Title of Bid: 2020 Concrete Removal and Replacement 2020 A  
Bid #: 20-004

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

Description (product/service, justification and use):

This project consists of our annual repairs for County maintained, small City owned concrete streets. The Cities have selected approximately 13,000 square yards of damaged concrete street pads for removal and replacement. This contract will cover those repairs along with all incidentals.

Funding for this project was approved within the 2020 Annual Budget on 12/18/2019. The Department budgeted $668,000.00 from the Concrete Slab Replacement line item (see page 174) for small city roads. The entirety of the contract will be reimbursed by the participating small cities. Estimated expenditure is $667,388.60 for 2020.

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

Price: $667,388.60  
Contract term (if applicable): 

Bid opening held on: 1/23/2020  
Opened by: Finance

Account number to be charged for purchase: 201-9020-46661

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 #: 20-004

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Price</th>
<th>Meets all specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>M&amp;H Concrete Contractors, Inc</td>
<td>$751,522.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Sweetens Concrete Services, LLC</td>
<td>$830,470.75</td>
<td>No</td>
</tr>
<tr>
<td>Spencer Contracting Co.</td>
<td>$840,515.15</td>
<td>No</td>
</tr>
<tr>
<td>Lamke Trenching &amp; Excavating, Inc.</td>
<td>$858,006.00</td>
<td>No</td>
</tr>
<tr>
<td>J.M. Marschuetz Construction</td>
<td>$893,917.50</td>
<td>No</td>
</tr>
<tr>
<td>XL Contracting, Inc.</td>
<td>$955,596.00</td>
<td>No</td>
</tr>
<tr>
<td>20 Mid Rivers Trade Ct., Ste 100, St. Peters</td>
<td>Price:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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.

[Signature]

Department Director/Elected Official Signature

Date: 1/29/2025

Approval of Concurrence of Director of Finance

[Signature]

Date: 2/12/2025

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature

Date
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Vendor</th>
<th>E Meier Contracting</th>
<th>M &amp; H Concrete Contractors, Inc.</th>
<th>Sweetens Concrete Services, LLC</th>
<th>Spencer Contracting Co.</th>
<th>Lamke Trenching &amp; Excavating, Inc.</th>
<th>J.M. Marschuetz Construction</th>
<th>XL Contracting, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Saw Cutting</td>
<td></td>
<td>$1.50</td>
<td>$17,250.00</td>
<td>$2.20</td>
<td>$25,300.00</td>
<td>$3.00</td>
<td>$34,500.00</td>
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<td>3a</td>
<td>with EMPC concrete mix</td>
<td></td>
<td>$47.00</td>
<td>$526,635.00</td>
<td>$52.40</td>
<td>$587,142.00</td>
<td>$58.55</td>
<td>$665,052.75</td>
<td>$59.20</td>
</tr>
<tr>
<td>3b</td>
<td>with 8.25 sack concrete mix</td>
<td></td>
<td>$49.00</td>
<td>$4,900.00</td>
<td>$55.40</td>
<td>$5,540.00</td>
<td>$63.70</td>
<td>$6,370.00</td>
<td>$65.20</td>
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<tr>
<td>4a</td>
<td>with EMPC concrete mix</td>
<td></td>
<td>$48.50</td>
<td>$43,650.00</td>
<td>$55.20</td>
<td>$49,680.00</td>
<td>$64.10</td>
<td>$57,690.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>4b</td>
<td>with 8.25 sack concrete mix</td>
<td></td>
<td>$51.00</td>
<td>$17,850.00</td>
<td>$57.60</td>
<td>$20,160.00</td>
<td>$69.55</td>
<td>$24,955.00</td>
<td>$64.10</td>
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<tr>
<td>5a</td>
<td>with EMPC concrete mix</td>
<td></td>
<td>$35.00</td>
<td>$2,800.00</td>
<td>$10.00</td>
<td>$11,000.00</td>
<td>$12.35</td>
<td>$12,350.00</td>
<td>$10.74</td>
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<td>5b</td>
<td>with 8.25 sack concrete mix</td>
<td></td>
<td>$30.00</td>
<td>$8,000.00</td>
<td>$11.00</td>
<td>$11,000.00</td>
<td>$12.35</td>
<td>$12,350.00</td>
<td>$10.74</td>
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<tr>
<td>6</td>
<td>Remove Unsuitable Subgrade</td>
<td></td>
<td>$26.00</td>
<td>$2,600.00</td>
<td>$15.00</td>
<td>$600.00</td>
<td>$23.15</td>
<td>$926.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>7</td>
<td>Replace Unsuitable Material with 1-inch minus Base Rock</td>
<td></td>
<td>$25.00</td>
<td>$1,200.00</td>
<td>$17.00</td>
<td>$680.00</td>
<td>$25.20</td>
<td>$1,008.00</td>
<td>$35.00</td>
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<tr>
<td>8</td>
<td>Replace Unsuitable Material with 2-inch minus Base Rock</td>
<td></td>
<td>$12.50</td>
<td>$7,250.00</td>
<td>$25.00</td>
<td>$30.00</td>
<td>$25.20</td>
<td>$3,877.00</td>
<td>$43.99</td>
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<tr>
<td>9</td>
<td>Breaking of Concrete Pavement Lugs</td>
<td></td>
<td>$19.00</td>
<td>$13,250.00</td>
<td>$20.55</td>
<td>$23,500.00</td>
<td>$25.00</td>
<td>$22,800.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>10</td>
<td>Sidewalk Replacement , including ramp</td>
<td></td>
<td>$8.00</td>
<td>$8,000.00</td>
<td>$11.00</td>
<td>$11,000.00</td>
<td>$12.25</td>
<td>$12,350.00</td>
<td>$10.74</td>
</tr>
<tr>
<td>11</td>
<td>Detectable warning pad (truncated dome)</td>
<td></td>
<td>$11.00</td>
<td>$11,000.00</td>
<td>$12.35</td>
<td>$12,350.00</td>
<td>$10.74</td>
<td>$10,740.00</td>
<td>$11.00</td>
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<tr>
<td>12</td>
<td>Vertical curb replacement</td>
<td></td>
<td>$26.00</td>
<td>$2,600.00</td>
<td>$15.00</td>
<td>$1,500.00</td>
<td>$10.30</td>
<td>$1,030.00</td>
<td>$18.40</td>
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<td>13</td>
<td>Ceramar Expansion Joint Material 2&quot; thick x 8&quot; deep</td>
<td></td>
<td>$2.22</td>
<td>$3,288.00</td>
<td>$5.00</td>
<td>$2,000.00</td>
<td>$5.15</td>
<td>$2,060.00</td>
<td>$7.66</td>
</tr>
<tr>
<td>14</td>
<td>Remove and replace joint from 4-foot to 8-foot wide</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15a</td>
<td>with EMPC concrete mix</td>
<td></td>
<td>$60.00</td>
<td>$9,000.00</td>
<td>$80.00</td>
<td>$12,000.00</td>
<td>$84.65</td>
<td>$12,697.50</td>
<td>$90.00</td>
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<td>15b</td>
<td>with 8.25 sack concrete mix</td>
<td></td>
<td>$75.00</td>
<td>$3,750.00</td>
<td>$86.00</td>
<td>$4,300.00</td>
<td>$90.10</td>
<td>$4,505.00</td>
<td>$95.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$667,388.60</strong></td>
<td><strong>$751,522.00</strong></td>
<td><strong>$830,470.75</strong></td>
<td><strong>$840,515.15</strong></td>
<td><strong>$858,006.00</strong></td>
<td><strong>$893,917.50</strong></td>
<td><strong>$956,596.00</strong></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.
Kurt Mandernach, Purchasing Manager

TO:

Karen Cutright

FROM:

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

CC:

Bid #20-004 CR-20A
E Meier Contracting
Asphalt Overlay 2020
Contract Amount - $668,000.00

DATE:

February 14, 2020

Kurt,

The Highway Department recently opened bids for the Concrete Removal and Replacement 2020 A, this project consists of our annual repairs for County maintained, small city owned concrete streets. The Cities have selected approximately 13,000 square yards of damaged concrete street pads for removal and replacement. This contract will cover those repairs along with all incidentals.

The following bids were received:

E. Meier Contracting $668,000.00
M & H Concrete Contractors, Inc. $751,522.00
Sweetens Concrete Services, LLC $830,470.75
Spencer Contracting Co. $840,515.15
Lamke Trenching & Excavating, Inc. $858,006.00
J.M. Marschuetz Construction $893,917.50
XL Contracting, Inc. $956,596.00

We recommend the approval of the low bid from E. Meier Contracting at the cost of $668,000.00.

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.

Craig Tajkowski
County Engineer
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: 860 Westwood Industrial Park Ct.
Weldon Spring  Mo  63304

Business Hours  7:00 - 5:00

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

Email address: mtune@emeier.com

Contact Person: Mike Tune

Authorized Signature: Scott Metz, Chief Business Officer
(Indicates acceptance of all bid terms and conditions)

Date: 1/21/20
**PROPOSAL for IFB 20-004**

In response to the advertisement inviting proposals for the removal and replacement of concrete street and 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>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>EST. QUAN</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>INCIDENTAL: No Direct Payment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Saw Cutting</td>
<td>LF</td>
<td>11,500</td>
<td>1.50</td>
<td>17,250.00</td>
</tr>
<tr>
<td>3a</td>
<td>Concrete Replacement, 6-inch thick with EMPC concrete mix</td>
<td>SY</td>
<td>11,205</td>
<td>47.00</td>
<td>526,635.00</td>
</tr>
<tr>
<td>3b</td>
<td>with 8.25 sack concrete mix</td>
<td>SY</td>
<td>100</td>
<td>49.00</td>
<td>5,100.00</td>
</tr>
<tr>
<td>4a</td>
<td>Concrete Replacement, 7-inch thick with EMPC concrete mix</td>
<td>SY</td>
<td>900</td>
<td>48.50</td>
<td>43,650.00</td>
</tr>
<tr>
<td>4b</td>
<td>with 8.25 sack concrete mix</td>
<td>SY</td>
<td>100</td>
<td>51.00</td>
<td>5,100.00</td>
</tr>
<tr>
<td>5a</td>
<td>Concrete Replacement, 8-inch thick with EMPC concrete mix</td>
<td>SY</td>
<td>350</td>
<td>51.00</td>
<td>17,850.00</td>
</tr>
<tr>
<td>5b</td>
<td>with 8.25 sack concrete mix</td>
<td>SY</td>
<td>300</td>
<td>53.00</td>
<td>15,900.00</td>
</tr>
<tr>
<td>6</td>
<td>Remove Unsuitable Subgrade</td>
<td>CY</td>
<td>80</td>
<td>35.00</td>
<td>2,800.00</td>
</tr>
<tr>
<td>7</td>
<td>Replace Unsuitable Material with 1-inch minus Base Rock</td>
<td>CY</td>
<td>40</td>
<td>30.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>8</td>
<td>Replace Unsuitable Material with 2-inch minus Base Rock</td>
<td>CY</td>
<td>40</td>
<td>30.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>9</td>
<td>Breaking of Concrete Pavement Lugs</td>
<td>HR</td>
<td>20</td>
<td>136.28</td>
<td>2,725.60</td>
</tr>
<tr>
<td>10</td>
<td>Sidewalk Replacement , including ramp</td>
<td>SF</td>
<td>1,000</td>
<td>8.00</td>
<td>8,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Detectable warning pad (truncated dome)</td>
<td>SF</td>
<td>140</td>
<td>11.00</td>
<td>1,540.00</td>
</tr>
<tr>
<td>12</td>
<td>Vertical curb replacement</td>
<td>LF</td>
<td>100</td>
<td>26.00</td>
<td>2,551.55</td>
</tr>
<tr>
<td>13</td>
<td>Ceramar Expansion Joint Material 2&quot; thick x 8&quot; deep</td>
<td>LF</td>
<td>400</td>
<td>8.22</td>
<td>3,288.00</td>
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</table>

**Joint Repair**

<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>EST. QUAN</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Remove and replace joint from 4-foot to 8-foot wide</td>
<td></td>
<td>150</td>
<td>60.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>15a</td>
<td>with EMPC concrete mix</td>
<td>SY</td>
<td>150</td>
<td>60.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>15b</td>
<td>with 8.25 sack concrete mix</td>
<td>SY</td>
<td>50</td>
<td>75.00</td>
<td>3,750.00</td>
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</tbody>
</table>

**TOTAL**  
$ 662,440.20

CONCRETE REMOVAL AND REPLACEMENT
CR-20A     PROP - 1
Suitable bid security in the amount of six hundred sixty two thousand four hundred forty & 2/100 Dollars ($ 662,440.20 ) 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 3, 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.

FIRM NAME E Meier Contracting
BY Mike Tune
TITLE Project Manager
ADDRESS 860 Westwood Industrial Park Ct.
Weldon Spring Mo 63304
TELEPHONE 636-300-0908
DATE 1/21/20
ANTI-COLLUSION STATEMENT

STATE OF MISSOURI
CITY/COUNTY OF St Charles

Scott Matz

being first duly sworn, deposes and says that he is

Chief Business Officer

Title of Person Signing

of E Meier Contracting

E Meier 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 22 day of January 2020.

KATELYN M. FILDES
Notary Public

My Commission Expires 1/29/21

CONCRETE REMOVAL AND REPLACEMENT
CR-20A PROP - 4
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 ___________________ (Name of Business Entity Authorized Representative) as ___________________ (Position/Title) first being duly sworn on my oath, affirm ___________________.

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, RSMo. I also affirm that ___________________.

______ (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.)

Authorized Representative’s Signature ____________ Scott Metz

Printed Name ____________

Chief Business Officer ____________ 1/21/20

Title ____________ Date ____________

mtune@emeier.com ____________

E-Mail Address ____________

Subscribed and sworn to before me this 23rd of January 2020. I am commissioned as a notary public within the County of St. Charles, State of Missouri, and my commission expires on 1/29/21.

Signature of Notary ____________ Date ____________

KATELYN A. FILDES Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 1344134
My Commission Expires June 29, 2021

CONCRETE REMOVAL AND REPLACEMENT
CR-20A

PROP - 5
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, if 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

E Meier Contracting

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>
</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

CONCRETE REMOVAL AND REPLACEMENT
CR-20A
PROP - 6
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:

Contractor: E Meier Contracting

By: Scott Metz

Date: 1/21/20
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 name] (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.
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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).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens’ employment eligibility within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
   - Automated verification checks on employees by electronic means, and
   - Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and
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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.

www.dhs.gov/E-Verify
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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification by noting the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer
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(1)) that the employee is not work authorized. The Employer understands that the 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 1-800-237-2815 (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-
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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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU 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.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(f)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.


   b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

   c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,
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
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Article II.C.5. the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the 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 subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

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 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. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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
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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.
ARTICLE IV

SERVICE PROVISIONS

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

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
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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.
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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer: E. Meier Contracting, Inc**

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Department of Homeland Security – Verification Division

**USCIS Verification Division**

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Information Required for the E-Verify Program

**Information relating to your Company:**

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<tr>
<th>Company Facility Address:</th>
<th>880 Westwood Industrial Court</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weldon Spring, MO 63304</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Alternate Address:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>County or Parish:</th>
<th>SAINT CHARLES</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employer Identification Number:</th>
<th>431540115</th>
</tr>
</thead>
</table>

Page 12 of 13 | E-Verify MOU for Employer | Revision Date 09/01/08 | www.dhs.gov/E-Verify
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>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meier W Edgar</td>
<td>(636) 300 - 0908 ext. 11</td>
<td>(636) 300 - 0907</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:tedmeier@emeler.com">tedmeier@emeler.com</a></td>
<td></td>
</tr>
<tr>
<td>Leral A Heckel</td>
<td>(636) 300 - 0908 ext. 10</td>
<td>(636) 300 - 0907</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:lheckel@emeler.com">lheckel@emeler.com</a></td>
<td></td>
</tr>
</tbody>
</table>
CONTRACT AGREEMENT
CONCRETE REMOVAL AND REPLACEMENT: PROJECT CR-20A
IFB 20-004

This Agreement, made between hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of E MEIER CONTRACTING SIX HUNDRED SIXTY-EIGHT THOUSAND, AND 60/100 ($668,000.00), 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 prior to July 3, 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 line items provided in the contract, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

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.

CONCRETE REMOVAL AND REPLACEMENT
CR-20A
CA - 2
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 _____ day of February, 2020.

CONTRACTOR: E MEIER CONTRACTING

ST. CHARLES COUNTY, MISSOURI

BY ___________________________ COUNTY EXECUTIVE

TITLE President 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

CONCRETE REMOVAL AND REPLACEMENT

CR-20A CA - 3
Performance and Payment Bond
(Public Work)

Bond Number: RCB0028801

Premium:

KNOW ALL PERSONS BY THESE PRESENTS, That we, E. Meier Contracting Inc., an Illinois corporation, called the Principal, and RLI Insurance Company, called the Surety, are held and firmly bound unto County of St. Charles, Missouri, called the Obligee, in the sum of Six Hundred Sixty-Eight Thousand and 00/100 Dollars ($688,000.00) 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 Concrete Removal and Replacement Project CR-20A IFB 20-004 ("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 of 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.
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 this 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.

________________________________________  RLI Insurance Company

(Principal’s Name)

By: _____________________________

Its: _____________________________

Jerome L. Howe, III, 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.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Vice President

State of Illinois
SS

Count 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. Johningk
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is true in all respects and is irrevocable; and furthermore, that I, have executed the Company as set forth in the Power of Attorney. I, in accordance with 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.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Corporate Secretary