INTRODUCED BY: COUNCIL MEMBER (s) Hendrickson

AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR ON-CALL HVAC SERVICES 2020; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

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

BID NAME

On-Call HVAC Services 2020

NUMBER OF BIDS RECEIVED

3

DATE OF BID OPENING

1-28-2020

WHEREAS, after reviewing the bids and proposals set forth above, the Department of Public Works, Division of Facility Services has determined that certain bids

FILED

JUN 02 2020

KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO
and proposals represent the best bid for the respective items or services and met the bid or
proposal specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest
of the County to award the bids and proposals to Townsend Heating & Cooling, Crystal
Heating & Cooling, and Sheet Meal Contractors, (hereafter, “SMCT”) for a term from the
date of approval to 5-25-21 upon approval by the County Council and County Executive
for up to $100,000.00 per term, for total amount not to exceed $100,000.00 for the
term, subject to budgetary limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,

AS FOLLOWS:

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

<table>
<thead>
<tr>
<th>BID NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Call HVAC Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of approval to 5-25-21</td>
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</table>

Upon approval by the County Council and County Executive

<table>
<thead>
<tr>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Up to $100,000.00 per term,</td>
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</tbody>
</table>

for total amount not to exceed $100,000.00 for the term,

subject to budgetary limitations
AWARDED BIDDERS

Townsend Heating & Cooling (A1)

Crystal Heating & Cooling (A2)

SMCI (A3)

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, A2 and A3” and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is further 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 thereto, and any contracts or agreements shall be maintained by the Department of the County 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 date of 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 DULLY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

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

THE ABOVE BILL ON THIS 26th DAY OF May, 2020:

____ PASSED       ____ FAILED

Phil Hendrickson, County Council Chair

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 27th DAY OF MAY, 2020.

THIS BILL WAS ______ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ______ DAY OF ________, 2020.

[Signature]
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

[Signature]
Ken Waller, County Clerk

[Signature]

BY:

Reading Date: 05-26-2020
JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by Townsend & Htg's Grp, 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 HVAC troubleshooting, repair, installation and/or replacement, 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 agreement.
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 any 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 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 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 statues 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
(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.
### EXHIBIT 1
**CONTRACTOR COMPANY NAME**
**HOURLY BILLING RATES**

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th><em>Hourly Labor Rate Non-Prevailing Wage</em></th>
<th><em>Hourly Labor Rate Prevailing Wage</em></th>
<th>Hourly Labor Rate Emergency Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC - sheet metal</td>
<td>90.00</td>
<td>130.00</td>
<td>120.00</td>
</tr>
</tbody>
</table>

* During Normal Business Hours.

### Other Job Qualifications

---

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

Executed by the Contractor the _____ day of ________________, 20____.

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

JEFFERSON COUNTY, MISSOURI
BY: ____________________________________________
COUNTY EXECUTIVE

Contractor Company Name
BY: ____________________________________________
Title: President

(SEAL)

ATTEST:
Ken Walle
County Clerk

ATTEST:
________________________________________
Townsend Heating and Cooling
Contractor Company Name
Title: President

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.

Kristy Speck
COUNTY AUDITOR
### 2017 PERSONAL PROPERTY

<table>
<thead>
<tr>
<th>TAX DISTRICT</th>
<th>TAX</th>
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<tbody>
<tr>
<td>CITY OF FESTUS</td>
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<tr>
<td>FESTUS SPECIAL</td>
<td>38.63</td>
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<tr>
<td>HEALTH UNIT TAX</td>
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<td>JC DEV DISABILITIES</td>
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<td>JEFFERSON COLLEGE</td>
<td>71.16</td>
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<tr>
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<td>PARK TAX</td>
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<tr>
<td>STATE TAX</td>
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**TOTAL TAXES** 1,162.66

**DATE PAID 12/31/2017**

### 2018 PERSONAL PROPERTY

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<td>STATE TAX</td>
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**TOTAL TAXES** 1,155.90

**DATE PAID 12/27/2018**
2019 PERSONAL PROPERTY

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** DATE PAID 12/27/2019 **

** STATE TAX **

TOTAL TAXES 1,133.29

TOTAL PAID 1,133.29
## CERTIFICATE OF LIABILITY INSURANCE

**DATE:** 04/13/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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(s) 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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 226
OWATONNA, MN 55060

### INSURED
TOWNSEND HEATING & COOLING, INC.
209 MAIN ST
FESTUS, MO 63028-1907

### COVERAGE

**CERTIFICATE NUMBER:** 20

**REVISION NUMBER:** 2

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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.**

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<table>
<thead>
<tr>
<th>INSURER(s) AFFORDING COVERAGE</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>INSURER A: FEDERATED MUTUAL INSURANCE COMPANY</td>
<td>13035</td>
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<tr>
<td>INSURER B: FEDERATED SERVICE INSURANCE COMPANY</td>
<td>28304</td>
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### COVERAGE

**COMMERICAL GENERAL LIABILITY**

- **BUSINESS-OWNERS LIABILITY**
  - **CLAIMS-MADE** TO OCCUR
    - [X] OCCUR
    - [ ] OCCUR
    - [ ] OCCUR

**A**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>RISK</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRY (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
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<td>N</td>
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**B**

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<th>POLICY EXPIRY (MM/DD/YYYY)</th>
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<tr>
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**C**

<table>
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<th>TYPE OF INSURANCE</th>
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<th>POLICY EXPIRY (MM/DD/YYYY)</th>
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<tbody>
<tr>
<td>X</td>
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### WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- **CLAIMS-MADE** TO OCCUR
  - [X] OCCUR
  - [ ] OCCUR
  - [ ] OCCUR

**N/A**

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<th>POLICY NUMBER</th>
<th>POLICY EXPIRY (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>N</td>
<td>N</td>
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<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

**ACORD 101**: Additional Schedules may be attached if more space is required.

### CANCELLATION

**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:**

**Signature**

© 1986-2015 ACORD CORPORATION. All rights reserved.

**ACORD 25 (2016/03)**

The ACORD name and logo are registered marks of ACORD.
Company ID Number: 905645

Approved by:

<table>
<thead>
<tr>
<th>Employer</th>
<th>Townsend Heating &amp; Cooling Inc.</th>
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<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard L Townsend</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Date</th>
</tr>
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<tbody>
<tr>
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<td>08/28/2015</td>
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</tbody>
</table>

Department of Homeland Security – Verification Division

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>USCIS Verification Division</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronically Signed</td>
<td>08/28/2015</td>
</tr>
</tbody>
</table>

Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13
Case Verification Number: 2020104204437AJ

Report prepared: 04/13/2020

Company Information

Company ID: 905645
Client Company ID: 905645

Company Name: Townsend Heating & Cooling Inc.
Client Company Name: Townsend Heating & Cooling Inc.

Employee Information

Name: Joseph Bowder
U.S. Social Security Number: ***.**-2685
Citizenship Status: U.S. Citizen

Date of Birth: 02/11/1983
Employee’s First Day of Employment: 04/03/2019

Document Information

List B Document: Driver’s license or ID card issued by a U.S. state or outlying possession
Document Subtype: Driver’s License
Expiration Date: 02/11/2023
Document Number: *****1001
State: Missouri

List C Document: Social Security Card

Case Information

Case Status: Closed
Current Case Result: Employment Authorized

Case Submitted By: Richard Townsend
Reason for Closure: Employment Authorized Auto Close
March 31, 2020

Re: ON-CALL HVAC SERVICES 2020 – County of Jefferson
Various Projects during the Calendar Year of 2020.

We have received your letter of interest in participating in 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. Paid tax receipts for the last three years for any real or personal property owned in Jefferson County OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
2. Insurance Certificate with General Liability limits of $1,000,000 each occurrence, $2,000,000 general aggregate and products-com/oper agg; automobile $1,000,000 combined single limit; and proof of workers compensation insurance.
3. Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND Provide documentation affirming said company’s/ individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, sub grantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, sub grantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, sub grantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).
4. Review, complete, and make note of any changes on the enclosed agreement and return the original with the above stated documentation.

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 April County Council meeting for approval which means we would need this information by April 15th at 4:00pm.
January 13, 2020

Department of the County Clerk
Ken Waller
729 Maple Street
PO Box 100
Hillsboro, Mo. 63050

RE: Qualifications for ON-CALL HVAC 2020

Thank you for the opportunity to bid for on-call HVAC services to be performed for Jefferson County. The following information is submitted as requested in the letter of invitation dated December 23, 2019, as our Letter of Interest to be considered for these services for 2020.

COMPANY EXPERIENCE:

Townsend Heating and Cooling, Inc. has been a licensed provider of HVAC services in the Jefferson County area for forty-two years. Our reputation in both the commercial and residential areas of the HVAC industry is well known, and readily available as references to our professionalism, skill and customer service.

HISTORY:

Mr. Townsend started Townsend Heating and Cooling, Inc. in June of 1978, and is still personally running calls, doing bids and training technicians himself. As a well-established company in Jefferson County, we take pride in doing our best to maintain a good working relationship and open lines of communication with our customers.

TESTIMONIALS: (more provides upon request)

At the end of July, we had an hvac installed by a DIFFERENT company. It wasn’t a Trane system. It was also a miserable experience. The unit never worked, the base they made collapsed, had to be reinstalled, over 10 service calls in 3 weeks, added refrigerant 3 times…it was horrible. After a month of that, the dealer and I decided it would be best to remove the unit, get a refund and part ways.

I called Townsend and explained what we’d went through, so I was VERY nervous about going into installing another hvac unit.

Townsend was extremely understanding, answered a million questions I had and had no problem with me wanting to take a few days to decide on what we wanted and do my research.

They installed our new Trane hvac last Wednesday. Alex and Rick were very profession and paid attention to detail, so the install went great and it looks fantastic! Rich and Bryan came by toward the
end of the install to make sure everything was going well (and it was!) then stayed "till the end to bring it home."

The more I learn about our new system, the more I'm falling in love with it. I just can't thank you guys enough for making this such a good experience. The office gals were also so helpful and patient with me.

I'm so excited to see how the heat pump will work when winter comes along and it's very comforting to know that we have a reputable company to work with. Thanks again, guys! I can't thank you enough.

"Linda Lut  Sept. 2019

CERTIFICATIONS:

Townsend Heating and Cooling, Inc. hold and maintains certifications to work inside Jefferson County and St. Louis County. Our owner and technicians attend training classes in order to stay up to date with licensing requirements and necessary service and equipment updates and replacements.

WORK HISTORY:

Townsend Heating and Cooling, Inc. installs, maintains and replaces equipment for more than thirteen COMTREA locations, several locations for Jefferson County Government, DFS in Hillsboro, Faith Baptist Church, and Festus Housing Authority. We have worked extensively within our community to ensure our customers’ comfort and safety.

Again, we appreciate your consideration of Townsend Heating and Cooling, Inc. for On-Call HVAC services for 2020. As always, please do not hesitate to contact our office if you have any questions or require anything further.

Sincerely,

[Signature]

Richard L. Townsend
President
January 13, 2020

Department of the County Clerk
Ken Waller
729 Maple Street
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Sincerely,

[Signature]

Richard L. Townsend
President
December 20, 2019

Dear Company Representative:

Jefferson County is seeking interest of HVAC contractors to perform certain types of service for the County as described on the attached page. If your company would like to be considered for these services, you may express your interest by responding to the appropriate office, which is indicated on the attachment. Limit your letter of interest to no more than four (4) pages. This letter should include any information which might help the County in the selection process, such as company experience, history, testimonials, any certifications of the company or persons at the company, and recent examples of work performed by the company in the services we are requesting.

Jefferson County will evaluate companies based on a) experience and competence; b) the capacity of the company to perform the work in the timeframe needed; and c) past record of performance.

The County requires all submittals be received by 2:00 pm on Tuesday, January 28, 2020 at the Jefferson County Office of the County Clerk, 729 Maple Street, Hillsboro, Missouri 63050.

Sincerely,

Jason Jonas, P.E.
Public Works Director

Attachment
**Jefferson County, 2020 On-Call HVAC Services**

<table>
<thead>
<tr>
<th>Location:</th>
<th>Location of contract work includes, but is not limited to; County buildings near or within the City of Hillsboro, and various properties within Jefferson County not limited to the City of Hillsboro area.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Service:</td>
<td>HVAC troubleshooting, repair, installation and / or replacement.</td>
</tr>
<tr>
<td>Approximate Cost of Contract:</td>
<td>On-call services will not exceed a contract limit of $25,000.00 with each company selected and is subject to budgetary limitations.</td>
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</table>
| Company Services Required: | Contract work could include, but is not limited to:  
a) Troubleshooting and repairing HVAC systems  
b) Provide recommendations on HVAC system repair verses replace  
c) HVAC system and or unit replacement  
d) Installation of new HVAC systems and all components of the system  
e) All applicable labor, materials and equipment |
| Hours of Service: | Service request hours shall be 7:00am to 3:30pm, Monday thru Friday with a three (3) day response time to complete the request. Emergency and holiday request hours to be as needed with a four (4) hour response time to complete the work. |
| Comments: | All work shall be done in accordance with the best trade practices. All safety regulations for the protection of workmen, County employees, and property must be followed. All applicable state and local laws, ordinances, and codes shall apply to this contract. |
| Contact: | Matt Stinchcomb  
Facility Maintenance Manager  
PO Box 100  
Hillsboro, MO 63050  
636-797-5574  
mstinchcomb@jeffcomo.org |
| Deadline: | All letters of interest shall be received by 2:00 pm, January 28, 2020 |
| Submit: | Jefferson County Office of the County Clerk  
729 Maple Street  
Hillsboro, MO 63050 |
| Submittal Evaluation: | Jefferson County will evaluate companies based on; a) experience and competence, b) the capacity of the company to perform the work in the timeframe needed, and c) company’s past record of performance. |
| RFQ Scoring: | The evaluation categories stated above will be scored as follows:  
a) Experience and Competence – 30 Max Points  
b) Capacity and Capability – 30 Max Points  
c) Past Record of Performance – 40 Max Points  
**Total Score** 100 Max Points |
JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by [Name of Contractor] (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 HVAC troubleshooting, repair, installation and/or replacement, 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
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 Memorandums of Understanding. 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 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 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 Contractor the 5th day of May, 2020.

Executed by the County the ______ day of ______________, 20____.

JEFFERSON COUNTY, MISSOURI

COUNTY EXECUTIVE

BY: [Signature]

Contractor Company Name

BY: [Signature]

Title: HVAC Services

(Seal)

ATTEST:

Ken Walker

County Clerk

Deputy Clerk

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.

[Signature]
COUNTY AUDITOR

14
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<th>Employee Classification</th>
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Sunday and Holidays: 184.00

*During Normal Business Hours.

**Other Job Qualifications**

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**DATE PAID 12/21/2017**
JEFFERSON COUNTY, MISSOURI

PAID

2018 REAL ESTATE

VALUE
0 RESI
0 AGRI
261,200 COMM
261,200 TOTL

TAX DISTRICT
CITY OF FESTUS 1,732.28
FESTUS SCHOOL 9,735.07
FESTUS SPECIAL 470.16
HEALTH UNIT TAX 201.83
JC DEV DISABILITIES 239.00
JEFFERSON COLLEGE 856.14
JOACHIM-PLATTIN AMB 391.54
MENTAL HEALTH TAX 230.00
MERCHANT SUR TAX 926.88
PARK TAX 71.31
STATE TAX 78.36

TOTAL TAXES 14,781.67

TOTAL PAID 14,781.67

** DATE PAID 12/18/2018 **

LAUREL PROPERTIES LLC
100 DUNKLIN DR
HERCULANEUM, MO 63048-1005

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050
Phone: 636-797-5400
<table>
<thead>
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**DATE PAID 12/26/2019**
**DATE PAID 12/21/2017**

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**CRYSTAL HEATING & COOLING**
PO BOX 376
CRYSTAL CITY, MO 63019-0378

**DATE PAID 12/19/2018**

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**TOTAL TAXES** 11,814.17

**TOTAL PAID** 11,814.17

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**TOTAL VALUE** 14,640.00
JEFFERSON COUNTY, MISSOURI

PAID

2019 PERSONAL PROPERTY

ACCT # 068460
VALUE 219,240
TAX RT 6.009000

CRystal HEATING & COOLING
PO BOX 378
CRystal City, MO 63019-0378

** DATE PAID 12/26/2019 **
STATE TAX

TOTAL TAXES 13,174.13
TOTAL PAID 13,174.13

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 836-797-5408
# Certificate of Liability Insurance

**Certificate Number:** 3109971
**Issue Date:** 8/18/2010
**Expiry Date:** 7/1/2020

## Coverages

### Commercial General Liability
- **Description:** Claims-made
- **Policy Number:** 3109971
- **Limits:** $1,000,000
- **Effective Dates:** 7/1/2019 to 7/1/2020

### Automobile Liability
- **Any Auto Owned, Hired, or Non-Owned:**
  - **Policy Number:** 3109971
  - **Limits:** $1,000,000
  - **Effective Dates:** 7/1/2019 to 7/1/2020

### Umbrella Liability
- **Occurrence:**
  - **Policy Number:** 3109971
  - **Limits:** $5,000,000
  - **Effective Dates:** 7/1/2019 to 7/1/2020

### Workers' Compensation and Employers' Liability
- **Policy Number:** 3109971
- **Limits:**
  - **Workers' Compensation:** $10,000,000
  - **Employers' Liability:** $10,000,000

## Description of Operations/Injuries/Workers

**Equipment Floater:**
- **Description:** Leased/Rented Equipment
- **Policy Number:** 3109971
- **Limits:** $60,000
- **Effective Dates:** 7/1/2019 to 7/1/2020

## Note

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not constitute insurance. The insurance is subject to all the terms, exclusions, and conditions of the policies shown. This certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
**CERTIFICATE OF LIABILITY INSURANCE**

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.

**PRODUCER**

Ann Risk Services, Inc of Florida
106 Park Blvd, Suite 4100
Miami, FL 33139-4057

**INSURER**

AOP TECFINSURANCE FL AVAIL, INC.
10230 Sunset Drive
Miami, FL 33178

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Deviating from 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 finding claims, limits shown are as requested.

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

All vehicles employees working for CRYSTAL HEATING & COOLING SERVICE INC., paid under AOP TOTALSOURCE, INC's payroll, are covered under the above stated policy. CRYSTAL HEATING & COOLING SERVICE INC, is an alternate employee under this policy.

**CERTIFICATE HOLDER**

Crystal Heating & Cooling Service Inc.
3 Civic Industrial Drive
Crystal City, MO 65019

**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.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD.

© 1983-2015 ACORD CORPORATION. All rights reserved.
Since 1965 Crystal Heating and Cooling has been graciously serving our community in Jefferson County. Our mission is to give you the customer the best service and installation for all your residential and commercial hvac needs. With 55 plus years experience there is no job to small or big that we can’t handle. With 46 trucks on the road we can be there fast to repair or install new equipment in no time. Our technicians and installers are all factory certified trained. All of our field employees belong to Sheet Metal workers local 36 or Pipefitters local 562 putting them through extensive training making sure they are up to date on all changes to hvac industry. All are Osha certified, background checked and drug screened to provide comfort for our customers. We are credited by the BBB with a A+ rating. We do appreciate the opportunity to do more business with you in the future. As we have done several jobs for the county in the past.

Sincerely,

Chris Williams

Commercial Service Manager

636-535-8428

I have also provided a list of just of few of our customers we are providing the same type of service for that you are asking us to provide for you.
Crystal Heating & Cooling Service Inc. conducts a background check on all employees at the time of hire through ADP Background check services. The background checks are maintained in the employee files.

Crystal Heating & Cooling Service Inc. also uses the services of the Missouri Highway Patrol background check for specific jobs that require the more extensive background checks. The results of these background checks are maintained in the employee files.

Chris Williams
Commercial Service Manager
573-431-5200
If there is anything else you need let me know.

SINCERELY,

CHRIS WILLIAMS
CRYSTAL HEATING AND COOLING
COMMERCIAL SERVICE MANAGER

CRYSTAL
HEATING & COOLING

Office (636) 937-2927
Cell (636) 535-8428

From: Crystal Heating Email Service Account
Sent: Tuesday, May 05, 2020 11:15 AM
To: Chris Williams <chrisw@crystalheating.com>
Subject: Attached Image
March 31, 2020

Re: ON-CALL HVAC SERVICES 2020 – County of Jefferson
Various Projects during the Calendar Year of 2020

We have received your letter of interest in participating in 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. Paid tax receipts for the last three years for any real or personal property owned in Jefferson County OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.

2. Insurance Certificate with General Liability limits of $1,000,000 each occurrence, $2,000,000 general aggregate and products-com/op agg; automobile $1,000,000 combined single limit; and proof of workers compensation insurance.

3. Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, sub grantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, sub grantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, sub grantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).

4. Review, complete, and make note of any changes on the enclosed agreement and return the original with the above stated documentation.

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 April County Council meeting for approval which means we would need this information by April 15th at 4:00pm.
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,
Jackie Talarski
Office of Contracts and Grants
(636) 797-5380

Jpa.larski@jeffco.mo.org
JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by Sheet Metal Contractors 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 HVAC troubleshooting, repair, installation and/or replacement, 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
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: Lawrence P. Rodriguez
Contractor Contact Title: President
Company Name: SMC Industrial Contractors, Inc.
Company Address: PO Box 900, DeSoto, MO 63020
Company Contact Fax Number: Fax: 636-337-6074
Company Contact Phone Number: Phone: 636-337-2150
Company Contact Email Address: Larry.Rodriguez@smcind.com

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 April ______, 20___.

Executed by the County the ___ day of ____________, 20____.

JEFFERSON COUNTY, MISSOURI

______________________________
COUNTY EXECUTIVE

Contractor Company Name

______________________________
BY: ________________________
Title: ________________
(Seal)

ATTEST:

______________________________
Ken Walker
County Clerk

______________________________
Deborah Shaff
Deputy Clerk

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.

______________________________
COUNTY AUDITOR
**EXHIBIT 1**

**CONTRACTOR COMPANY NAME**

**HOURLY BILLING RATES**

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*During Normal Business Hours.*

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**Other Job Qualifications**

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April 14, 2020

County of Jefferson
PO Box 100
Hillsboro, MO 63050

RE: On-Call HVAC Services 2020

To Whom It May Concern;

This is to certify that Sheet Metal Contractors, Inc., does not owe any real or personal property tax in Jefferson County.

Respectfully Submitted;

[Signature]
Kimberly M. Brown
Vice President

Sheet Metal Contractors, Inc.
1661 Veterans Drive • De Soto, MO 63020 | Phone: 636.337.2150 | Fax: 636.337.6074 | www.smcihvac.com
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Lakenan
890 Rozier Street
St. Genevieve MO 63670

INSURED
Sheet Metal Contractors Inc.
1661 Veteran's Drive
PO Box 700
De Soto MO 63020

INSURER(S) AFFORDING COVERAGE
INSURER A: UNITED FIRE GROUP
13021
INSURER B: Indian Harbor Insurance Company
36940
INSURER C: MISSOURI EMPLOYERS MUTUAL
10191
INSURER D: Previo Insurance

CERTIFICATE NUMBER: 1734758190
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.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Transit and Temporary Storage coverage up to $1,000,000
Installation Floater coverage up to $1,000,000 with $1,000 deductible
RE: On-Call HVAC Services 2020

CERTIFICATE HOLDER

County of Jefferson
Department of Administrative Services
PO Box 100
Hillsboro MO 63050

CANCELATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
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  Sheet Metal Contractors, Inc.

Kimberly M Brown
Name (Please Type or Print)

Electronically Signed
Signature

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Electronically Signed
Signature

03/04/2009
Date
<table>
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<th>Information Required for the E-Verify Program</th>
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<tr>
<td>Information relating to your Company:</td>
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<tr>
<td>Company Name: Sheet Metal Contractors, Inc.</td>
</tr>
<tr>
<td>Company Facility Address: 1661 Veterans Drive</td>
</tr>
<tr>
<td>De Soto, MO 63020</td>
</tr>
<tr>
<td>Company Alternate Address: PO Box 700</td>
</tr>
<tr>
<td>De Soto, MO 63020</td>
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<tr>
<td>County or Parish: JEFFERSON</td>
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<tr>
<td>Employer Identification Number: 431200949</td>
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<tr>
<td>North American Industry Classification Systems Code: 238</td>
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<td>Number of Employees: 20 to 99</td>
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<td>Number of Sites Verified for: 1</td>
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<tr>
<td>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</td>
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<tr>
<td>• MISSOURI 1 site(s)</td>
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone Number</th>
<th>E-mail Address</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regina L Martin</td>
<td>(636) 337 - 2150</td>
<td><a href="mailto:regina@smcihvac.com">regina@smcihvac.com</a></td>
<td>(636) 337 - 6074</td>
</tr>
<tr>
<td>Amy M Choate</td>
<td>(636) 337 - 2150</td>
<td><a href="mailto:amy@smcihvac.com">amy@smcihvac.com</a></td>
<td>(636) 337 - 6074</td>
</tr>
<tr>
<td>Kimberly M Brown</td>
<td>(636) 337 - 2150</td>
<td><a href="mailto:kim@smcihvac.com">kim@smcihvac.com</a></td>
<td>(636) 337 - 6074</td>
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</tbody>
</table>
January 28, 2020

Department of the County Clerk
Ken Waller
729 Maple Street
P.O. Box 100
Hillsboro, MO 63050

RE: On-Call HVAC Services 2020

Dear Mr. Waller;

Please accept this letter as formal documentation regarding the intent of Sheet Metal Contractors, Inc. We are pleased to provide our extensive qualification package for your consideration.

We have been in business for over 39 years and are located in DeSoto, Missouri. We are a union HVAC contractor with tradesman that account for decades of experience. SMCI provides a wide variety of quality services in both the mechanical field of expertise as well as architectural metal.

We have been a key participant in several projects over the years with Jefferson County - the Courthouse, Detention Center, Vehicle Maintenance Shed at Lee Pyle, and the 911 Backup Dispatch in Cedar Hill. We have been fortunate to develop a relationship with the county personnel and feel confident our past performance will speak for itself.

Please find enclosed three testimonial documents and our current certificate of insurance. We are confident our level of experience and strong desire to meet the highest of standards will set us apart from the competition. We look forward to the continued partnership with Jefferson County Department of Administrative Services and Public Works.

Respectfully,

Michael L. Krampf, Sr.
Director of Technical & Control System Design

Sheet Metal Contractors, Inc.
1661 Veterans Drive • De Soto, MO 63020 | Phone: 636.337.2150 | Fax: 636.337.6074 |
www.smcihvac.com
July 16, 2015

Mr. Larry Krodinger  
Mr. Neal Krodinger  
Sheet Metal Contractors Inc.  
1161 Veterans Drive, PO Box 700  
De Soto, MO 63020

Re: Jazz at the Bistro

Dear Larry and Neal,

Thank you for the exceptional work Sheet Metal Contractors completed at Jazz at the Bistro. As we all know, this project was one-of-a-kind in many different ways and BSI was very pleased to have Sheet Metal Contractors on the team to make it happen. In a relatively short amount of time, the new St. Louis Jazz Bistro has already developed a reputation as one of the best sounding Jazz Venues in the country!

The HVAC scope on this project was crucial to how the patrons experience and enjoy the venue space. Of course there is so much more in that facility than the public ever gets to see. Sheet Metal Contractors stepped up when the already complex systems and tight construction spaces were combined with highly important acoustical criteria, an accelerated schedule, and a contract that grew by over a third due to additional Owner-directed scope items. I want to say how pleased we are with the installation of all of the HVAC systems and express our sincere gratitude for the superior efforts made by Sheet Metal Contractors to successfully complete this installation on time. Throughout the process, the SMCI team, led in the field by Mark Jennings, worked tirelessly to overcome challenges and resolve problems constructively and cost effectively. We appreciate the creative and cooperative approach SMCI contributed when addressing changes in the scope and still achieving the aggressive schedule.

Thank you again for working with us. Sheet Metal Contractors is a valued part of the BSI team and we take pride in the work and the overall success that we have together, on this and many other projects.

Sincerely,

Steven D. Schrage, PE  
Project Manager

cc: Mr. Paul Shaughnessy, BSI Constructors

File: Sheet Metal Contractors Contract File
June 4, 2014

To Whom It May Concern,

The entire SMCI team has provided excellent mechanical services for projects at the Festus R-VI School District, including installation of several high tonnage units across our campus. The project managers and staff have been consistently excellent in response to our needs during each project. Their manner in dealing with people is professional and pleasant, and they effectively deal with all stakeholders and team members to everyone’s satisfaction while keeping focus with the main Scope of Work. In addition, the SMCI team has always met project deadlines which are critical in the realm of K-12 education.

I would highly recommend SMCI for any future work within our District and to any other potential client.

Feel free to contact my office if you have further questions.

Educationally,

[Signature]

Mr. Nathan Holder
Assistant Superintendent
Festus R-VI School District
nhold@festus.k12.mo.us
June 3, 2014

Amy Choate  
Sheet Metal Contractors, Inc  
1661 Veterans Drive  
PO Box 700  
De Soto, MO 63020  

Dear Mrs. Choate,

I am writing to recommend the services of Sheet Metal Contractors, Inc (SMCI). De Soto School District has been using the services of SMCI for more than 30 years, and has always been completely satisfied. Employees at SMCI do an excellent job, are always punctual, helpful with suggestions, and offer competitive rates.

SMCI has been a vendor on most of our previous bond issues providing excellent HVAC equipment, meeting architect specifications, and working with our staff on operations and maintenance. We have also hired them for significant repairs for extra jobs and other services of maintenance. We have always been pleased and appreciate their level of knowledge and expertise.

I’m happy to recommend the services of Sheet Metal Contractors. If you have any questions, feel free to contact me.

Trisha L. Burkeen  
Superintendent
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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 ADDED 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
Lakensan
890 Roosevelt Street
Ste. Genevieve MO 63670

CONTACT
NAME: CONTACT PHONE (573-885-7446) FAX (573-885-3881)
ADDRESS: CON@lakensan.com

INSURED
Sheet Metal Contractors Inc.
1961 Veteran's Drive
PO Box 700
De Soto MO 63020

CERTIFICATE NUMBER: 114790292

REVISION NUMBER: X

COVERAGE

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.

A COMMERCIAL GENERAL LIABILITY

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

- Transit and Temporary Storage coverage up to $1,000,000
- Installation Floater coverage up to $1,000,000 with $1,000 deductible
- Job - HVAC units in various County buildings. Above General Liability policy covers Automatic Additional Insured coverage to the certificate holder as required by written contract per CG 7201. This side Auto Liability policy provides Automatic Additional Insured coverage to the certificate holder as required by written contract per CA 7109.

CERTIFICATE HOLDER

Jefferson County
Department of Public Works
725 Maple Street
PO Box 100
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.

Authorized Representative:

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
January 28, 2020

Department of the County Clerk
Ken Waller
729 Maple Street
P.O. Box 100
Hillsboro, MO 63050

RE: On-Call HVAC Services 2020

Dear Mr. Waller,

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Respectfully,

Michael L. Krampf, Sr.
Director of Technical & Control System Design

Sheet Metal Contractors, Inc.
1661 Veterans Drive • De Soto, MO 63020 | Phone: 636.337.2150 | Fax: 636.337.6074 | www.smcihvac.com
July 16, 2015

Mr. Larry Krodinger  
Mr. Neal Krodinger  
Sheet Metal Contractors Inc.  
1161 Veterans Drive, PO Box 700  
De Soto, MO 63020

Re: Jazz at the Bistro

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Sincerely,

[Signature]  
Steven D. Schrage, PE  
Project Manager

C: Mr. Paul Shaughnessy, BSI Constructors

File: Sheet Metal Contractors Contract File
June 4, 2014

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Feel free to contact my office if you have further questions.

Educationally,

Mr. Nathan Holder
Assistant Superintendent
Festus R-VI School District
nhold@festus.k12.mo.us
June 3, 2014

Amy Choate
Sheet Metal Contractors, Inc
1661 Veterans Drive
PO Box 700
De Soto, MO 63020

Dear Mrs. Choate,

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I’m happy to recommend the services of Sheet Metal Contractors. If you have any questions, feel free to contact me.

[Signature]

Dr. Trisha L. Burkeen
Superintendent
CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
Lakenan
890 Rozier Street
Stu. Genevieve MO 63570

INSURED
Sheet Metal Contractors Inc.
1651 Veteren's Drive
PO Box 700
De Soto MO 63020

DATE (MM/DD/YYYY)
1/15/2020

CONTACT NAME

PHONE 
(314) 877-7446

FAX
(314) 877-3981

E-MAIL
CO@lakenan.com

INSURER 
A: UNITED FIRE GROUP

MAIC 
# 13021

INSURER 
B: Indian Harbor Insurance Company

MAIC 
# 36940

INSURER 
C: MISSOURI EMPLOYERS MUTUAL

MAIC 
# 10191

INSURER 
D: Prevoir Insurance


COVERAGES
CERTIFICATE NUMBER: 1114796902

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.

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

Transit and Temporary Storage coverage up to $1,000,000
Installation Work coverage up to $1,000,000 with $1,000 deductible.

Job - HVAC units in various County buildings. The above General Liability policy provides Automatic Additional Insured coverage to the certificate holder as required by written contract per CG7201. The above Auto Liability policy provides Automatic Additional insured coverage to the certificate holder as required by written contract per CA7109.

CERTIFICATE HOLDER

Jefferson County
Department of Public Works
725 Maple Stree
Hillsboro MO 63050

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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