AN ORDINANCE AWARDS 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 REBID ON-CALL PLUMBING 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:

<table>
<thead>
<tr>
<th>BID NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebid On-Call Plumbing Services 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NUMBER OF BIDS RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE OF BID OPENING</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-17-2020</td>
</tr>
</tbody>
</table>

WHEREAS, after reviewing the bids and proposals set forth above, the Department of Public Works Division of Facility Services has determined that certain bids
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 Murphy, Merlo Plumbing Co. Inc., from the date of approval to 6-7-2021 upon approval by the County Council and County Executive for **up to $50,000.00 per term, for total amount not to exceed $50,000.00 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>Rebid On-Call Plumbing Services 2020</td>
</tr>
</tbody>
</table>

**TERM**

Date of approval to 6-7-2021

with one (1) additional two-year renewal option

Upon approval by the County Council and County Executive

**AMOUNT**

Up to $50,000.00 per term,

for total amount not to exceed $50,000.00 for the term,

subject to budgetary limitations
AWARDED BIDDERS

Murphy (A1)

Merlo Plumbing Co., Inc. (A2)

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

5 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.

6 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 DULY 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 8TH DAY OF _June_, 2020:

[Marked Yes]

[Marked Yes]

[Marked Yes]

[Marked Yes]

[Marked Yes]

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THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 10th DAY OF JULY, 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.

Dennis J. Gannon
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY:

Reading Date: 06-08-2020
JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by __________ 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 plumbing 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 statues of the State of Missouri and Employer’s Liability with limits no less than $500,000.00.

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

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

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

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

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

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

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

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

(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, materials 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) **NONTDISCRIMINATION 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:

<table>
<thead>
<tr>
<th>Contractor Contact Name, Registrations/Certifications</th>
<th>Jonathan Pool - Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Contact Title</td>
<td>Murphy Company</td>
</tr>
<tr>
<td>Company Name</td>
<td>1233 N Price Road, St Louis, MO 62132</td>
</tr>
<tr>
<td>Company Address</td>
<td>314-634-8595</td>
</tr>
<tr>
<td>Company Contact Fax Number</td>
<td><a href="mailto:jpool@murphynet.com">jpool@murphynet.com</a></td>
</tr>
<tr>
<td>Company Contact Phone Number</td>
<td><a href="https://www.murphynet.com/">https://www.murphynet.com/</a></td>
</tr>
<tr>
<td>Company Contact Email Address</td>
<td></td>
</tr>
<tr>
<td>Company Website</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

(23) **SEVERABILITY AND SURVIVAL:**

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

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

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

Executed by the Contactor the ___ day of ________________, 20__.

Executed by the County the ___ day of ________________, 20__

JEFFERSON COUNTY, MISSOURI

BY: __________________________

COUNTY EXECUTIVE

ATTEST:

Ken Waller
County Clerk

Seal Smith
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**

<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>Plumber/Pipefitter</td>
<td>$120</td>
<td>$120</td>
<td>$171</td>
</tr>
</tbody>
</table>

*During Normal Business Hours.*

### Other Job Qualifications

- Holiday Pay - $207
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2013

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

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

PRODUCER
Huntleigh McGehee
1-314-746-6700
825 Forsyth Boulevard
Suite 1200
Clayton, MO 63105

CONTACT NAME: Carrie Tillott
PHONE: 314-746-4778
FAX: 314-889-3735
E-MAIL: ctillott@hmrisk.com

INSURER(S) AFFORDING COVERAGE
INSURER A: AMERICAN CONTRACTORS INS CO BER
NAIC #: 12300
INSURER B: ACTS INS CO
NAIC #: 19984

INSURED
Murphy Company Mechanical Contractors & Engineers
1233 North Price Road
St. Louis, MO 63132

COVERAGES
CERTIFICATE NUMBER: 534764932

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.

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED LIMITS</th>
<th>POLICY NUMBER</th>
<th>INSD</th>
<th>WDD</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
<td>GL19C000035</td>
<td>06/01/19</td>
<td>06/01/20</td>
<td>EACH OCCURRENCE: $10,000,000</td>
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<tr>
<td></td>
<td></td>
<td>GL19B000035</td>
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<td>06/01/20</td>
<td>DAMAGES TO RENTED PREMISES (BA-recoverable): $100,000</td>
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<td></td>
<td></td>
<td>GL19A000035</td>
<td>06/01/19</td>
<td>06/01/20</td>
<td>MED EXP (Any one person): $5,000</td>
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<td></td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $10,000,000</td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE: $10,000,000</td>
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<td></td>
<td>PRODUCTS - COMPROAG: $10,000,000</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>AL190000023</td>
<td>06/01/19</td>
<td>06/01/20</td>
<td>COMBINED SINGLE LIMIT (SA-eligible): $1,000,000</td>
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<td></td>
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<td></td>
<td>BODILY INJURY (Per person): $</td>
<td></td>
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<td></td>
<td>SOLELY INJURY (Per accident): $</td>
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<td>PROPERTY DAMAGE (Per accident): $</td>
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<td></td>
<td>EACH OCCURRENCE: $</td>
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<td></td>
<td></td>
<td>AGGREGATE: $</td>
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<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<td>06/01/19</td>
<td>06/01/20</td>
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<td></td>
<td></td>
<td>WC19000003019</td>
<td>06/01/19</td>
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<td>E.L. DISEASE - EA EMPLOYEE: $1,000,000</td>
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<td></td>
<td>WC19000007619</td>
<td>06/01/19</td>
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<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
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</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

**Evidence of Automobile Liability Attached**

CERTIFICATE HOLDER
Jefferson County Building Dept.
P.O. Box 100
Hillsboro, MO 63050
USA

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

© 1983-2014 ACORD CORPORATION. All rights reserved.
**CERTIFICATE OF LIABILITY INSURANCE**  
Acct#: 2706735  
DATE (MM/DD/YYYY): 05/28/2019

**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**  
Lockton Affinity, LLC  
P. O. Box 879610  
Kansas City, MO 64187-9610

**CONTACT NAME:** Lockton Affinity  
PHONE (A/C No. Ext.): 877-320-3933  
FAX (A/C. No.): 913-652-7599  
E-MAIL ADDRESS: EPH@locktonaffinity.com

**INSURER(S) AFFORDING COVERAGE**  
INSURER A: Old Republic Insurance Company  
NAC# 24147

**INSURED**  
MURPHY COMPANY  
Mechanical Contractors & Engineers  
1233 NORTH PRICE ROAD  
SAINT LOUIS, MO 63132

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

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE FULL NAME 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 BE CONSIDERED, 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.**

<table>
<thead>
<tr>
<th>INSR. LTR.</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. INSD. SUB. W/YD.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY Claims Made Occur</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN. AGGREGATE LIMIT APPLIES PER: POLICY PERIOD LIMIT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>L114019-19</td>
<td>06/01/2019</td>
<td>06/01/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>COMBINED SINGLE LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
<td>$</td>
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<tr>
<td></td>
<td>HIRD AUTOS SCHEDULED</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
<td>$</td>
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<tr>
<td></td>
<td>UMBRELLA LIMIT</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
<td>$</td>
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<tr>
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<td>EXCESS LIMIT</td>
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<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>$</td>
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<tr>
<td></td>
<td>D RETENTION $</td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td></td>
<td>EMPLOYER (FIRM)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>AND EMPLOYERS LIABILITY ANY PERSONS INSURED/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT</td>
<td>$</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory.

**CERTIFICATE HOLDER**  
Proof of Coverage  
1233 NORTH PRICE ROAD  
ST LOUIS, MO 63132

**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**

© 1988-2016 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD
May 26, 2020

RE: Murphy Company
Jefferson County Real or Personal Property

To Whom It May Concern:

Murphy Company does not own any real or personal property in Jefferson County. If you have any questions, please feel free to contact me at your earliest convenience. I can be reached at 314.692.1660.

Sincerely,

[Signature]

Kent B. Decker
Corporate Controller & Treasurer

State of Missouri City/County of St. Louis

Subscribed and sworn to me this 26th day of May, 2020.

My commission expires 8/13/2020 Notary Public

[Signature]

DIANE E. LEIGHTON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug 13, 2020
Commission # 12510608
THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

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

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


ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation
   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly
employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer’s attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee’s perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status.
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee’s employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use “Privacy Incident – Password” in the subject line of your email when sending a breach report to E-Verify.

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

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

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee’s work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee’s Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee’s basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with
Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA’s database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA’s database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

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

2. DHS agrees to assist the Employer with operational problems associated with the Employer’s participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

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

6. DHS agrees to issue each of the Employer’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees’ employment eligibility within three Federal Government work days of the initial inquiry.

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify
case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the
employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or
   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.
B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer’s participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

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

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

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.
Company ID Number: 32434

Approved by:

<table>
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<th>Employer</th>
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<td>Murphy Company</td>
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Department of Homeland Security – Verification Division

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<tr>
<td>USCIS Verification Division</td>
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<tr>
<td>Electronically Signed</td>
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Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13
## Information Required for the E-Verify Program

### Information relating to your Company:

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Company Name</td>
<td>Murphy Company</td>
</tr>
</tbody>
</table>
| Company Facility Address           | 1233 North Price Road  
                                      | St Louis, MO 63132                           |
| Company Alternate Address          |                                              |
| County or Parish                   | SAINT LOUIS                                  |
| Employer Identification Number     | 430705361                                    |
| North American Industry Classification Systems Code | 23899                                       |
| Parent Company                     |                                              |
| Number of Employees                | 500 to 999                                   |
| Number of Sites Verified for       | 2                                            |
Company ID Number: 32434

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

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<th>State</th>
<th>Sites</th>
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<tr>
<td>MISSOURI</td>
<td>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>Kathy Johnson</th>
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</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(314) 692-1651</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(314) 692-1160</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:kjohnson@murphy-stl.com">kjohnson@murphy-stl.com</a></td>
</tr>
</tbody>
</table>
February 7, 2020

Honorable Members of the Jefferson County Department of Public Works
Attention Matt Stinchcomb
Maple Street Annex
725 Maple Street
PO BOX 100
Hillsboro, Missouri 63050

Project: 2020 On-Call Plumbing Services
BID #: 20-0015

Dear Matt,

The Murphy Company is pleased to be able to have the opportunity to perform plumbing services for Jefferson County. Our company has a deep tradition of servicing municipalities, private business, as well as institutions for higher learning for well over 100 years. The Murphy Company has a deep history of giving back to the community as are based in St. Louis. We are pleased to be considered in any way shape or form for any and all plumbing services that the county requires.

Please read the information below, or better reach out to me personally with any questions or curiosities that you have. I thank you in advance for your consideration and look forward to the opportunity to partner with the Public Works Department and all of Jefferson County

Very Respectfully,

[Signature]

Jonathan Pool
Murphy Company
314-634-8595
jpool@murphynet.com
COMPANY Profile / Supplier References

HISTORY

John C. Murphy came to St. Louis in 1882 intent on creating a better life. The Irish lad came to learn the plumbing trade and in 1907, confident in his mastery, formed John C. Murphy Plumbing Co. Little could he have imagined then that he was launching a firm destined to become the largest mechanical contractor in St. Louis and the 13th largest in the U.S. Nor could he have envisioned that in decades to follow, his enterprise would make a better life possible for thousands of customers and employees.

From our origins as a two-man plumbing shop, today’s Murphy Company Mechanical Contractors and Engineers employs more than 300 salaried workers and 900 union craft workers in the pipefitter, boilermaker, plumber, sheet metal, HVAC, and laborer trades from its headquarters in St. Louis and regional offices in Denver and Colorado Springs. In addition to diversifying our service array, Murphy Co. expanded outside of St. Louis, opening a Denver office in 1983.

ST LOUIS PLUMBING SERVICE GROUP

The current St. Louis Plumbing division consists of 21 Licensed Plumbers that work exclusively in the St Louis Metropolitan. The Plumbing Division has takes great pride in the work they do in the area and pride themselves on beating a 24 hour response time. Our plumbing group is approximately 10 million dollars a year of our business. We provide plumbing services for several ST Louis Institutions to include but not limited to:

Wells Fargo Advisors
St Louis University
Ameren
Drury Properties

Murphy Company has continued to grow and currently provides service throughout the United states is licensed to work throughout the United States and Canada. The Murphy Company is headquartered in St Louis Missouri. The St Louis, Missouri location hosts the largest sheet metal and piping shops in the St Louis Metropolitan area.

FINANCIALS

Forecasted Revenue
03/31/20: $300,000,000
Revenue
03/31/19: $326,351,000
Revenue
03/31/18: $266,415,000

Bonding
Capacity: $250,000,000
Single Project: $60,000,000
Financial Rating: 4A2 Dun & Bradstreet
SERVICE DELIVERY PLAN

The Murphy Company is committed to dedicating the most experienced and qualified technicians for this contract. We will have the following personnel involved with this contract:

Jonathan Pool (Account Manager) – Overall Responsibility for Deliverables, Communication to the customer

Alex Ivanov (Service Manager) – Overall Responsibility for manpower, training and day to day deliverables.

Nicole Hudacek (Billing Lead) – Overall Responsibility for invoicing, preparing monthly billing report

Chris Hamilton (Service Safety Manager) – Responsible for adherence to Boeing and Murphy safety policies
COMPANY References

St Louis University
Keith McCune – 314-977-8247, mccune@slu.edu
20+ Years to present
Mechanical and Plumbing Services

St Charles County
Mike Eilers, 636-949-1890, meilers@sccmo.org
2018- Present
Mechanical, Controls and Plumbing Services

Leadeck CO
Cory Winegardner – 314-346-7795 Cory.winegardner@leadeck-services.com
2018 to Present
HVAC and Plumbing Inspections and Repairs

SARA Investment Real Estate
Todd Spitzer - 314-462-0402 tspitzer@sarainvest.com
2009- Present
HVAC and Pluming Inspections and Repairs

Thank you again for your consideration for doing business with the Murphy Company. We look forward to working together with Jefferson County.
COMPANY Profile / Supplier References

HISTORY

John C. Murphy came to St. Louis in 1882 intent on creating a better life. The Irish lad came to learn the plumbing trade and in 1907, confident in his mastery, formed John C. Murphy Plumbing Co. Little could he have imagined then that he was launching a firm destined to become the largest mechanical contractor in St. Louis and the 13th largest in the U.S. Nor could he have envisioned that in decades to follow, his enterprise would make a better life possible for thousands of customers and employees.

From our origins as a two-man plumbing shop, today’s Murphy Company Mechanical Contractors and Engineers employs more than 300 salaried workers and 900 union craft workers in the pipefitter, boilermaker, plumber, sheet metal, HVAC, and laborer trades from its headquarters in St. Louis and regional offices in Denver and Colorado Springs. In addition to diversifying our service array, Murphy Co. expanded outside of St. Louis, opening a Denver office in 1983.

ST LOUIS PLUMBING SERVICE GROUP

The current St. Louis Plumbing division consists of 21 Licensed Plumbers that work exclusively in the St Louis Metropolitan. The Plumbing Division has takes great pride in the work they do in the area and pride themselves on beating a 24 hour response time. Our plumbing group is approximately 10 million dollars a year of our business. We provide plumbing services for several ST Louis Institutions to include but not limited to:

Wells Fargo Advisors
St Louis University
Ameren
Drury Properties

Murphy Company has continued to grow and currently provides service throughout the United states is licensed to work throughout the United States and Canada. The Murphy Company is headquartered in St Louis Missouri. The St Louis, Missouri location hosts the largest sheet metal and piping shops in the St Louis Metropolitan area.

FINANCIALS

Forecasted Revenue
03/31/20: $300,000,000
Revenue
03/31/19: $326,351,000
Revenue
03/31/18: $266,415,000

Bonding
Capacity: $250,000,000
Single Project: $60,000,000
Financial Rating: 4A2 Dun & Bradstreet
Murphy Service Organization

SERVICE DELIVERY PLAN

The Murphy Company is committed to dedicating the most experienced and qualified technicians for this contract. We will have the following personnel involved with this contract:

Jonathan Pool (Account Manager) – Overall Responsibility for Deliverables, Communication to the customer

Alex Ivanov (Service Manager) – Overall Responsibility for manpower, training and day to day deliverables.

Nicole Hudacek (Billing Lead) – Overall Responsibility for invoicing, preparing monthly billing report

Chris Hamilton (Service Safety Manager) – Responsible for adherence to Boeing and Murphy safety policies
COMPANY References

St Louis University
Keith McCune – 314-977-8247, mccune@slu.edu
20+ Years to present
Mechanical and Plumbing Services

St Charles County
Mike Eilers. 636-949-1890, meilers@sccmo.org
2018- Present
Mechanical, Controls and Plumbing Services

LeadeC CO
Cory Winegardner – 314-346-7795 Cory.winegardner@leadec-services.com
2018 to Present
HVAC and Plumbing Inspections and Repairs

SARA Investment Real Estate
Todd Spitzer - 314-462-0402 tspitzer@sarainvest.com
2009- Present
HVAC and Plumbing Inspections and Repairs

Thank you again for your consideration for doing business with the Murphy Company. We look forward to working together with Jefferson County.
Department of the County Clerk
Ken Waller
729 Maple Street
P.O. Box 100
Hillsboro, MO 63050

March 12, 2020

To Whom It May Concern:

Merlo Plumbing Co., Inc. is thrilled to be given the opportunity to serve the Jefferson County community with our 24 hour on-call plumbing and sewer services. We take great pride in providing our customers with high quality plumbing services and excellent customer service. Our experience and impeccable work is what sets us apart from any other plumbing company in the St. Louis area and surrounding counties. Our customers are very important to us. Merlo Plumbing Co., Inc. is proud to be a family owned & operated business for over 36 years.

Our staff consists of qualified and experienced office and field personnel that can take care of all your plumbing, piping, lawn irrigation and sewer needs. We employ an average of 60 union plumbers, laborers, metal trades, helpers and servicemen, operating at least 24 trucks. Our foremen have, on average, 25-30 years involvement in the plumbing trade. We carry plumbing, drain layers, irrigation and mechanical licenses for the municipalities in Jefferson County.

Merlo Plumbing Co., Inc. has in use a Safety Program, EEO Policy, Drug Abuse Program including random drug testing. We also encourage our employees to consult our hazard communications compliance guide for information about materials they are working with or may encounter at a job site. We take our employee’s safety and that of the community very seriously.
Merlo Plumbing Co., Inc. provides 24 Hour Emergency On-Call Plumbing and Sewer Services to St. Louis and surrounding counties including but not limited to:

- St. Louis County
- Parkway School District
- Panera Bread Company
- Normandy School District
- AT&T
- UPS
- Aldi's
- Delmar Gardens

References regarding the named projects are available upon request. In addition, please visit our website at www.merloplumbing.com to view our recent project photos and additional company information.

Thank you for your time and consideration to be the next On-Call Plumbing and Sewer Service Company to serve Jefferson County.

Sincerely,

Kenneth Merlo
President
JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by Medco Plumbing Co., 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 sewer troubleshooting, repair, snaking, 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 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 Contactor the 24th day of April, 2020.

Executed by the County the 10th day of June, 2020.

JEFFERSON COUNTY, MISSOURI

BY: Dennis J. Hanson
COUNTY EXECUTIVE

BY: [Signature]
Name: Metro Plumbing Co., Inc.
Title: President
(Seal)

ATTEST:
Ken Wallace
County Clerk

ATTEST:
Julie Barden
Contractor Company Name
Title: Project Coordinator

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
## EXHIBIT 1
CONTRACTOR COMPANY NAME
HOURLY BILLING RATES

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th>*Hourly Labor Rate Non-Prevailing Wage</th>
<th>*Hourly Labor Rate Prevailing Wage</th>
<th>Hourly Labor Rate Emergency Rate</th>
</tr>
</thead>
<tbody>
<tr>
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* See Attached Breakdown of Rates + Fees

* During Normal Business Hours.

## Other Job Qualifications

<p>| |</p>
<table>
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</table>
# JEFFERSON COUNTY
## BREAKDOWN OF RATES AND FEES

Effective January 1, 2020 through December 31, 2020

<table>
<thead>
<tr>
<th>TRADESPEOPLE PAID</th>
<th>LESS 15%</th>
<th>OVER 15%</th>
<th>DOUBLE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber Foreman</td>
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**MATERIAL**
To be billed at wholesale cost plus tax and 15% overhead and profit.

**EQUIPMENT RENTAL**
To be billed at rental cost plus 10% for overhead and profit.

**SUBCONTRACTOR**
To be billed at cost plus 10% for overhead and profit.

**PERMITS AND FEES**
To be billed at cost plus 10% for overhead and profit.

**SERVICE TRUCK CHARGE**
To be billed at $30.00 per day.
April 6, 2020

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

Re: Jefferson County ReBid On-Call Plumbing Services 2020-2022

To Whom It May Concern:

This letter is to inform you that Merlo Plumbing Co., Inc. does not own any real or personal property in Jefferson County.
If you should have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Kenneth Merlo
President
Merlo Plumbing Co., Inc.

SWORN to and subscribed before me this 6th Day of April 2020.

[Signature]
NOTARY PUBLIC
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
Name: Charles L. Crane Agency
Address: 400 Chesterfield Ctr, Ste 100
Chesterfield, MO 63017

INSURER
Name: Merlo Plumbing Company Inc.
Address: 11041 Gravois Industrial Court
St. Louis, MO 63128-2012

INSURER A: Amerisure Insurance Company
NAIC #: 19488

INSURER B: Amerisure Partners Ins. Co.
NAIC #: 11050

INSURER C: Travelers Casualty & Surety
NAIC #: 19038

COVERAGES
CLASS NUMBER: 01

COVERAGE DESCRIPTION: COMMERCIAL GENERAL LIABILITY

TYPE OF INSURANCE: COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: CPP21095500205

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
Re: on call plumbing services
Certificate holder is an additional insured on general and auto liability as required by written contract. Umbrella policy follows form.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
Re: on call plumbing services
Certificate holder is an additional insured on general and auto liability as required by written contract. Umbrella policy follows form.

CERTIFICATE HOLDER
Jefferson County
Attn: Contracts Dept.
PO Box 100
Hillsboro, MO 63050

AUTHORIZED REPRESENTATIVE
Joel Karsten

ACORD 25 (2016/03)
© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
Company ID Number: 347812

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.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Merlo Plumbing Co., Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenneth Merlo</td>
<td></td>
</tr>
<tr>
<td>Name (Please Type or Print)</td>
<td>Title</td>
</tr>
<tr>
<td>Electronically Signed</td>
<td>08/02/2010</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
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</table>

Department of Homeland Security – Verification Division

USCIS Verification Division

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<td>Signature</td>
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Information Required for the E-Verify Program

Information relating to your Company:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Merlo Plumbing Co., Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Facility Address</td>
<td>11041 Gravois Industrial Court</td>
</tr>
<tr>
<td></td>
<td>Saint Louis, MO 63128</td>
</tr>
<tr>
<td>Company Alternate Address:</td>
<td></td>
</tr>
<tr>
<td>County or Parish:</td>
<td>SAINT LOUIS</td>
</tr>
<tr>
<td>Employer Identification Number:</td>
<td>431294070</td>
</tr>
</tbody>
</table>
**Company ID Number:** 347812

<table>
<thead>
<tr>
<th>North American Industry Classification Systems Code:</th>
<th>238</th>
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<tbody>
<tr>
<td>Parent Company:</td>
<td></td>
</tr>
<tr>
<td>Number of Employees:</td>
<td>5 to 9</td>
</tr>
<tr>
<td>Number of Sites Verified for:</td>
<td>1</td>
</tr>
</tbody>
</table>

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- **MISSOURI** 1 site(s)

---

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>[Information]</th>
<th>Fax Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenneth Merlo</td>
<td>[Details]</td>
<td>(314) 843 - 1800</td>
</tr>
<tr>
<td>Kathy Miriani</td>
<td>[Details]</td>
<td>(314) 843 - 1800</td>
</tr>
<tr>
<td>Julie Baldwin</td>
<td>[Details]</td>
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JEFFERSON COUNTY
BREAKDOWN OF RATES AND FEES

Effective January 1, 2020 through December 31, 2020

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Revised 1-1-20
Merlo Plumbing Co., Inc. is a plumbing contracting company that has been serving the St. Louis area since 1983. Family owned and operated with over 60 years' experience in the plumbing industry, we have completed over 92,000 residential and commercial plumbing, sewer, fountain, and lawn irrigation repairs, remodels, and installations. We specialize in new and remodel work.

### PLUMBING
- Contract Plumbing Installations
- Design/Build Installations
- Water Main Installations & Repairs
- Repairs & Pipe Replacement
- Backflow Preventer Testing
- Water Service Installations

### SEWER
- Sewer and Drain Cabling
- Hydro Flushing & Jetting
- TV Camera Inspections
- Sewer Repairs and Installations
- Preventive Maintenance Programs
- Sewer Lining – Rehabilitation

### FOUNTAINS & LAWN IRRIGATION
- Design, Layout and Installation
- Maintenance and Repairs
- Start-ups and Winterization

### CONTACT INFORMATION

**GARY BARNETT**  
Service Department  
314-843-1000 Office  
314-581-6330 Cell  
gbarnett@merloplumbing.com

**GREG BURTON**  
Service Department  
314-843-1000 Office  
314-591-4244 Cell  
gburton@merloplumbing.com

314-843-1000 Phone  
Service@merloplumbing.com

[www.merloplumbing.com](http://www.merloplumbing.com)  
24 HOUR EMERGENCY SERVICE
March 12, 2020

Jefferson County
ATTN: Ken Waller
729 Maple Street
PO Box 100
Hillsboro, MO 63050

Re: Jefferson County On-Call Plumbing Services 2020

To Whom It May Concern:

This letter is to inform you that Merlo Plumbing Co., Inc. does not own any real or personal property in Jefferson County.
If you should have any questions, please do not hesitate to contact me.

Sincerely,

Kenneth Merlo
President
Merlo Plumbing Co., Inc.

SWORN to and subscribed before me this 12th Day of March, 2020.

[Notary Public Signature]
March 12, 2020

To Whom It May Concern:

Merlo Plumbing Co., Inc. is thrilled to be given the opportunity to serve the Jefferson County community with our 24 hour on-call plumbing and sewer services. We take great pride in providing our customers with high quality plumbing services and excellent customer service. Our experience and impeccable work is what sets us apart from any other plumbing company in the St. Louis area and surrounding counties. Our customers are very important to us. Merlo Plumbing Co., Inc. is proud to be a family owned & operated business for over 36 years.

Our staff consists of qualified and experienced office and field personnel that can take care of all your plumbing, piping, lawn irrigation and sewer needs. We employ an average of 60 union plumbers, laborers, metal trades, helpers and servicemen, operating at least 24 trucks. Our foremen have, on average, 25-30 years involvement in the plumbing trade. We carry plumbing, drain layers, irrigation and mechanical licenses for the municipalities in Jefferson County.

Merlo Plumbing Co., Inc. has in use a Safety Program, EEO Policy, Drug Abuse Program including random drug testing. We also encourage our employees to consult our hazard communications compliance guide for information about materials they are working with or may encounter at a job site. We take our employee’s safety and that of the community very seriously.
Merlo Plumbing Co., Inc. provides 24 Hour Emergency On-Call Plumbing and Sewer Services to St. Louis and surrounding counties including but not limited to:

- St. Louis County
- Parkway School District
- Panera Bread Company
- Normandy School District
- AT&T
- UPS
- Aldi’s
- Delmar Gardens

References regarding the named projects are available upon request. In addition, please visit our website at www.merloplumbing.com to view our recent project photos and additional company information.

Thank you for your time and consideration to be the next On-Call Plumbing and Sewer Service Company to serve Jefferson County.

Sincerely,

[Signature]

Kenneth Merlo
President
JEFFERSON COUNTY
BREAKDOWN OF RATES AND FEES

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