Title of Bid: Asphalt Overlay 2020

Dept.: Highway
Contact Person: John Lyons
Ext.: 6999

Description (product/service, justification and use):

This project consists of our annual repairs for County maintained asphalt roads.

We have selected approximately 1.5 miles of deteriorated asphalt County roads and roads selected by Weldon Spring, and St. Paul for overlay. This contract will cover this work along with all incidentals including curb repairs and milling.

We have selected Option 2: Contractor will deliver all millings to a County maintenance facility.

Funding for this project was approved within the 2020 Annual Budget on 12/18/2019. The Department budgeted $325,000.00 from the Asphalt Overlay line item (see page 174) for County roads. The estimated expenditure is $282,407.77 for 2020.

Award to: E Meier Contracting
Location: 860 Westwood Ind. Park Ct., Weldon Spring, MO

Price: $282,407.77
Contract term (if applicable):

Bid opening held on: 1/28/2020
Opened by: Finance

Account number to be charged for purchase: 201-9020-46662

If bid was not awarded to lowest bidder, please explain:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Bid #: 20-002

Additional Bids Received

The following additional bids were received:

| Vendor: Gershenson Construction Co., Inc. | Price: $ 365,886.10 |
| Location: 2 Truitt Dr., Eureka, MO 63025 | Meets all specifications: Yes |

| Vendor: Spencer Contracting Co. | Price: $ 369,147.24 |
| Location: 3073 Arnold Tenbrook Rd., Arnold, MO 63010 | Meets all specifications: Yes |

| Vendor: Ford Asphalt Co., Inc. | Price: $ 372,125.95 |
| Location: 13184 Taussig Ave., Bridgeton, MO 63044 | Meets all specifications: Yes |

| Vendor: NB West Contracting, Co | Price: $ 405,788.50 |
| Location: 2480 Mary Ave., St. Louis, MO 63144 | Meets all specifications: Yes |

| Vendor: Pace Construction Company, LLC | Price: $ 422,131.35 |
| Location: 1620 Woodson Rd., St. Louis, MO 63114 | Meets all specifications: Yes |

| Vendor: Byrne & Jones Construction | Price: $ 440,836.85 |
| Location: 13940 St. Charles Rock Rd., St. Louis, MO | Meets all specifications: Yes |

For each vendor that doesn't meet specifications, please explain why:

Vendor: 

Vendor: 

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Department Director/Elected Official Signature  
Date  1/30/26

Approval or Concurrence of Director of Finance  
Date  2/12/26

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.
| VENDOR | APPROX. QUANT. | DESCRIPTION | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
|--------|----------------|-------------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|------------|------|
| 2" asphalt overlay, BP-1 | 300 TONS | $92.52 | $27,756.00 | $151.00 | $45,300.00 | $102.79 | $30,837.00 | $113.00 | $33,900.00 | $90.00 | $27,000.00 | $98.17 | $29,451.00 |
| 1"/1.5" asphalt overlay, BP-2 | 1,239 TONS | $91.16 | $112,947.24 | $114.00 | $141,246.00 | $108.34 | $134,233.26 | $113.00 | $140,007.00 | $114.00 | $141,246.00 | $110.97 | $137,491.83 |

**Option 1: Contractor disposal of millings**

| COLD MILLING – 1.5" to 2" Deep | 3,907 SY | $3.45 | $13,479.15 | $3.80 | $14,846.60 | $3.62 | $14,143.34 | $4.15 | $16,214.05 | $4.75 | $18,558.25 | $3.75 | $14,651.25 | $6.15 | $44,489.10 | $6.62 | $47,889.08 |
| COLD MILLING – 1" Deep | 7,234 SY | $3.05 | $22,063.70 | $3.40 | $24,595.60 | $3.40 | $24,595.60 | $5.75 | $41,595.50 | $6.15 | $44,489.10 | $6.62 | $47,889.08 |
| 3" rolled curb and gutter | 3,359 LN FT. | $27.92 | $93,783.28 | $38.50 | $129,321.50 | $46.18 | $155,118.62 | $41.15 | $138,222.85 | $45.00 | $151,155.00 | $55.00 | $184,745.00 | $51.75 | $173,828.25 |
| 2" wide with 6" pan | 6" driveway approach | 100 SY | $79.22 | $7,922.00 | $71.20 | $7,120.00 | $69.87 | $6,987.00 | $76.00 | $7,600.00 | $86.00 | $8,600.00 | $100.00 | $10,000.00 | $183.03 | $18,303.00 |

**TOTAL BASE BID for Option 1**

| $277,951.37 | $362,429.70 | $364,468.02 | $367,112.50 | $393,815.75 | $422,131.35 | $440,836.85 |

| 2" asphalt overlay, BP-1 (same price as Option 1) | 300 TONS | $92.52 | $27,756.00 | $151.00 | $45,300.00 | $102.79 | $30,837.00 | $113.00 | $33,900.00 | $90.00 | $27,000.00 | $98.17 | $29,451.00 |
| 1"/1.5" asphalt overlay, BP-2 (same price as Option 1) | 1,239 TONS | $91.16 | $112,947.24 | $114.00 | $141,246.00 | $108.34 | $134,233.26 | $113.00 | $140,007.00 | $114.00 | $141,246.00 | $110.97 | $137,491.83 |

**Option 2: Contractor hauls to County Maintenance facility**

| COLD MILLING – 1.5" to 2" Deep | 3,907 SY | $3.85 | $15,041.95 | $4.20 | $16,409.40 | $4.04 | $15,784.28 | $4.60 | $17,972.20 | $5.50 | $21,488.50 | $3.75 | $14,651.25 | $6.15 | $44,489.10 | $6.62 | $47,889.08 |
| COLD MILLING – 1" Deep | 7,234 SY | $3.45 | $24,957.30 | $3.80 | $27,489.20 | $3.62 | $26,187.08 | $3.85 | $27,850.90 | $7.00 | $50,638.00 | $6.62 | $47,889.08 |
| 3" rolled curb and gutter (same price as Option 1) | 3,359 LN FT. | $27.92 | $93,783.28 | $38.50 | $129,321.50 | $46.18 | $155,118.62 | $41.15 | $138,222.85 | $45.00 | $151,155.00 | $55.00 | $184,745.00 | $51.75 | $173,828.25 |
| 2" wide with 6" pan | 6" driveway approach (same price as Option 1) | 100 SY | $79.22 | $7,922.00 | $71.20 | $7,120.00 | $69.87 | $6,987.00 | $76.00 | $7,600.00 | $86.00 | $8,600.00 | $100.00 | $10,000.00 | $183.03 | $18,303.00 |

**TOTAL BASE BID for Option 2**

| $282,407.77 | $366,886.10 | $369,147.24 | $372,125.95 | $405,788.50 | $422,131.35 | $440,836.85 |

<table>
<thead>
<tr>
<th>Do you wish to be bound by the provisions of the Asphalt Cement Price Index?</th>
<th>Yes</th>
<th>No</th>
<th>Yes</th>
<th>No</th>
<th>Yes</th>
<th>No</th>
<th>Yes</th>
<th>No</th>
<th>Yes</th>
<th>No</th>
<th>Yes</th>
<th>No</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security amount</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
<td>5% of amount bid</td>
</tr>
</tbody>
</table>

*This is a list of the responses received, and is provided for informational purposes only. This is not a Notice of Award.*
MEMORANDUM

TO: Kurt Mandernach, Purchasing Manager

FROM: Karen Cutright

CC: Craig Tajkowski, County Engineer
Nathan Tormala, Construction Manager
Tom Reitz, Chief Inspector
John Lyons, Highway Superintendent

RE: Bid #20-002
E Meier Contracting
Asphalt Overlay 2020
Contract Amount - $282,407.77

DATE: February 14, 2020

Kurt,

The Highway Department recently opened bids for the Asphalt Overlay 2020, which includes all work for the furnishing and placement of approximately 1.5 miles of deteriorated asphalt County roads and roads selected by Weldon Spring and St. Paul for overlay in St. Charles County. This will cover work along with all incidentals including curb repairs and milling.

The following bids were received:

- E. Meier Contracting: $282,407.77
- Gershenson Construction Co.: $366,886.10
- Spencer Contracting Co.: $369,147.24
- Ford Asphalt Co., Inc.: $372,125.95
- NB West Contracting, Co.: $405,788.50
- Pace Construction Co., LLC: $422,131.35
- Byrne & Jones Construction: $440,836.85

We recommend the approval of the low bid from E. Meier Contracting at the cost of $282,407.77.

The Request for Bid Approval and four original contracts for the referenced project are enclosed. If you are agreeable, kindly forward this on to the County Counselor’s office for inclusion on the February 24, 2020 County Council Consent Agenda.

The Change Rider and original Certificate of Insurance and Payment / Performance Bonds are also attached for the contract you will keep. I retained copies of those items for our two original contracts when they are returned.

Please secure the remaining signatures and the Registrar’s attestation, and return two original contracts to me for our Contractor and our files.

Should you have any questions or need any further information, please advise.

301 N. Third Street ▪ St. Charles, MO 63301 ▪ P 636.949.7305 ▪ 1.800.822.4012 ▪ F 636.949.7307 ▪ highway@scmom.org ▪ www.scomo.org
Audit Clause for Contracts

Examination of Records

The Contractor's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations obtained during audits will be kept confidential.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: E Meier Contracting

Business Address: 880 Westwood Industrial Park Ct.

Weldon Spring Mo 63304

Business Hours: 6:00 am - 4:00 pm

Phone: 636-300-0908 FAX: 636-300-0907

Email address: mtune@emeier.com

Contact Person: Mike Tune

Authorized Signature: [Signature]

(Indicates acceptance of all bid terms and conditions)

Date: 1/27/20
**PROPOSAL for IFB 20-002**

TO: St. Charles County Highway Department  
301 North Third Street  
St. Charles, MO 63301

In response to the advertisement inviting proposals for the furnishing and placement of 2" overlays of Type “BP-1” and 1" overlays of Type “BP-2” asphaltic concrete, full width/edge milling, and removal and replacement of concrete curb and gutter (along with incidentals including tack coat, milling for butt joints, and specified traffic control measures), in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>APPROX. QUAN.</th>
<th>UNIT QUAN.</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot; asphalt overlay, BP-1</td>
<td>300 TONS</td>
<td>92.52</td>
<td>27,756.00</td>
</tr>
<tr>
<td>1&quot;/1.5&quot; asphalt overlay, BP-2</td>
<td>1,239 TONS</td>
<td>91.16</td>
<td>112,947.24</td>
</tr>
</tbody>
</table>

**Option 1: Contractor disposal of millings**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT QUAN.</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Milling – 1.5&quot; to 2&quot; Deep</td>
<td>3,907 SY</td>
<td>3.45</td>
</tr>
<tr>
<td>Cold Milling – 1” Deep</td>
<td>7,234 SY</td>
<td>3.35</td>
</tr>
<tr>
<td>3&quot; rolled curb and gutter</td>
<td>3,359 LN FT.</td>
<td>27.92</td>
</tr>
<tr>
<td>2’ wide with 6&quot; pan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6” driveway approach</td>
<td>100 SY</td>
<td>79.22</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID for Option 1**  
$277,951.37

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>APPROX. QUAN.</th>
<th>UNIT QUAN.</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot; asphalt overlay, BP-1 (same price as Option 1)</td>
<td>300 TONS</td>
<td>92.52</td>
<td>27,756.00</td>
</tr>
<tr>
<td>1&quot;/1.5&quot; asphalt overlay, BP-2 (same price as Option 1)</td>
<td>1,239 TONS</td>
<td>91.16</td>
<td>112,947.24</td>
</tr>
</tbody>
</table>

**Option 2: Contractor hauls to County Maintenance facility**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT QUAN.</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Milling – 1.5&quot; to 2&quot; deep</td>
<td>3,907 SY</td>
<td>3.85</td>
</tr>
<tr>
<td>Cold Milling – 1” deep</td>
<td>7,234 SY</td>
<td>3.45</td>
</tr>
<tr>
<td>3&quot; rolled curb and gutter (same price as Option 1)</td>
<td>3,359 LN FT.</td>
<td>27.92</td>
</tr>
<tr>
<td>2’ wide with 6&quot; pan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6” driveway approach (same price as Option 1)</td>
<td>100 SY</td>
<td>79.22</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID for Option 2**  
$282,419.77

Bid award will be based on the lowest base bid for the option chosen by St. Charles County following bid opening and review.
2. Do you as the Contractor wish to be bound by the provisions of the Asphalt Cement Price Index?

___ YES

☑ NO

Indicate your decision by either checking Yes or No. Failure to indicate your preference will be interpreted to mean that you elect to NOT participate.

Suitable bid security in the amount of $______ Dollars as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the County of St. Charles if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

The undersigned has examined the plans and specifications for the project and has satisfied himself as to the work to be done and conditions under which it must be carried out.

The contractor shall not commence work prior to the date of written notice from the County Engineer to begin work and shall fully complete all work under this contract by July 31, 2020, the rate of progress and the time of completion being essential conditions of this contract.

This proposal shall be equally binding to all heirs, administrators, executors, successors, and assigns.

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>E Meier Contracting</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY</td>
<td>Mike Tune</td>
</tr>
<tr>
<td>TITLE</td>
<td>Project manager</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>880 Westwood Industrial Park Ct.</td>
</tr>
<tr>
<td></td>
<td>Weldon Spring, Mo 63304</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>636-330-0808</td>
</tr>
<tr>
<td>DATE</td>
<td>1/28/2020</td>
</tr>
</tbody>
</table>

ASPHALT OVERLAY 2020
AO-20 PROP-2
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Mike Tune (Name of Business Entity Authorized Representative) as Project Manager (Position/Title) first being duly sworn on my oath, affirm E Meier Contracting

Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMos. I also affirm that E Meier Contracting ________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Mike Tune
Authorized Representative's Signature

Printed Name

Project Manager
Title
mtune@emeier.com
E-Mail Address

1/27/20
Date

Subscribed and sworn to before me this 28th (DAY) of January 2020 (MONTH, YEAR), I am commissioned as a notary public within the County of St Louis, (NAME OF COUNTY), State of Missouri (NAME OF STATE), and my commission expires on 01-28-20 (DATE).

Carol M Kohenskey
Signature of Notary

Date
EXHIBIT A

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

ASPHALT OVERLAY 2020
AO-20
PROP-5
CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED: [Signature]
Contractor: E Meier Contracting
By: Mike Tune
Date: 1/27/20
ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF St Charles

______________________________
Mike Tune

being first duly sworn, deposes and says that he is

Project Manager

Title of Person Signing of

E Meler Contracting

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY

BY

BY

SWORN to before me this 26th day of January 20 20.

Carol M. Kohenshey
Notary Public

My Commission Expires 12-05-20

ASPHALT OVERLAY 2020
AO-20

PROP- 7
THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

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

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed.
Company ID Number: 364451

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
   
   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
   
   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
   
   • If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
   
   • If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo
uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS Information pursuant to this MOU.

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

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

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound “foreign” or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-
whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee’s assignment to the contract, whichever date is later.

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

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

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

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with
Company ID Number: 364451

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

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

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee’s Form I-551 or Form I-766 to DHS for review by:
   • Scanning and uploading the document, or
   • Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.
Company ID Number: 364451

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

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

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

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.
Company ID Number: 364451

<table>
<thead>
<tr>
<th>North American Industry Classification Systems Code:</th>
<th>238</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator:</td>
<td></td>
</tr>
<tr>
<td>Number of Employees:</td>
<td>20 to 99</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>Telephone Number</th>
<th>E-mail Address</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melier W Edgar</td>
<td>(636) 300 - 0908 ext. 11</td>
<td><a href="mailto:tedmeier@emeler.com">tedmeier@emeler.com</a></td>
<td>(636) 300 - 0907</td>
</tr>
<tr>
<td>Lori A Heckel</td>
<td>(636) 300 - 0908 ext. 10</td>
<td><a href="mailto:lheckel@emeler.com">lheckel@emeler.com</a></td>
<td>(636) 300 - 0907</td>
</tr>
</tbody>
</table>
CONTRACT AGREEMENT
ASPHALT OVERLAY PROJECT AO-20
IFB 20-002

This Agreement, made between E MEIER CONTRACTING, hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of TWO HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED SEVEN AND 77 /100 ($282,407.77), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the County Engineer to begin work and shall fully complete all work under this contract by July 31st, 2020. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged for failure to complete within the allotted time at the rate of three hundred ($300.00) dollars per day for each calendar day until the job is completed, accepted, and approved by the Engineer.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The County shall pay the contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. A 5% retainage will be held from all invoices submitted to the County for payment until the final lien waivers and other close out paperwork are furnished to the County.

ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the County that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five days after receipt of written notice, then the County shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the County Engineer within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor along with the final lien waivers. This estimate shall be based on tons of asphalt placed, square yards of milling, and linear feet of curb, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

ASPHALT OVERLAY 2020
AO-20
CA-1
ARTICLE 6. THE CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, Wage Rates, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as if hereto attached.

ARTICLE 7. RATES OF PAY:

The Contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Contractor shall forfeit to the County one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place.

ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:

The contractor to whom the contract is awarded and any subcontractor under such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the County two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.

ARTICLE 9. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)

Examination of Records

The Contractor's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Contractor shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations obtained during audits will be kept confidential.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the County this _____ day of __________, 20__.

Executed by the Contractor this 2 day of February 2020

CONTRACTOR E MEIER CONTRACTING

ST. CHARLES COUNTY, MISSOURI

BY

TITLE President

COUNTY EXECUTIVE

ATTEST ______________________

ATTEST ______________________

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order 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 this obligation.

Robert Schnur, DIRECTOR OF FINANCE

ASPHALT OVERLAY 2020
AO-20

CA- 3
Performance and Payment Bond
(Public Work)

Bond Number: RCB0028800

KNOW ALL PERSONS BY THESE PRESENTS, That we, E. Meier Contracting, Inc.
850 Westwood Industrial Ct, Whischin Spring, MO 63304
301 N. Third Street, St. Charles, MO 63301
an Illinois corporation, called the Principal, and RLI Insurance Company
301 N. Third Street, St. Charles, MO 63301
called the Obligee, in the sum of Two Hundred Eighty-Two Thousand Four Hundred Seven and 77/100
Dollars ($282,407.77)

for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, the Principal has entered into a Contract with the Obligee dated February 7th, 2020,
to perform construction work at the Asphalt Overlay Project AO-20 IFB-20-002

("Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly and faithfully perform
the construction work to be performed under the Contract and shall promptly make payment to all Claimants, as
hereinafter defined, for all labor and material used, consumed or incorporated in the performance of the work under
the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the Contract for failing to perform the
construction work, the Obligee having performed Obligee's obligations thereunder, Surety shall, within a reasonable
time:

1. Upon entering into an acceptable takeover agreement with the Obligee, undertake to complete the
   construction work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for completion of the construction work to
   be done under the Contract, and arrange for a contract to be prepared for execution by the Obligee and
   the contractor, to be secured with a performance and payment bond executed by a qualified surety; or

3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor.

4. The Contract balance, as defined below, shall be credited against the reasonable cost of completing the
   construction work to be performed under the Contract. If completed by the Obligee pursuant to paragraphs
   2 or 3 above, and the reasonable cost of completing the construction work exceeds the Contract balance,
   the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety
   exceed the amount of this bond. If the Surety completes the work pursuant to paragraph 1 above, that
   portion of the Contract balance as may be required to complete the construction work to be done under
   the Contract and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the
   manner as said sums would have been payable to Principal had there been no default under the Contract.
   To the extent that the Surety's outlays exceed the Contract balance paid to Surety by Obligee, the Surety
   shall be entitled to a dollar for dollar reduction of its liability under this bond, and the Surety's aggregate
   liability shall not exceed the penal sum of this bond. The term "Contract balance" as used herein shall
   mean the total amount payable to Obligee under the Contract and any amendments thereto, less the
   amounts properly paid by Obligee to the Principal under the Contract. The term "construction work," as
   used herein shall mean the providing by the Principal of all labor and/or material necessary to complete
   the Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the
   contrary, the Surety shall not be liable to the Obligee or others for obligations of the Principal that are
   unrelated to the performance of the work under the Contract, and the Contract balance shall not be reduced
   or set off on account of any such unrelated obligations, nor for any related obligations that would not be
   covered under this bond.

5. Any suit by the Obligee under this bond must be instituted before the earlier of: (a) the expiration of
   one year from the date of substantial completion of the work, or (b) one year after the Principal ceased
   performing the construction work under the Contract. If this bond is provided to comply with public works
   bond statutes in the location where the construction work is being performed and the public works bond
   statutes contain a statute of limitations for suits on the performance bond, then the limitation period set
   forth herein shall be read out of this bond and the statute of limitation set forth in the public works bond
   statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law,
   the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be
   applicable.

C0068_CBIC
BndPerPyPuW.01-040112
6. A Claimant is defined as one other than the Obligee having a contract with the Principal or with a direct Contractor of the Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work.

7. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant’s work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant’s contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in performance of the construction work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a Contractor of the Principal shall have a right of action on this bond only if said Claimant notifies the Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

8. No suit or action shall be commenced hereunder by any Claimant after the expiration of one years after the day on which the Claimant last supplied the labor and/or materials for which the claim is made or (b) the limitation period set forth in the public work bond statutes if any, in the location where the construction work is being performed. Any limitation contained in this bond, which is prohibited by any law controlling in the state where the suit is filed, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state.

9. No suit or action shall be commenced hereunder by the Obligee or any Claimant other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

10. The amount of this bond shall be reduced by and to the extent of any payment or payments made by Surety in good faith hereunder whether made directly to Obligee or Claimant(s) or otherwise in discharge of Principal’s obligations. The Surety’s liability hereunder to the Obligee and all Claimants is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein. The Surety may, at its option, discharge all obligations under this bond by interpleading into the registry of any court of competent jurisdiction of the full unused penal sum of this bond, or such portion thereof that will satisfy the obligations owed to the Obligee and/or the Claimant(s). No right of action shall accrue on this bond to any person or entity other than the Obligee and/or the Claimant(s). The bond shall not be liable for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract.

11. If this bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed, all provisions in the bond are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed and sealed this 7th day of February, 2020.

(Principal’s Name)

By:

Its:

RLI Insurance Company

By: Jerome L. Powell

Attorney-in-Fact
POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Jerome L. Howe III, Laurance M. Howe, jointly or severally

in the City of Saint Louis, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of January, 2020.

By: Barton W. Davis
Vice President

State of Illinois
County of Peoria

On this 24th day of January, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigg
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company hereby certify that the attached Power of Attorney is true and accurate and is irrevocable; and furthermore, that the association of the Company as set forth in the Power of Attorney is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24th day of January, 2020.

By: Jeffrey D. Dick
Corporate Secretary

34665300319
A005SD19