Upon approval by the County Council and County Executive

20 **AMOUNT**

21 **Up to \$75,000.00 per term,**

22 **for total amount not to exceed \$75,000.00 for the term,**

subject to budgetary limitations

## AWARDED BIDDERS

## Huxco, Construction & Remodeling, Inc. (A1)

Paul Davis Restoration of Southeast St. Louis (A2)

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreements attached hereto incorporated herein by reference as Exhibits "A1 and A2" and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is authorized to take any and all actions necessary to carry out the intent of this Ordinance.

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

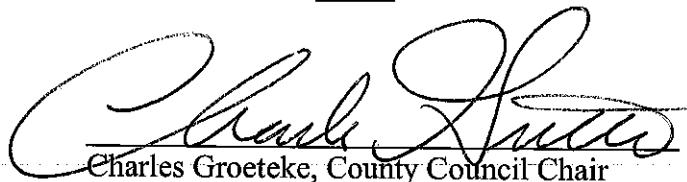
Section 4. This Ordinance shall be in full force and effect from and after its approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

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

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 24<sup>th</sup> DAY OF June, 2019:

PASSED       FAILED



Charles Groeteke, County Council Chair



Pat Schlette  
Pat Schlette, Council Executive Assistant

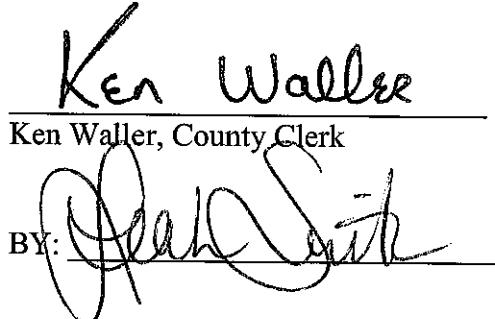
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 25<sup>th</sup> DAY OF June, 2019.

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



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Ken Waller  
Ken Waller, County Clerk

BY:

Reading Date: 06-24-2019

RECEIVED

ORDINANCE

No.

19-0327

Exhibit 6 A1

JUN 14 2019

JEFFERSON COUNTY  
CONTRACTOR SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the County has a need at various times over the 2019-2020 calendar year for this contract for a contractor to perform minor wall framing, repairs, dry wall, taping, painting and ancillary services in support of small office projects.

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 dry walling; taping; tiling repairs/installations; demolition and/or installation of walls, and ceilings; ceiling repair, door installation, and wall repairs in various County Buildings.

(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 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.

(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 statutes 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:

(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 or the result of fraud.

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

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

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

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

(14) INDEMNIFICATION RESPONSIBILITY:

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

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

(C) Neither the County's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the

completion of subsequent stages of project development or the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the County on this project arising out of the Contractor's services hereunder.

(15) INSURANCE:

(A) The 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 removal and disposal of trees, brush or landscaping features, from time to time as needed and requested by the County.

(B) 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.

(C) 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.

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

additional insured.

(16) **NONDISCRIMINATION CLAUSE:** The Contractor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Contractor shall also comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

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

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

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

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

Jason Jonas, P.E.  
Jefferson County Engineer  
Department of Public Works  
PO Box 100  
Hillsboro, Missouri 63050  
Telefax No.: 636-797-5565  
Telephone No.: 636-797-5369  
Email: JJonas@jeffcomo.org

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

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

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

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

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

(21) CONFIDENTIALITY: The Contractor agrees that the Contractor's services under this Agreement are a confidential matter between the Contractor and the County. The Contractor shall not disclose any aspect of the Contractor's services under this Agreement to any other person, corporation, governmental entity, or news media,

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

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

(23) **SEVERABILITY AND SURVIVAL:**

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

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

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

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

Executed by the Contactor the 12th day of June, 2019.

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

JEFFERSON COUNTY, MISSOURI

BY: Comm. & Comm.  
COUNTY EXECUTIVE

Contractor Company Name

BY: SJT  
Title: VP / Two.

(Seal)

ATTEST:

Ken Wallace  
County Clerk  
Dee Smit  
Deputy Clerk

ATTEST:

Huxco Const. + Remodely Inc.  
Contractor Company Name  
Title: Up Tr

APPROVED AS TO FORM:

John  
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.

Kathy Lappill  
COUNTY AUDITOR

WA1

**EXHIBIT 1**  
**CONTRACTOR COMPANY NAME**  
**HOURLY BILLING RATES**

\* During Normal Business Hours.

## Other Job Qualifications

## 2016 PERSONAL PROPERTY

ACCT # 0N6075  
 VALUE 18,170  
 TAX RT 6.550100

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

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF CRYSTAL	142.58
CRYSTAL CITY SCHOOL	861.59
FESTUS SPECIAL	33.32
HEALTH UNIT TAX	20.15
JC DEV DISABILITIES	17.08
JEFFERSON COLLEGE	61.89
JOACHIM-PLATTIN AMB	25.96
MENTAL HEALTH TAX	17.08
PARK TAX	5.09
STATE TAX	5.45
<b>TOTAL TAXES</b>	<b>1,190.19</b>
<b>TOTAL PAID</b>	<b>1,190.19</b>

\*\* DATE PAID 11/30/2016 \*\*

990151	4BXUD35269S007939	2006 GOOSENECK 35 2AX	1	3,590	Z - Business Value	1	140
978841		2003 DUMP TRLR 18	1	150	Total Value:		140
978841	AZEDT122031162430	2003 DUMP TRLR 18	1	150			
989731	11WEC1420TW224032	1996 UTLTY TRL16FT TRAILER 16FT	1	50			
994800	46CFB1224XM000055	1998 UTLTY TRL18FT TRAILER 18FT	1	50			
994800	4JMF1924V1001841	1997 UTLTY TRL18FT TRAILER 18FT	1	50			
994800	46CFB1229XM000313	1999 UTLTY TRL18FT TRAILER 18FT	1	50			
994800	4YTD12212W005984	2002 UTLTY TRL18FT TRAILER 18FT	1	50			
005818	ARKAVTL8230419071	1982 UTLTY TRLUN TRAILER UNSPECIFIED	1	50			
438099	1FTZR45E12PA89306	2002 FORD TRUCK RANGER-V6 REGULAR C	1	1,120			
438076		2004 FORD TRUCK RANGER-V6 REGULAR C	1	1,430			
001174	1FMFK16508LA73355	2008 FORD TRUCK EXPEDITION-V8 UTILITY	1	3,020			
357950	1FTFW1EF9EKD75795	2014 FORD TRUCK F150 PICKUP SUPERCR	1	8,270			
998024		Z - Business Value	1	140			
		Total Value:		18,170			

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

Phone: 797-5406 (LOCAL)

## 2017 PERSONAL PROPERTY

ACCT # 0N6075  
 VALUE 26,990  
 TAX RT 6.466100

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

\*\* DATE PAID 12/11/2017 \*\* STATE TAX

TAX DISTRICT	TAX
CITY OF CRYSTAL	209.58
COUNTY TAX	2.08
CRYSTAL CITY SCHOOL	1,263.19
FESTUS SPECIAL	48.58
HEALTH UNIT TAX	29.12
JC DEV DISABILITIES	24.70
JEFFERSON COLLEGE	89.50
JOACHIM-PLATTIN AMB	38.27
MENTAL HEALTH TAX	24.70
PARK TAX	7.37
STATE TAX	8.10
<b>TOTAL TAXES</b>	<b>1,745.19</b>
<b>TOTAL PAID</b>	<b>1,745.19</b>

			Z - Business Value	
626130	TRT14271B414	2014 TRITON BOATS 21FT 21FT	1	7,080
990151	4BXUD35269S007939	2009 GOOSENECK 35 2AX	1	3,230
978841		2003 DUMP TRLR 18	1	140
978841	4ZEDT122031162430	2003 DUMP TRLR 18	1	140
862342	6CBL1008997	2014 YAMAHA MOTOR GASOLINE 250HP 250	1	4,430
000000	11WEC14207W224032	1998 UTLTY TRL16FT TRAILER 18FT	1	50
994800	46CFB1224XM000055	1999 UTLTY TRL18FT TRAILER 18FT	1	50
000000	4JMFS1924V1001841	1997 UTLTY TRL18FT TRAILER 18FT	1	50
994800	46CFB1229XM000313	1999 UTLTY TRL18FT TRAILER 18FT	1	50
994800	4YTDS12212W005984	2002 UTLTY TRL18FT TRAILER 18FT	1	50
000000	ARKAVTLB230419071	1983 UTLTY TRLUN TRAILER UNSPECIFIED	1	50
005618	4YMBU1216GT034901	2016 UTLTY TRLUN TRAILER UNSPECIFIED	1	430
056316	5JUBC2225ET054526	2014 BOAT TRLUN TRAILER UNKNOWN LEN	1	280
005618	4YMUL0615DT002658	2013 UTLTY TRLUN TRAILER UNSPECIFIED	1	260
001174	1FMFK16508LA73355	2008 FORD TRUCK EXPEDITION-V8 UTILITY	1	2,630
357950	1FTFW1EF9EKD75795	2014 FORD TRUCK F150 PICKUP SUPERCR	1	7,240
998024		Z - Business Value	1	830
		Total Value:		830
		Total Value:		26,990

BETH MAHN  
 COUNTY COLLECTOR  
 HILLSBORO, MO 63050

Phone: 636-797-5406

## 2018 PERSONAL PROPERTY

ACCT # 0N6075  
 VALUE 27,170  
 TAX RT 6.650500

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

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF CRYSTAL	211.65
CRYSTAL CITY SCHOOL	1,320.97
FESTUS SPECIAL	48.91
HEALTH UNIT TAX	29.32
JC DEV DISABILITIES	24.86
JEFFERSON COLLEGE	90.10
JOACHIM-PLATTIN AMB	40.73
MENTAL HEALTH TAX	24.86
PARK TAX	7.42
STATE TAX	8.15
<b>TOTAL TAXES</b>	<b>1,806.97</b>
<b>TOTAL PAID</b>	<b>1,806.97</b>

\*\* DATE PAID 12/03/2018 \*\*

626130	TRT14271B414	2014 TRITON BOATS 21FT 21FT	1	6,840	Z - Business Value	1	780
351459	1FDXW47F71ED56377	2001 FORD (F450SD) CAB & CHASSIS 4X4 4D	1	1,990	Total Value:		780
990151	4BXUD35269S007939	2009 GOOSENECK 35 2AX	1	2,910			
978841		2003 DUMP TRLR 18	1	130			
978841	4ZEDT122031162430	2003 DUMP TRLR 18	1	130			
862342	6CBL1008997	2014 YAMAHA MOTOR GASOLINE 250HP 250	1	4,450			
000000	ARKAVTL8230419071	1983 UTLTY TRLUN TRAILER UNSPECIFIED	1	50			
005618	4YMBU1216GT034901	2016 UTLTY TRLUN TRAILER UNSPECIFIED	1	380			
056316	5JUBC2225ET054526	2014 BOAT TRLUN TRAILER UNKNOWN LEN:	1	260			
005618	4YMUL0615DT002658	2013 UTLTY TRLUN TRAILER UNSPECIFIED	1	210			
000000	11WEC1420TW224032	1996 UTLTY TRL16FT TRAILER 16FT	1	50			
994800	46CFB1224XM000055	1999 UTLTY TRL18FT TRAILER 18FT	1	50			
000000	4JMFS1924V1001841	1997 UTLTY TRL18FT TRAILER 18FT	1	50			
994800	46CFB1229XM000313	1999 UTLTY TRL18FT TRAILER 18FT	1	50			
994800	4YTDS12212W005984	2002 UTLTY TRL18FT TRAILER 18FT	1	50			
357950	1FTFW1EF9EKD75795	2014 FORD TRUCK F150 PICKUP SUPERCRE	1	6,780			
001174	1FMFK16508LA73355	2008 FORD TRUCK EXPEDITION-V8 UTILITY	1	2,010			
		Total Value:		26,390			

BETH MAHN  
 COUNTY COLLECTOR  
 HILLSBORO, MO 63050

Phone: 636-797-5406

JEFFERSON COUNTY, MISSOURI

**PAID**

2016 PERSONAL PROPERTY

ACCT # 0H1038  
VALUE 6,130  
TAX RT 7.010600

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

<u>TAX DISTRICT</u>	<u>TAX</u>
DESOTO RURAL FIRE	71.73
HEALTH UNIT TAX	6.80
JC DEV DISABILITIES	5.76
JEFFERSON COLLEGE	20.88
MENTAL HEALTH TAX	5.76
PARK TAX	1.72
ROAD & BRIDGE TAX	12.18
STATE TAX	1.84
SUNRISE SCHOOL	275.35
VALLE AMBULANCE	27.73
<b>TOTAL TAXES</b>	<b>429.75</b>
<b>TOTAL PAID</b>	<b>429.75</b>

\*\* DATE PAID 12/06/2016 \*\*

999997	1940 CAD SEDAN	1	100
993972	2000 BASS BT22FT BOAT 22FT	1	320
164672	4UF01ATJ61T329236	1	250
067332	2001 ARCTIC CAT ATV 493CC 493	1	970
743505	2000 MERCURY MOTOR GASOLINE 225HP 2	1	70
462651	2000 BOAT TRL22FT TRAILER 22FT	1	1,430
603913	1FTWW33S6YEB22996	1	2,990
2FMDK39C98BB19469	2008 FORD TRUCK F350 SUPER DUTY V8 S	1	
			Total Value:
			6,130

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

Phone: 797-5406 (LOCAL)

## 2017 PERSONAL PROPERTY

		<u>TAX DISTRICT</u>	<u>TAX</u>
ACCT #	0H1038	COUNTY TAX	0.54
VALUE	6,990	DESOTO RURAL FIRE	80.16
TAX RT	6.874100	HEALTH UNIT TAX	7.54
HUX, LEWIS F III & PAIGE 102 N TRUMAN BLVD CRYSTAL CITY, MO 63019-1710		JC DEV DISABILITIES	6.40
		JEFFERSON COLLEGE	23.18
		MENTAL HEALTH TAX	6.40
		PARK TAX	1.91
		ROAD & BRIDGE TAX	16.88
		STATE TAX	2.10
		SUNRISE SCHOOL	313.97
** DATE PAID 11/30/2017 **		VALLE AMBULANCE	21.42
		<b>TOTAL TAXES</b>	<b>480.50</b>
		<b>TOTAL PAID</b>	<b>480.50</b>

000000 8325420	1940 CAD SEDAN	1	100
728250 WDDGF8BB9AR116939	2010 MERCEDES-BENZ C CLASS SEDAN 4D	1	3,100
399856 WDBRF92H66F754070	2006 MERCEDES-BENZ C CLASS SEDAN 4D	1	1,370
742232 1FAHP37N87W282797	2007 FORD FOCUS-4 CYL. HATCHBACK 5D	1	700
164672 4U501ATJ61T329280	2001 ARCTIC CAT ATV 493CC-463	1	220
000000 G04203947	1997 EVINRUDE MOTOR GASOLINE 90HP 9C	1	120
462651 1FTWAV3396YB22998	2000 FORD TRUCK E350 SUPER DUTY V8 S	1	1,380
		<b>Total Value:</b>	<b>6,990</b>

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

Phone: 797-5406 (LOCAL)

PAID

## 2018 PERSONAL PROPERTY

<u>TAX DISTRICT</u>	<u>TAX</u>
DESOTO RURAL FIRE	197.59
HEALTH UNIT TAX	18.59
JC DEV DISABILITIES	15.77
JEFFERSON COLLEGE	57.13
MENTAL HEALTH TAX	15.77
PARK TAX	4.70
ROAD & BRIDGE TAX	41.09
STATE TAX	5.17
SUNRISE SCHOOL	764.26
VALLE AMBULANCE	55.15
<b>TOTAL TAXES</b>	<b>1,175.22</b>
<b>TOTAL PAID</b>	<b>1,175.22</b>

\*\* DATE PAID 12/03/2018 \*\*

000000 8325420	1940 CAD SEDAN	1	100
728250 WDDGF8BB9AR116939	2010 MERCEDES-BENZ C CLASS SEDAN 4D	1	2,500
399856 WD8RF92H66F754070	2006 MERCEDES-BENZ C CLASS SEDAN 4D	1	1,030
742232 1FAHP37N87W262797	2007 FORD FOCUS-4 CYL. HATCHBACK 5D Z	1	580
626130 TRT08711D717	2017 TRITON 21	1	8,250
164672 4UF01ATJ61T329236	2001 ARCTIC CAT ATV 493CC 493	1	200
000000 G04203947	1997 EVINRUDE MOTOR GASOLINE 90HP 90	1	120
862342	2014 YAMAHA MOTOR GASOLINE 250HP 250	1	4,450
	Total Value:		17,230

BETH MAHN  
COUNTY COLLECTOR  
HILLSBORO, MO 63050

Phone: 636-797-5408



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06-12-2019

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

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

<b>PRODUCER</b>  John J Lee 2 Oak Street Festus Mo 63028	<b>CONTACT</b>		
	<b>NAME:</b>	John Lee	
	<b>PHONE</b> (A/C. No. Ext):	636-931-9110	<b>FAX</b> (A/C. No):
	<b>E-MAIL</b> <b>ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>  Huxco c/r Inc. 102 North Truman Blvd Crystal City, MO 63019	<b>INSURER A:</b>	Shelter Insurance	
	<b>INSURER B:</b>	Shelter Insurance	
	<b>INSURER C:</b>	Great Lakes Insurance	
	<b>INSURER D:</b>	Travelers Worker Compensation	
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## **COVERAGES**

**CERTIFICATE NUMBER:**

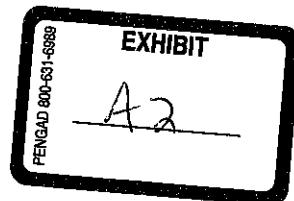
**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		24-31-5191409-2	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (\$ 100,000 Ea occurrence)
	X COMMERCIAL GENERAL LIABILITY						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	CLAIMS-MADE						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS-COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY X PROJECT						
	LOC						
B	AUTOMOBILE LIABILITY	X		24-1-5191409-9	06/02/2019	06/02/2020	COMBINED SINGLE LIMIT (\$ 2,500,000 Ea accident)
							BODILY INJURY (Per person) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per accident) \$ 1,000,000
	ALL OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	HIRED AUTOS						\$
C	X UMBRELLA LIAB	X	X	GLG009665	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 2,000,000
	X EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6JUB-8D838786	10/26/2018	10/26/2019	WC STATUTORY LIMITS \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
County of Jefferson 725 Maple Street Hillsboro Mo 63050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



## JEFFERSON COUNTY CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by Paul Davis Emergency Services of Southeast St. Louis (hereinafter, "Contractor") and the County of Jefferson, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the County has a need at various times over the 2019-2020 calendar year for this contract for a contractor to perform minor wall framing, repairs, dry wall, taping, painting and ancillary services in support of small office projects.

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 dry walling; taping; tiling repairs/installations; demolition and/or installation of walls, and ceilings; ceiling repair, door installation, and wall repairs in various County Buildings.

(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 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.

(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 statutes 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:

(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 or the result of fraud.

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

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

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

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

(14) INDEMNIFICATION RESPONSIBILITY:

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

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

(C) Neither the County's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the

completion of subsequent stages of project development or the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the County on this project arising out of the Contractor's services hereunder.

(15) INSURANCE:

(A) The 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 removal and disposal of trees, brush or landscaping features, from time to time as needed and requested by the County.

(B) 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.

(C) 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.

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

additional insured.

(16) NONDISCRIMINATION CLAUSE: The Contractor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Contractor shall also comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

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

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

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

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

Jason Jonas, P.E.  
Jefferson County Engineer  
Department of Public Works  
PO Box 100  
Hillsboro, Missouri 63050  
Telefax No.: 636-797-5565  
Telephone No.: 636-797-5369  
Email: JJonas@jeffcomo.org

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

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

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

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

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

(21) CONFIDENTIALITY: The Contractor agrees that the Contractor's services under this Agreement are a confidential matter between the Contractor and the County. The Contractor shall not disclose any aspect of the Contractor's services under this Agreement to any other person, corporation, governmental entity, or news media,

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

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

(23) **SEVERABILITY AND SURVIVAL:**

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

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

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

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

Executed by the Contactor the 15<sup>th</sup> day of May, 2019.

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

JEFFERSON COUNTY, MISSOURI

BY: Donna J. Channer  
COUNTY EXECUTIVE

Contractor Company Name

BY: Donna Brane Channer  
Title: Office Manager

(Seal)

ATTEST:

Ken Wallace  
County Clerk  
John Smith  
Deputy Clerk

ATTEST:

Donna Brane Channer  
Contractor Company Name  
Title: Office Manager

APPROVED AS TO FORM

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.

Kathy L. Appel  
COUNTY AUDITOR

**EXHIBIT 1**  
**CONTRACTOR COMPANY NAME**  
**HOURLY BILLING RATES**

\* During Normal Business Hours.

## Other Job Qualifications