

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> District Commissioner

John C. Russell  
2<sup>nd</sup> District Commissioner



Shane Schoeller  
Clerk of the Commission

Christopher J. Coulter, AICP  
County Administrator

Megan Applegate  
Executive Assistant

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

**Greene County Commission  
Commission Briefing Minutes**

**Thursday, September 2, 2021**  
**9:30 AM**  
**Commission Conference Room**  
**1443 N. Robberson, 10<sup>th</sup> Floor**

**PLEASE CHECK & RETURN**

☒ PC  
☒ CC1  
☒ CC2

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.polomeet.me/GCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "\*" key and be prompted for an access code: 675-853-269

**PLEASE BE AWARE:** Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

**WARNING** Under Missouri law, any individual entering the premises or engaging the services of Greene County waives all civil liability against the individual or Greene County for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

**Attendees:** Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Jon Mooney, Laura Merriman and Rick Artman.

**Teleconference Attendees:** Mike Cagle, Jeff Scott, Tina Phillips, Adam Humphrey, Rob Rigdon, Jeff Bassham, Andrew Sullener, Adam Humphrey, Cheryl Dawson-Spaulding and Jim Arnott.

**Informational Items**

**Health Department-Jon Mooney**

- 77 COVID-19 average 7 day
- 47% full vaccinated.
- Education numbers highlighted.
- 3700 vaccines administered in the last week.
- 142 currently hospitalized.
- Individuals 18-49 24x more likely to be hospitalized that are not vaccinated.

**Resource Management-Rob Rigdon**

- Jail project update. 70% complete.
- Judicial project updates.

**Items for Consideration and Action by the Commission**

**(EX1)** Discussion and Possible Vote: Construction Contract for Refreshing Finishes in 3rd Floor Courtrooms of Judicial Courts Building; in Conjunction with MOU for Reimbursement of County by the Courts, Rob Rigdon

Commissioner Rusty MacLachlan moved to approve the MOU as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: MacLachlan and Russell. Absent: Dixon.

Commissioner Rusty MacLachlan moved to award the construction contract to RIO Contracting LLC as presented for the refresh of the 3<sup>rd</sup> floor courtrooms of the judicial courts building. Commissioner John Russell seconded the motion and it passed unanimously. Yes: MacLachlan and Russell. Absent: Dixon.

**(EX2)** Discussion and Possible Vote: Warranty Deed, Highway

Commissioner Rusty MacLachlan moved to approve the warranty deed as presented and to leave the vote open for Commissioner Dixon. Commissioner Russell seconded the motion: Yes: MacLachlan and Russell. Dixon voted yes on Sept. 3.

**(EX3)** Discussion and Possible Vote: MoDOT/Greene County/City of Rogersville US 60/Rte. 125-Interchange Cost Share Agreement, Highway

Commissioner Rusty MacLachlan moved to approve the MoDOT/GC/ City of Rogersville cost share agreement as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: MacLachlan and Russell. Absent: Dixon.

**Other:**

**(EX4)** Campus Security, Sheriff's Office

Sheriff Jim Arnott highlighted handout and options of campus security plan.

Current jail population: 984.

With no other business the meeting was adjourned.

Bob Dixon  
Presiding Commissioner

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1<sup>st</sup> District Commissioner

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## COUNTY COMMISSION

### Greene County, Missouri

(417) 868-4112

#### REVISED: Greene County Commission Commission Briefing Agenda

Thursday, September 2, 2021  
9:30 AM  
Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor

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Informational Items  
Health Department  
Resource Management

#### Items for Consideration and Action by the Commission

Discussion and Possible Vote: Construction Contract for refreshing finishes in 3rd floor courtrooms of Judicial Courts Building; in conjunction with MOU for reimbursement of County by the Courts (State)

Discussion and Possible Vote: Warranty Deed, Highway

Discussion and Possible Vote: MoDOT/Greene County/City of Rogersville US 60/Rte. 125-Interchange Cost Share Agreement, Highway

Other:  
Campus Security, Sheriff's Office

Revised on 9/1/2021 @ 8:20 AM

Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802  
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802  
[www.greencountymo.gov](http://www.greencountymo.gov)



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

RFB: 21-10880

TITLE: Greene Co. Judicial Courts – 3<sup>rd</sup> Floor Finishes Refresh

ISSUE DATE: 07/27/2021

CONTRACT NO: 21-1424

CONTACT: Laura Merriman

PHONE: (417)868-4014

E-MAIL: LMerriman@greencountymo.gov

RETURN BID NO LATER THAN: 08/24/2021 at 2:30 P.M. (Central Daylight Savings Time) Bids will be opened and read aloud at this time. Late bids will be disqualified.

RETURN BID TO: GREENE COUNTY OPERATIONS CENTER  
1210 NORTH BOONVILLE AVENUE (1<sup>st</sup> Floor – Mailroom)  
SPRINGFIELD, MISSOURI 65802

SUBMITTAL INSTRUCTIONS: Print the RFB Number and Due Date on the outside of the package and return this entire document (pages 1-26) with your bid submission. Sealed bids must be received at the Purchasing Department by the return date and time. No bid transmitted by fax machine or e-mail will be accepted.

BID OPENING: Bids will be read publicly via teleconference. All Bidders or their representatives are invited to participate in person (if allowed at that time pending COVID restrictions) or call in. To participate, dial (417) 799-1555 from an off campus or cell phone. From a County phone please dial 1555. The meeting number is #4003 and the access code is #453751.

CONTRACT TERM: Estimated work will commence on site on or about 11/01/2021 and will continue through the completion of the project. The Contract date is estimated to be 08/24/2021 and is estimated to last 260 calendar days from the contract date.

PRE-BID MEETING: A mandatory pre-bid meeting will be held on 08/06/2021 at 1:30 P.M. in the Greene County Judicial Courts Building (1<sup>st</sup> Floor Jury Assembly Room) at 1010 No. Boonville Ave. Failure to attend this meeting gives cause to have bids declared non-responsive.

DELIVER GOODS/SERVICES FOB (Free on Board)  
DESTINATION TO THE FOLLOWING ADDRESS:

Greene Co. Judicial Courts Building  
1010 North Boonville Ave.  
Springfield, MO 65802

*The Bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The Bidder further agrees that the language of this RFB shall govern in the event of a conflict with his/her bid. The Bidder further agrees that upon receipt of an authorized purchase order from the Greene County Purchasing Department or when an Agreement for Contract Services is certified by the Greene County Auditor, a binding contract shall exist between the Bidder and the County of Greene, State of Missouri.*

SIGNATURE REQUIRED

Rio Contracting LLC  
Business Name

1637 E. Olive ST.  
Street Address

Springfield, Mo. 65802  
City, State, Zip Code

417-886-0909  
Phone Number

20-1691059  
Federal Tax ID Number

Authorized Signature

Tommy L. Wood  
Printed Name

PRESIDENT / MANAGER  
Title

8-20-2021  
Date

tom@riocontractors.com  
E-Mail Address



## **RFB ORGANIZATION**

This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- Introduction and General Information
- Bid Specifications
- Scope of Services
- Special Provisions
- Diverse Vendor Identification
- Financial Terms
- Pricing Form
- Contractor References
- Bid Submission Checklist
- Agreement for Contract Services
- Contractual Requirements
- Attachments I, II, III, and IV
- Terms and Conditions of Bids

## **INTRODUCTION AND GENERAL INFORMATION**

**Purpose:** This document constitutes a request for sealed bids from prospective bidders for the purchase of services and goods to refresh the finishes (paint, carpet tile, rubber cove base, acoustic wall panels, paint, ceiling tiles) and replace light fixtures on the 3<sup>rd</sup> floor of Judicial Courts building at 1010 N. Boonville Ave. Springfield, Missouri 65802.

**Award of Contract:** Owner reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the Owner, and to reject all other bids. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated. The successful bidder, as Contractor, will be required to execute the contract agreement included in these documents.

**Proposal Guarantee and Bonds:** Submit a bid security, with the bid form, payable to the Owner, in the amount of 5% of the bid sum. Submit a bid security in the form of certified check, cashier's check, or bid bond issued by a Surety licensed to conduct business in the state in which the project is being constructed.

The Owner reserves the right to retain the security of the next two (2) lowest Bidders until the execution of the Agreement or until thirty (30) days after Bid opening date, whichever is shorter. Other bid securities will be returned. Bids without the above referenced Bid Security will not be considered. If any Bidder refuses to enter into Agreement, the Bid Security will be retained as liquidated damages, but not as a penalty.

**Payment and Performance Bonds:** When applicable (i.e. when the sum of the bid for the public works project exceeds \$50,000), the cost of Payment and Performance Bonds in the amount of 110% of the bid value are to be included in the bid. If, within ten (10) days after the notice of acceptance of his/her bid, the Bidder refuses to enter into a contract or fails to furnish Payment and Performance Bonds, as described in these instructions to bidders, for the faithful performance of the contract and payment of obligations arising thereunder, the amount of the bid security shall be forfeited to the owner as liquidated damages, not as a penalty. The successful Bidder's security will be retained until the Agreement has been signed and the Payment and Performance bonds been furnished.

**RATES OF WAGES:** When applicable (i.e. when the sum of the bid for the public works project exceeds \$75,000, and the other terms of Prevailing Wage legislation are met), the contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the Prevailing Wage Law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current Prevailing Wage order #28 is to be used.** The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. Copies can be obtained by contacting the Greene County Purchasing Department.

The contractor will forfeit a penalty to Greene County of one hundred dollars a day (or portion of the day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (section 290.250).

**Payroll Records (Not applicable if the sum of the bid for the public works project does NOT exceed \$75,000):** You should be providing payroll records from your workers and each subcontractor periodically and upon completion of the project, you must provide your Affidavit of Compliance with the Prevailing Wage Law, along with the Affidavits of Compliance with the Prevailing Wage Law from each subcontractor, prior to final payment.

We suggest each draw request should be accompanied by yours and each subcontractor's payroll records.

**Tobacco-Free Campus:** Effective January 1, 2008 Tobacco use will be strictly prohibited within the entire campus of Greene County and all Greene County vehicles. This includes the prohibition of smoking in privately-owned vehicles parked on County property. This policy applies to all employees, contractors and visitors.

**Notarized Affidavits:** Refer to Attachment I, Notice and Instructions to Bidders/Vendors regarding Sections 285.525 through 285.550 RSMo, effective January 1, 2009, Attachment II Section 292.675 RSMo, effective August 28, 2009, and Attachment IV RSMo 34.600 attached.

**Out-of-State Contractors:** Per RSMo Sections 285.230–285.234, Greene County requires out-of-state contractors (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2643T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a "financial assurance instrument," such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state or federal institution. In addition, the Contractor must provide a Missouri Certificate of Authority number issued by the Secretary of State's Office and certify to the Department of Revenue that it has sufficient workers' compensation insurance.

If hiring a Missouri resident, the contractor also must provide a Missouri Employment Security Account number issued by the Missouri Department of Labor & Industrial Relations. Once all registration requirements are met, the Department of Revenue will issue a Notice of Registration to the Contractor.

**Greene County may require a copy of the Notice of Registration prior to executing a contract with an out-of-state contractor.** If you have questions about Missouri's transient employer law, please contact the Missouri Department of Revenue at (573)751-3958.

**Business Compliance:** The bidder must comply with the laws regarding conducting business in the State of Missouri. The bidders certify by signing the signature page of this original document and any amendment signature page(s) that the Bidder and any proposed subcontractors either are presently in compliance with such laws, or shall comply with such laws prior to any resulting contract award. The Bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g. city/County/state/federal)
- State and local certifications (e.g. professions/occupations/activities)
- License and permits (e.g. city/County license, sales permits)
- Insurance (e.g. worker's compensation/unemployment compensation)

**Project Administration:** Submit all questions about the Contract Documents to the Greene County Purchasing Department, in writing. Replies which modify the Documents will be issued to the Bidders of record as Addenda to the Drawings and Specifications, and will form a part of the Contract. The Owner will not be responsible for oral clarifications. Questions must be received by the Greene County Purchasing Department no later than four (4) working days prior to the Bid opening date. No Addenda will be issued less than two (2) days prior to the Bid opening date.

**Submitting A Bid:** Bids must be priced, properly endorsed by a person authorized to legally bind the Bidder, and returned with all necessary attachments to the Purchasing Department prior to the closing date and time which appears on the front page of the RFP.

The bid number and title must appear on the face of the sealed container. The County shall not be responsible for bids which are lost or misdirected due to improper labeling of container.

**Bid Opening:** Information contained in proposals will not be released prior to the opening, and then only to those who appear at the public bid opening at The Greene County Operations Center, 1210 No. Boonville Ave., Springfield, Missouri. Attendance to the public bid opening is not mandatory.

Pricing information will be read aloud to those attending the public opening. Upon award of contract, bid tabulations will not be provided by telephone, but may be examined by appointment during normal business hours.

**Bidder Contact:** Unauthorized contact with County personnel other than the contact listed for this project while the bid and evaluation are in progress will result in immediate disqualification of the proposal.

**Clarification of Requirements:** Bidders shall carefully examine the Bid document. Questions concerning discrepancies or ambiguities in specifications, instructions, and/or requirements of this document which become apparent to the Bidder upon examination of the document must be submitted to the Purchasing Department.

Failure of Bidder to request clarification of terms, conditions, specifications and requirements herein will not waive the responsibility of the respondent to provide goods and/or services in accordance with the intent of this document. Signing this document shall be considered to denote thorough comprehension of the intent of the document.

It is the responsibility of each supplier to check the County website for bid postings. The County is not responsible and accepts no liability in the event a supplier is not sent a bid document. The County is not responsible for and accepts no liability in the event a response is late due to network, internet, or any other technical problem or interruption.

**Amendments to A Bid:** No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the Bid.

**Awards of Bid:** Award shall be made to the lowest and most responsive and responsible bidder who conforms to the solicitation, and whose bid is considered to be the most advantageous to the County, price and other factors considered.

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. Any award resulting from this bid will be made by written notification from the purchasing department in the form of an authorized purchase order signed by an authorized agent of the Greene County Purchasing Department.

The County reserves the right, in the best interest of Greene County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

Sincerely,

Laura Merriman  
Purchasing Director  
Greene County, Missouri

## **BID SPECIFICATIONS**

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding. Bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

The proposer shall clearly state any and all exceptions to the minimum requirements, and the County shall consider such exceptions when evaluating proposals for award. Failure to list such deviations shall denote that respondent has taken no exception and shall furnish equipment which is fully in compliance with the specifications contained herein.

### **Project Specifications:**

011000 – Summary  
012100 – Allowances  
012300 – Alternates  
012500 – Substitution Procedures  
013300 – Submittal Procedures  
015000 – Temporary Facilities and Controls  
016000 – Product Requirements  
017700 – Closeout Procedures  
017823 – Operation and Maintenance Data  
024199 – Selective Demolition  
061053 – Miscellaneous Rough Carpentry  
062023 – Interior Finish Carpentry  
064216 – Flush Wood Paneling  
079200 – Joint Sealants  
079219 – Acoustical Joint Sealants  
095113 – Acoustical Panel Ceilings  
096513 – Resilient Base and Accessories  
096813 – Tile Carpeting  
098433 – Sound-Absorbing Wall Units  
099123 – Interior Painting  
099300 – Staining and Transparent Finishing

### **Reference Drawings:**

08 C3.3 Dimensioned Floor Plan  
12 C4.3 Floor Plan with Finish Tags  
62 E1.3 3<sup>rd</sup> Floor Lighting Plan  
Courtroom 3172\_Court Reporter's built-in desk



## **SCOPE OF SERVICES**

1. Remove/ Demolish existing materials to be replaced and dispose. If a courtroom has speakers that are both large and small in diameter, the larger diameter speakers are to be removed and disposed.
2. The Courts/County will remove and reinstall any artwork or signage and loose furniture. The County will also remove the (12) - jury chairs per courtroom attached to the floor, but the general contractor will need to reinstall them after the carpet tiles have been installed.
3. Provide new carpet tiles (all but Rooms 3135 & 3136), rubber cove base (all but Rooms 3135 & 3136), paint walls and HM door frames, acoustic wall panels, ceiling grid system and tiles, and light fixtures in the 6 courtrooms (Rooms 3103, 3119, 3121, 3135, 3138, 3172).
4. **Acoustic wall panels in the courtrooms are to be replaced with same quantity, sizes, & configuration.**
5. Provide new carpet tiles, rubber cove base, paint walls and HM door frames, ceiling tiles only, and light fixtures in the Courtroom Conference Rooms (3104, 3120, 3123, 3136, 3140, and 3174) and Courtroom Vestibules (3105, 3106, 3118, 3122, 3137, 3139, and 3173).
6. Provide new carpet tiles, rubber cove base, paint walls and HM door frames, ceiling tiles only, and light fixtures in the Public Corridor (Rooms 3107 and 3134), Attorney/Client Rooms (3111, 3112, 3129, 3130, 3146, 3149, 3167, and 3168), and Witness Rooms (3108, 3110, 3132, 3133, 3147, 3148, 3170, and 3171).
7. "Courtroom Wells" are the portion of the courtroom where the Judge's bench, attorney tables, and jury box are located. "Courtroom Galleries" are the portion of the courtroom for public seating (pew benches). The delineation between the 2 areas is the half wall with opening (or gate) that traverses the courtroom. The 24x48 ceiling tiles in the "Courtroom Wells" are to run longitudinal in the east-west direction.
8. Apply acoustical caulk at the base of the drywall perimeter in courtrooms where carpet tiles are being replaced (all but Room 3135).
9. Remove wood built-in in front of judge's bench and stain to match exposed areas in Courtrooms 3103, 3119, and 3121. Add vertical trim boards to judge's bench at vacated built-in location and stain to match.
10. An allowance for sanding and staining of worn sections of wood will be included for each courtroom
11. Add wood built-in in Courtroom 3172 for Court Reporter's desk.
12. The light switches at the back of the courtrooms are to be changed to dimmer switches. **The back of the courtroom is in the Courtroom Wells near the Judge's Bench.**
13. The light fixtures shall be replaced in the current locations with the following basis of design:
  - a) Existing "A", "B", "E", "W": Williams WILL LT-24-L64/835-AF-DIM-UNV
  - b) Existing "C": Williams WILL LT-14-L63/835-AF-DIM-UNV
  - c) Existing "EM-1": Sure-Lites APEL
  - d) Existing "EX-1": Sure-Lites APX7R
  - e) Existing "F": Williams WILL 4DS-L30/835-DIM-UNV-RW-OF-CS-PD-N-F1
  - f) Existing "S", any "A" or "B" fixtures in courtrooms near doors or the Judge's Bench and in Vestibules: Williams WILL-LT-24-L64/835-AF-EM/10W-DIM-UNV

Approved equivalents allowed from Acuity Lighting Products, Cooper Lighting Products, Hubbell Lighting Products, and Phillips.

Starting in November, one of the courtrooms will be made available for a 2 to 3-week period, depending on the scope of work to be done. We will then plan to have the next courtroom available upon completion of the previous one. It is unlikely that there will ever be more than one courtroom available to work in at one time. Once a general contractor is awarded the project, we will need to know the schedule durations so that arrangements can be made for judges to be shifted to alternative courtroom locations. Although it is expected that there will be a continual flow of work in the courtroom under construction and every effort will be made by the general contractor to meet the construction schedule to which they set forth and agree, there are no liquidated damages for not meeting that schedule. The public corridor work will need to be performed after hours.

## **SPECIAL PROVISIONS**

General Contractor to provide Builder's Risk insurance.

Pursuant Division 012100 ("Allowances"), section 3.3 in the attached document, the following allowances need to be accounted for in the bid price.

1. **Allowance No. 1:** Include an allowance of \$3,000.00 for each courtroom included in the base bid and Alternate No. 2 for staining of existing woodwork.
2. **Allowance No. 2 – Owner Contingency:** Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions.

Pursuant Division 012300 ("Alternates"), section 3.1, in the attached document, the following two allowances need to be accounted for in the bid price.

3. **Alternate No. 1:** Provide a lump sum price for the items listed for item #3 under "Scope of Services" for Courtrooms 3100, 3151, and 3157, as well as item #5 for Conference Rooms (3153 and 3159) and Vestibules (3152 and 3158).



## ***State of Missouri***

### ***Office of Administration Office of Equal Opportunity***

*Sarah H. Steelman  
Commissioner*

*Carmela Thornton  
Director*

*This is to certify A-1 Electric Service, Inc. qualifies as a Woman-Owned Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.*

A handwritten signature in blue ink that reads "Carmela Thornton".

*Carmela Thornton, Director, Office of Equal Opportunity*

*Certification Number: 3876    Date of Issue: 3/6/2019    Date of Expiration: 3/6/2022*

*Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at  
<https://apps1.mo.gov/MWBCertifiedFirms/>*

N/A

**DIVERSE VENDOR IDENTIFICATION**

Business Name: Rio  
Registered through the Missouri Secretary of State's Office: Yes ☐ No ☐  
If not registered through the Missouri SOS, which state, if any: \_\_\_\_\_  
Date Registered (if applicable): \_\_\_\_\_  
Majority Business Owner(s) Name(s): \_\_\_\_\_

NO MBE/DBE  
BIDS  
WEEK  
Received  
TWD  
8/24/21

DUNS Number (if known): 62 434 7261 Rio (all listed will sign below)  
NAICS Code: 236220 Rio

WBS  
for  
\$48,600-  
BASS

The majority business owner(s) are (check all that apply):

☒ Woman Owned  
☐ Minority Owned  
☐ Veteran Owned Do you have a service related disability? Yes ☐ (rating % ☐) No ☐

\$12,950-  
\$171

In checking the above box(es), I certify the following regarding the owner (woman, minority, veteran):

1. The owner unconditionally owns at least 51% of the business.
2. The owner has day-to-day management and leadership responsibilities for the business.
3. The owner works in the business full time as needed for the business.
4. The owner ultimately makes long-term strategic decisions for the business.
5. The owner holds any required licenses and has the ability and skills to manage a business of similar complexity.

If the business is certified by a governing body, please check the box below and answer the following information regarding the expiration date:

☒ WBE (Woman) Certified through the State of Mo. Expiration Date 3-6-22  
☐ MBE (Minority) Certified through the State of \_\_\_\_\_ Expiration Date \_\_\_\_\_  
☐ Service Disabled Veteran Certified through \_\_\_\_\_ Expiration Date \_\_\_\_\_  
☐ DBE (Disadvantaged) through which body? \_\_\_\_\_ Expiration Date \_\_\_\_\_

If not certified through one of the above certifying agencies, I plan ☐ do not plan ☐ on applying for this certification. If I plan on applying, I would estimate to begin this certification process no later than this date: \_\_\_\_\_

I certify by my signature below that the above statements are true. If I am found to have made any false statements, I realize that my business may not be eligible to business with Greene County Missouri into the future.

Business Owner (Print) \_\_\_\_\_

com'g By Request 8-24-2021  
Date

see  
A Handbook

Business Owner (Sign) \_\_\_\_\_

Business Owner (Print) \_\_\_\_\_

Date \_\_\_\_\_

Business Owner (Sign) \_\_\_\_\_

Business Owner (Print) \_\_\_\_\_

Date \_\_\_\_\_

Business Owner (Sign) \_\_\_\_\_

## FINANCIAL TERMS

Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor agrees to provide supporting documentation to invoicing as requested by the County.

## PRICING FORM

Pursuant to and in accordance with the above stated Request for Bid, the undersigned hereby declares that they have examined the RFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to Greene County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

## ADDENDA:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addenda:

Addendum No. 1 through 2

## IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the bid for thirty (30) days from receipt of bids.

To accept and accomplish the Work in accordance with the Contract Documents, including Specifications, Drawing and Addenda.

To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish the required Bonds.

To provide a Bid Bond (or Cashier's Check) in the amount of 5 percent (5%) of this bid as stated on AIA Document A310.

To delete all sales tax from materials to be purchased and consumed for this project as specified in the Missouri Project Exemption Certificate.

To commence procurement of the Work immediately after receipt of the Notice to Proceed (NTP) and to be completed with construction within

220 calendar days of NTP for base bid. If Alternate #1 selected, it will take 60 additional calendar days.

To furnish a statement of Bidders Qualifications along with this Bid Form. Do not provide a financial statement.

To complete this Bid Form in its entirety, accepting that failure to do so may result in the rejection of this bid.

To provide a contingency allowance of \$20,000.00. The contingency not used will be credited to the Owner.

To construct the Work of the base bid for the lump sum of

Three Hundred Seventy Thousand Nine Hundred Sixty Five (\$ 370,965)

To construct the Work of Alternate #1 for the lump sum of

Ninety Six Thousand One Hundred Fifty Two (\$ 96,152)

Bidder's Name:

Rio Contracting LLC.

Tommy L. Wood Pres

### CONTRACTOR REFERENCE INFORMATION

Bidder shall submit as a part of the bid proposal package a minimum of four (4) business references with the name of the business, address, contact person, and telephone number.

DELTA Roofing  
Name: Jim or Jimmy SPEARS  
Address: P.O. Box 16706, Spfld. Mo. 65808  
Tel No.: 417-831-5634  
Fax No: 417-831-5436  
Email: jimmy@deltaroofing.net  
Contact: Jimmy Spears

OZARKS TECH. College  
Name: Blayne Radford  
Address: 1601 E. Chestnut Hwy. Spfld. Mo. 65802  
Tel No.: 417-631-7218  
Fax No \_\_\_\_\_  
Email: radfordb@etc.edu  
Contact: Blayne Radford

Assemblies of God WORLD H.Q.  
Name: Rob Barnett  
Address: 1441 N. Boswell Ave. Spfld. Mo. 65802  
Tel No.: 417-773-7946  
Fax No \_\_\_\_\_  
Email: RBarnett@ag.org  
Contact: Rob Barnett / Assemblies of God

Tillman Properties  
Name: James Tillman  
Address: 715 West Tampa St. Spfld Mo 65802  
Tel No.: 417-848-7756  
Fax No \_\_\_\_\_  
Email: james@jtillmanllc.com  
Contact: James Tillman / owner

### BID SUBMISSION CHECKLIST

For this bid submission, you are required to include:

- ✓ Completed & signed bid document ✓
- ✓ Bid bond (if applicable) ✓
- ✓ Attachment I (E-Verify Affidavit) ✓
- ✓ Attachment II (OSHA training) ✓
- ✓ Attachment III (E-Verify MOU Signature Page) ✓
- ✓ Attachment IV (Anti-Discrimination Against Israel Act) ✓

If awarded the contract, you will also be required to submit:

- ✓ Payment & performance bond (if applicable)
- ✓ Insurance certificate
- ✓ W-9 Tax Form

Out-of-state contractors (transient employers) must also submit:

- ✓ Notice of Registration (from MO Dept of Revenue)



## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of 08/19/2021, by and between the County of Greene, ("County"), and the Contractor identified on page one of this document, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

### PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in the Scope of Services, included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services (starting with procurement) shall commence on or about 08/24/2021 ("Commencement Date") and shall continue through the completion of the project-approximately 260 calendar days from commencement date.
- D. **Party Representatives:**
  - D.1. The County designates the following person to act on County's behalf: Rob Rigdon
  - D.2. The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on page one of this document.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

### PART II - GENERAL PROVISIONS

#### 1. SECTION ONE: SERVICES OF CONTRACTOR

- 1.1. **Scope of Services:** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown in the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services:** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance:** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County:** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

- 1.5. **Instructions from County:** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work:** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment:** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation:** Contractor shall be compensated in accordance with the terms of the budget. Included in the budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

## 2. SECTION TWO: INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per occurrence and \$3,000,000.00 in aggregate, covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and

shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability:** (covering errors and omissions): Not applicable
- 2.7. **Other Insurance:** Such other policies of insurance as may be required in the Special Provisions.
- 2.8. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$441,130.00 per claimant and \$2,940,868.00 per occurrence for 2021) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

### 3. SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: the Clean Water, Clean Air, and Copeland (Anti-kickback) and Missouri Domestic Product Procurement Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri. In accordance with RSMO 34.350-34.359, also known as the Missouri Domestic Product Procurement Act (MDPPA), the Contractor agrees to furnish all goods and materials from United States proprietors. The MDPPA applies when any purchase exceeds \$25,000 of manufactured goods or commodities that are used in a public works project.
- 3.2. **Licenses, Permits, Fees and Assessments:** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance:** With regard to work under this Agreement, the Contractor agrees as follows::
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, *et seq.*). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
- b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed,

sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual.
  - d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
  - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
    - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
    - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
  - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.
- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit:** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo, from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:
- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
  - b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
  - c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo, effective January 1, 2009 and Section 292.675 RSMo, effective August 28, 2009, attached hereto.

- 3.5. **Section 34.600: This section shall be known as the "Anti-Discrimination Against Israel Act":** Pursuant to RSMo. §34.600, (Greene County Missouri) is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. **This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees.** Completion of an affidavit form provided by Greene County, Missouri which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a precedent required as a condition of award. See Attachment IV.

- 3.6. **Independent Contractor:** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall not, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.7. **Use of Patented Materials:** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.8. **Proprietary Information:** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.9. **Retention of Funds:** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.10. **Termination by County:** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the budget.
- 3.11. **Right to Stop Work; Termination by Contractor:** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.12. **Waiver:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.13. **Legal Actions:** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.



- 3.14. **Rights and Remedies are Cumulative:** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.15. **Attorneys' Fees:** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.16. **Force Majeure:** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.17. **Non-liability of County Employees:** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.18. **Conflicts of Interest:** No official, employee, agent, representative or volunteer of the County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State, or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect Contractor shall not acquire or otherwise obtain any interest direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this agreement.

#### 4. SECTION FOUR: MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports:** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices:** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

**To County:**  
Greene County  
Purchasing Department  
1443 N. Robberson  
Springfield, Missouri 65802

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability:** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority:** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions:** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in this Agreement.

**THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.**


IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**COUNTY OF GREENE**

By: \_\_\_\_\_  
Purchasing Director or Project Manager  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Greene County Administrator  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Presiding Commissioner  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Commissioner District 1  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Commissioner District 2  
Date: \_\_\_\_\_

ATTEST BY: \_\_\_\_\_  
Greene County Clerk  
Date: \_\_\_\_\_

**CONTRACTOR**

By:   
Title: President / MGR  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**AUDITOR CERTIFICATION**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

\_\_\_\_\_  
Greene County Auditor  
Date: \_\_\_\_\_

## **CONTRACTUAL REQUIREMENTS**

1. A purchase order or contract issued to the successful bidder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the Agreement.
2. Items and/or services are to be furnished as described in the proposal and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the Bid Document or the Contractor's response, the Bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in his/her proposal. All related costs associated with completion of the project specified shall be considered by both Contractor and County to be included within this quoted price. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.
5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by Contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the County harmless there from.
7. In addition to any insurance required hereunder, Contractor shall agree to reimburse the County for any damage done to County property which occurs during performance of the contract.
8. No modifications of any provision of the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by Contractor and County and incorporated in a written amendment to the contract.
9. It is the responsibility of the Contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.
10. Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number assigned by Greene County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
11. Additions, Deletions, Changes: No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized change order has been issued.

### Notice and Instructions to Bidders/Vendors

Affidavit of Compliance with Section 285.500 RSMo – required for all contracts over \$5,000.00

Affidavit of Compliance with Section 292.675 RSMo – required for public works (construction) contracts

Greene County, Missouri, in order to comply with sections 285.525 through 285.550 and 292.675 RSMo, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the contractor shall submit the following documents:

Effective January 1, 2009 and pursuant to the State of Missouri's RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g. Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

**Required Affidavit for contracts over \$5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

Greene County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/how-do-i-verify-employment-eligibility-e-verify>

**Required Affidavit for any Public Works Project Contract – Effective 8-28-09.** Company shall comply with the provisions of Section 292.675 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

3. Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMo 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

ATTACHMENT I



**Affidavit of Compliance with Section 285.500 RSMo, Et Seq.  
For all Agreements in excess of \$5,000.00.  
Effective January 1, 2009**

STATE OF Missouri )  
COUNTY OF GREENE ) ss.

Before me, the undersigned Notary Public, in and for the County of GREENE, State of Missouri, personally appeared Tommy L. Wood (Name) who is PRESIDENT / mgr. (Title) of Rio Contracting LLC (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

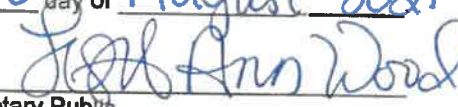
- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

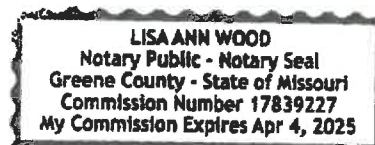
Documentation of participation in a federal work authorization program is attached to this affidavit.

  
Signature

Name: Tommy L. Wood

Subscribed and sworn to before me this 20 day of August 2021  
  
Notary Public

My commission expires: 4.4.25





ATTACHMENT II



**Affidavit of Compliance with Section 292.675 RSMo, Et Seq.  
For any Public Works Project Contract  
Effective August 28, 2009**

STATE OF Missouri )  
COUNTY OF Greene ) ss.  
 )

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Tommy L. Wood (Name) who is PRESIDENT / Mgr. (Title) of Rio Contracting LLC (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 RSMo, et seq.

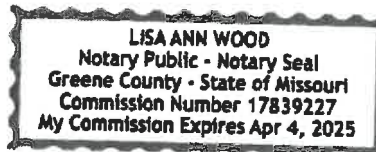
Signature

Name: Tommy L. Wood

Subscribed and sworn to before me this 20 day of August, 2009

Notary Public

My commission expires: 4.4.25



**ATTACHMENT III**  
**Your E-Verify Electronic Signature Page is required with your bid submission**  
**(See example below)**

**Company ID Number: XXXXXX**

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

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

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 Operations at 888-464-4218.

**Employer, Your Company Name**

**John Doe**

Name (Please type or print)

Title

***Electronically Signed***

**01/01/2009**

Signature

Date

**Verification**

**Department of Homeland Security –Division**

**USCIS Verification Division**

Name (Please type or print)

Title

***Electronically Signed***

**01/01/2009**

Signature

Date

Company ID Number: 201514

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Rio Contracting, LLC
Company Facility Address	1637 E Olive Springfield, MO 65802
Company Alternate Address	PO Box 10705 GS Springfield, MO 65808
County or Parish	Greene
Employer Identification Number	20-1691059
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	10-19
Number of Sites Verified for	1

# E-Verify



Company ID Number: 201514

Approved by:

<b>E-Verify Employer Agent Employer</b>	
Rio Contracting, LLC	
<b>Name (Please Type or Print)</b>	<b>Title</b>
Tom Wood	President
<b>Signature</b>	<b>Date</b>
Electronically Signed	01/07/2020
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b>	<b>Title</b>
USCIS Verification Division	
<b>Signature</b>	<b>Date</b>
Electronically Signed	01/07/2020

ATTACHMENT IV

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ. FOR CONTRACTS  
OVER \$100,000.00

STATE OF Missouri )  
COUNTY OF GREENE ) ss.

Before me, the undersigned Notary Public, in and for the County of GREENE, State of Missouri, personally appeared Tommy L. Wood (Name) who is PRESIDENT / Mgr. (Title) of Riz Contracting LLC (Name of Company)

(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter referred to as "Company" and after being duly sworn did depose and say:

- 1) that pursuant to RSMo. §34.600. Company is not currently engaged in, and shall not, for the duration of the contract with Greene County Missouri engage in a "boycott of the State of Israel" (as defined in RSMo. §34.600) in regards to:
  - a. Good or services from the State of Israel;
  - b. Companies doing business in, or with, the State of Israel
  - c. Companies authorized by, licensed by, or organized under the laws of the State of Israel;
  - or,
  - d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section §34.600.3 RSMo.

Signature

Name

Subscribed and sworn to before me this 20 day of August 2021

Notary Public

My commission expires: 4-4-25

LISA ANN WOOD  
Notary Public - Notary Seal  
Greene County - State of Missouri  
Commission Number 17839227  
My Commission Expires Apr 4, 2025



## **TERMS AND CONDITIONS OF BIDS**

### **PREPARATION OF BIDS**

- A. Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the RFP. Failure to do so will be at bidder's risk. In case of an error in extension, the unit price (s) will govern.
- B. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for informational purposes only, and are not intended to limit competition. The Bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The Bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid forms.
- C. All supplies and equipment offered in a bid must be new and of current production unless the RFP clearly specifies that used or re-conditioned supplies or equipment may be offered.
- D. Firm prices shall be bid and include all packing, handling, and shipping charges.
- E. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days from bid opening and for the specified contract period.
- F. Greene County, Missouri does not pay federal excise and sales tax on direct purchases of tangible personal property, Exemption number 12531847.

### **SUBMISSION OF BIDS**

- G. A bid submitted by a bidder must (1) be manually signed by the Bidder on the Greene County RFP form, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the Purchasing Department and officially clocked in no later than the exact time and date specified in the solicitation.
- H. The sealed envelope or container containing a bid should clearly marked on the outside of the container with (1) the official RFP number, and (2) the official closing date and time.

### **MODIFICATION OR WITHDRAWAL OF BIDS**

- I. A bid may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the Bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered.
- J. After official closing date and time, no bid may be modified or withdrawn.

### **NO BIDS AND FUTURE SOLICITATIONS**

- K. If no bid is to be submitted, the bid should be marked "NO BID" and returned in order to maintain the bidders name in file for future solicitations. If a bidder fails to respond to a reasonable number of bids without returning a "NO BID", the Purchasing Department reserves the right to delete the Bidder from the vendor file for future solicitations.

#### **BID OPENING**

- L. Bid openings are public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered by the proper time to the office of the Purchasing Department. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, or facsimile will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

#### **AWARDS**

- M. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, when all other factors are equal.
- N. Cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- O. As the best interest of Greene County may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof, with one or more suppliers; to reject any and all bids, or waive any minor irregularity or technicality in bids received.
- P. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFP, and (2) is the lowest and best bid, considering price, responsibility of the Bidder and all other relevant factors. All awards will be made by written notification from an authorized agent of the Greene County Purchasing Department.
- Q. Each bid received with the understanding that the acceptance in writing by Greene County of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the Bidder and Greene County and shall bind the Bidder to furnish and deliver at the price in accordance with the conditions of said accepted bid and detailed specifications.

#### **CLARIFICATION OF REQUIREMENTS**

- R. It is the intent and purpose of Greene County, Missouri that this request permits competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Director not later than four (4) days prior to the closing date. A review will be made of any such notifications.

#### **TERMS OF PURCHASE**

- S. Binding Contract: A document in the form of a written purchase order or "Notice of Contract Award", signed by the Seller and countersigned by an authorized employee of the Purchasing Department of Greene County (also referred to as the "County" or "County's") shall constitute a binding contract, and the language of the contract shall govern in the event of a conflict with Seller's submitted bid or proposal.

The written contract or purchase order shall express the complete agreement of the parties, and performance shall be governed solely by the terms and conditions contained therein. Changes, additions or modifications thereto must be in writing and signed by an authorized employee of the Purchasing Department of Greene County.

- T. Quantities: The County shall assume no obligation for goods and/ or services provided in excess of the quantity ordered. Unauthorized quantities are subject to the County's rejection and shall be returned at the Seller's expense.

- U. Delivery: If delivery of goods and/ or services rendered are not made within the time initially agreed upon, in writing or by verbal agreement with the written agreement taking precedent over the verbal agreement, by the two parties, the County reserves the right to cancel or to purchase goods and/or services elsewhere. Seller may be liable for re-procurement cost.
- V. Shipment: Deliveries shall be F.O.B. destination unless otherwise specified by the County.
- W. Invoices: An original and remittance copy of the invoice shall be submitted to the Purchasing Department and shall show the Greene County purchase order number and contain full descriptive information of goods and/or services furnished. Each invoice must be itemized in accordance with items listed on the contract. Failure to comply with these requirements will delay processing of invoices for payment. Payment for all goods and services shall be made in arrears, according to the payment terms on the contract. The County will not make any advance deposits.
- X. Inspection and Acceptance: No goods and/ or services received by the County pursuant to the contract shall be deemed accepted until the County has had reasonable opportunity to inspect said goods and/ or services. All goods and/ or services which are discovered to be defective or which do not conform to the warranty of the Seller upon inspection or at any later time, which were not reasonably ascertainable upon the initial inspection, may be returned and/ or be credited for. Should the authorized employee of the Purchasing Department of Greene County agree, they may also be replaced with goods and/ or services of equivalent value, purpose, and functionality. Such right-to-return offer to the County arising from the County's receipt of defective goods or services shall not exclude any other legal, equitable or contractual remedies the County may have therefore.
- Y. Warranty: Seller expressly warrants that all articles, materials, work, and services covered by the contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the County, and that they will be fit and sufficient for the purpose intended, merchantable, of acceptable material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods and/ or services, or by payment for them.
- Z. Patents: Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent, and Seller covenants that he will, at his or her own expense, defend every suit which may be brought against the County, or those using the County's product for any alleged infringement of any patent by reason of the sale or use of such articles, and Seller agrees that he will pay all costs, damages, and profits recoverable in such suit.
- AA. Bankruptcy or Insolvency: In the event of any proceedings by or against either party, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, the County may cancel the contract or affirm the contract and hold Seller responsible in damages.
- AB. Compliance with Applicable Laws: The Seller warrants It has complied with all applicable laws, rules and ordinances of The United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items and services covered by the contract, including, but not limited to all provisions of the most recent version of the State of Missouri's Prevailing Wage Law (should that be a part of the contract's scope, specifications, or terms therein).
- AC. Interpretation of Contract and Assignments: The contract shall be construed according to the laws of the State of Missouri. The contract or any rights, obligations, or duties hereunder may not be assigned by the Seller without the County's written consent, and any attempted assignment without such consent shall be void.
- AD. Termination of Contract: The County reserves the right to terminate any contract at any time if the provisions of the contract are violated by the Seller or any of his or her subcontractors, in the sole judgement and discretion of the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the authorized employee of the Purchasing Department of Greene County may deem appropriate, supplies or services of equivalent value, condition, function, and purpose to those so terminated, and the Seller will be liable for additional costs occasioned thereby.
- AE. Non-Discrimination in Employment: In connection with the furnishing of supplies or performance of work under the contract, Seller agrees to comply with the Fair Labor Standards Act, Fair Employment

Practices, Equal Opportunity Employment Act; and all other applicable federal, state, local laws, and ordinances; and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

- AF. Performance Bonds: If required as condition for contract award, the amount of a performance bond will be described in the bid package at the time of issuance. The performance bond must be issued for amount specified by a surety company, or secured with a cashier's check, certified check, cash, bank draft, or irrevocable letter of credit. No annual bid or performance bonds will be accepted unless otherwise indicated in the bid package.
- AG. Tax Exempt: Greene County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions (Mo. Tax I.D. #12531847), and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.
- AH. Uniform Commercial Code: The purchase agreement shall be governed by the Missouri Uniform Commercial Code as adopted and in force on the date of the Agreement, and both parties shall have all remedies afforded to each of them by the Missouri U.C.C. except as specifically modified within the Agreement.
- AI. Trial by Jury: THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.
- AJ. Missouri Domestic Products Procurement Act (34.353 RSMo)  
Buy American
- a) Any manufactured goods or commodities used or supplied in the performance of any county contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
  - b) Each contract for the purchase of lease of manufactured goods or commodities by the county and each contract made by the county for construction, alteration, repair, or maintenance of any public work shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
  - c) When bids offer quality, price, conformity with specifications, terms of delivery and other conditions imposed in the specifications that are equal, the county shall select the bid that uses manufactured goods or commodities that are manufactured or produced in the United States.
  - d) Nothing in this section is intended to contravene any existing treaty, law, agreement or regulation of the United States. All contracts under this section shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding exporting-import restrictions and international trade.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Rio Contracting, LLC.  
P.O. Box 10705  
Springfield, MO. 65808

### SURETY:

(Name, legal status and principal place of business)

Mid-Continent Casualty Company  
1437 S. Boulder, Ste. 200  
Tulsa, OK. 74119 (918) 587-7221

### Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Greene County Commission  
1443 N. Robberson Ave., Ste. 1000  
Springfield, MO. 65802

**BOND AMOUNT:** Five Percent (5%) of Amount Bid \*\*\*

### PROJECT:

(Name, location or address, and Project number, if any)

Greene Co. Judicial Courts – 3rd Floor Finishes Refresh  
Springfield, Missouri

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

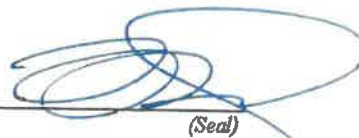
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

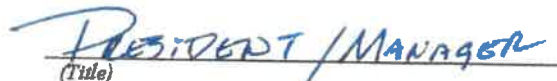
Signed and sealed this 24th day of August, 2021

  
(Witness)

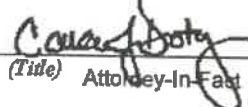
  
(Witness)

Rio Contracting, LLC.  
(Principal)

  
(Seal)

  
(Title)

Mid-Continent Casualty Company  
(Surety)

  
(Title) Attorney-In-Fact

Surety Bond No.:

Principal:

Obligee:

## MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof.

Callae J. Doty, of Springfield, MO

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its officers and its corporate seal hereunto affixed this 08 day of December, 2016



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata  
TODD BAZATA

VICE PRESIDENT

On this 08 day of December, 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS



Commission # 11008253

My Commission expires: 09-08-19

Julie Callahan  
JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

### CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 24th day of August, 2021



Sharon Hackl  
SHARON HACKL

Secretary



**MID-CONTINENT GROUP**

Mid-Continent Casualty | Oklahoma Surety

## **Surety Bond Seal Addendum**

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### **Mid-Continent Casualty Company**

During the COVID-19 pandemic, the use of traditional raised corporate seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Mid-Continent Casualty Company ("Mid-Continent") has authorized its Attorneys-in-Fact to affix Mid-Continent's corporate seal to any bond or related instruments executed on behalf of Mid-Continent by any such Attorney-in-Fact by attaching this Addendum to said bond or related instrument.

To the extent this Addendum is attached to a bond or related instrument that is executed on behalf of Mid-Continent by its Attorney-in-Fact, Mid-Continent agrees that the seal below shall be deemed affixed to said bond or related instrument to the same extent as if its raised corporate seal were physically affixed to the face of the bond or related instrument.

Dated this 1<sup>st</sup> day of April, 2020



By: *Todd Bazata*

Todd Bazata  
Vice President



# **MEMORANDUM OF UNDERSTANDING**

**Between**

**Greene County, Missouri Commission**

**And**

**31<sup>st</sup> Judicial Circuit Court, State of Missouri**

This Memorandum of Understanding (MOU) sets the terms, conditions and understanding between the Greene County, Missouri Commission and the 31<sup>st</sup> Judicial Circuit Court of the State of Missouri regarding reimbursement of construction services to refresh finishes in six (6) of the 3<sup>rd</sup> floor courtrooms at 1010 N. Boonville Ave., Springfield, Missouri.

## **Background and Purpose**

The courtrooms and adjacent facilities in the Greene County Judicial Courts Facility have in large part not been remodeled or updated, with the exception of some wear items i.e carpet, since the building was first occupied circa 1996. The judges of the 31<sup>st</sup> Judicial Circuit Court have a desire to update, remodel and refresh the courtrooms for the benefit of the public that use the facility. The Court has available certain monies held in a fund authorized by §488.426 RSMo. The fund may be expended by the judges of the circuit court en banc for any lawful purpose set forth in §488.429 RSMo., including courtroom renovation and technology enhancement. The Court has advised the Greene County Commission of its request that certain courtrooms undergo remodeling and with the expectation the Court will reimburse the County for the cost of the remodeling.

The Court requested the County solicit construction bids through Greene County Purchasing and Resource Management to refresh the finishes of six (6) courtrooms, as well as associated entry vestibules and internal conference rooms, on the 3<sup>rd</sup> floor of the Judicial Courts Facility at 1010 N. Boonville Avenue. Resource Management created the bid documents that included specifications and existing drawings with an itemized scope that includes replacement of carpet tiles, rubber cove base, acoustic wall panels, painting of walls and hollow metal door frames, ceiling grid and tiles, and LED light fixtures. Bids were solicited through the Purchasing Department and received on August 24, 2021. The bids were evaluated and the Agreement for Construction Services with the lowest responsive contractor is being proposed to the County Commission to sign in a briefing on September 2, 2021.

These aforementioned courtrooms and space of the scope in the paragraph above are known as Area "A". There was also a similar scope for the public corridor that

included the attorney/client rooms and witness rooms and these were known as Area "B". If the Greene County Commission decides to proceed with Area "B" either at this time or in the next budget year, this scope will not be reimbursed by the 31<sup>st</sup> Judicial Circuit Court. In addition, there was a Bid Alternate No. 1 for three (3) additional courtrooms (Divisions 21 and 25 and Treatment Court) on the 3<sup>rd</sup> floor. The court has decided not proceed with this work at this time as it is possible that there may be future changes within the building that may affect those 3 courtrooms.

### **Responsibilities and Funding**

Greene County will enter into an Agreement for Construction Services with the general contractor, Rio Contracting LLC, for Area "A" in the amount of \$303,102.52 and make monthly progress payments to them upon approved pay applications. The County will supervise the construction with counsel from the court as needed. The County will then seek reimbursement from the 31<sup>st</sup> Judicial Circuit Court for those costs expended for construction of Area "A". The Court will make periodic payment to the County, in reimbursement for the cost expended for this construction within the approved construction amount.

### **Modifiability and Duration**

This MOU may be modified by mutual agreement of authorized officials from the Greene County, Missouri Commission and 31<sup>st</sup> Judicial Circuit Court, State of Missouri. This MOU shall become effective upon signature by the authorized officials from the Greene County, Missouri Commission and 31<sup>st</sup> Judicial Circuit Court, State of Missouri and will remain in effect until modified or terminated by any one of the partners but only upon mutual agreement.

31<sup>st</sup> Judicial Circuit Court  
1010 N. Boonville Avenue  
Springfield, MO 65802  
(417) 868-4899  
c/o [Kylie.Young@courts.mo.gov](mailto:Kylie.Young@courts.mo.gov)

Greene County Commission  
940 No. Boonville Avenue  
Springfield, MO 65802  
(417) 868-4112  
[ccoulter@greencountymo.gov](mailto:ccoulter@greencountymo.gov)



Michael J. Cordonnier, 31<sup>st</sup> Judicial Circuit Court, Presiding Judge

09/01/2021

Date

Bob Dixon, Greene County Commission, Presiding Commissioner

Date

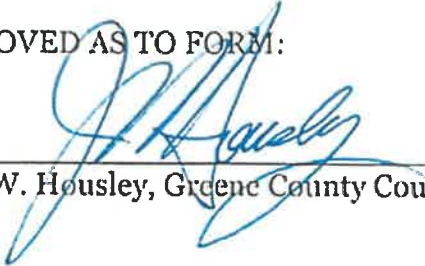
Rusty MacLachlan, Greene County Commission, Dist. 1

Date

John Russell, Greene County Commission, Dist. 2

Date

APPROVED AS TO FORM:



John W. Housley, Greene County Counselor

9-1-21

Date

ATTEST BY:

Shane Schoeller, Greene County Clerk

Date

#### AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy Stein, Greene County Auditor

Date



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

RFB: 21-10880

TITLE: Greene Co. Judicial Courts - 3<sup>rd</sup> Floor Finishes Refresh

ISSUE DATE: 07/27/2021

CONTRACT NO: 21-1424

CONTACT: Laura Merriman

PHONE: (417)868-4014

E-MAIL: LMerriman@greencountymo.gov

RETURN BID NO LATER THAN: 08/24/2021 at 2:30 P.M. (Central Daylight Savings Time) Bids will be opened and read aloud at this time. Late bids will be disqualified.

RETURN BID TO: GREENE COUNTY OPERATIONS CENTER  
1210 NORTH BOONVILLE AVENUE (1<sup>st</sup> Floor - Mallroom)  
SPRINGFIELD, MISSOURI 65802

SUBMITTAL INSTRUCTIONS: Print the RFB Number and Due Date on the outside of the package and return this entire document (pages 1-28) with your bid submission. Sealed bids must be received at the Purchasing Department by the return date and time. No bid transmitted by fax machine or e-mail will be accepted.

BID OPENING: Bids will be read publicly via teleconference. All Bidders or their representatives are invited to participate in person (if allowed at that time pending COVID restrictions) or call in. To participate, dial (417) 799-1555 from an off campus or cell phone. From a County phone please dial 1555. The meeting number is #4003 and the access code is #453751.

CONTRACT TERM: Estimated work will commence on site on or about 11/01/2021 and will continue through the completion of the project. The Contract date is estimated to be 08/24/2021 and is estimated to last 260 calendar days from the contract date.

PRE-BID MEETING: A mandatory pre-bid meeting will be held on 08/08/2021 at 1:30 P.M. in the Greene County Judicial Courts Building (1st Floor Jury Assembly Room) at 1010 No. Boonville Ave. Failure to attend this meeting gives cause to have bids declared non-responsive.

DELIVER GOODS/SERVICES FOB (Free on Board)  
DESTINATION TO THE FOLLOWING ADDRESS:

Greene Co. Judicial Courts Building  
1010 North Boonville Ave.  
Springfield, MO 65802

*The Bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The Bidder further agrees that the language of this RFB shall govern in the event of a conflict with his/her bid. The Bidder further agrees that upon receipt of an authorized purchase order from the Greene County Purchasing Department or when an Agreement for Contract Services is certified by the Greene County Auditor, a binding contract shall exist between the Bidder and the County of Greene, State of Missouri.*

SIGNATURE REQUIRED

Rio Contracting LLC  
Business Name

1637 E. Olive ST.  
Street Address

Springfield, Mo. 65802  
City, State, Zip Code

417-886-0909  
Phone Number

20-1691059  
Federal Tax ID Number

[Signature]  
Authorized Signature

Tommy L. Wood  
Printed Name

PRESIDENT / MANAGER  
Title

8-20-2021  
Date

tom@riocontractors.com  
E-Mail Address

Greene County Bid #: 21-10880  
Greene County Contract #: 21-1424



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

RFB: 21-10880  
TITLE: Greene Co. Judicial Courts -- 3<sup>rd</sup> Floor Finishes Refresh  
ISSUE DATE: 07/27/2021  
CONTRACT NO: 21-1424  
CONTACT: Laura Merriman  
PHONE: (417)868-4014  
E-MAIL: LMerriman@greencountymo.gov

RETURN BID NO LATER THAN: 08/24/2021 at 2:30 P.M. (Central Daylight Savings Time) Bids will be opened and read aloud at this time. Late bids will be disqualified.

RETURN BID TO: GREENE COUNTY OPERATIONS CENTER  
1210 NORTH BOONVILLE AVENUE (1<sup>st</sup> Floor - Mailroom)  
SPRINGFIELD, MISSOURI 65802

SUBMITTAL INSTRUCTIONS: Print the RFB Number and Due Date on the outside of the package and return this entire document (pages 1-26) with your bid submission. Sealed bids must be received at the Purchasing Department by the return date and time. No bid transmitted by fax machine or e-mail will be accepted.

BID OPENING: Bids will be read publicly via teleconference. All Bidders or their representatives are invited to participate in person (if allowed at that time pending COVID restrictions) or call in. To participate, dial (417) 799-1555 from an off campus or cell phone. From a County phone please dial 1555. The meeting number is #4003 and the access code is #453751.

CONTRACT TERM: Estimated work will commence on site on or about 11/01/2021 and will continue through the completion of the project. The Contract date is estimated to be 08/24/2021 and is estimated to last 260 calendar days from the contract date.

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DELIVER GOODS/SERVICES FOB (Free on Board)  
DESTINATION TO THE FOLLOWING ADDRESS: Greene Co. Judicial Courts Building  
1010 North Boonville Ave.  
Springfield, MO 65802

*The Bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The Bidder further agrees that the language of this RFB shall govern in the event of a conflict with his/her bid. The Bidder further agrees that upon receipt of an authorized purchase order from the Greene County Purchasing Department or when an Agreement for Contract Services is certified by the Greene County Auditor, a binding contract shall exist between the Bidder and the County of Greene, State of Missouri.*

SIGNATURE REQUIRED

Rio Contracting LLC  
Business Name

1637 E. Olive ST.  
Street Address

Springfield, Mo. 65802  
City, State, Zip Code

417-886-0909  
Phone Number

20-1691059  
Federal Tax ID Number

  
Authorized Signature

Tommy L. Wood  
Printed Name

PRESIDENT / MANAGER  
Title

8-20-2021  
Date

tom@riocontractors.com  
E-Mail Address

## **RFB ORGANIZATION**

This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- Introduction and General Information
- Bid Specifications
- Scope of Services
- Special Provisions
- Diverse Vendor Identification
- Financial Terms
- Pricing Form
- Contractor References
- Bid Submission Checklist
- Agreement for Contract Services
- Contractual Requirements
- Attachments I, II, III, and IV
- Terms and Conditions of Bids

## **INTRODUCTION AND GENERAL INFORMATION**

**Purpose:** This document constitutes a request for sealed bids from prospective bidders for the purchase of services and goods to refresh the finishes (paint, carpet tile, rubber cove base, acoustic wall panels, paint, ceiling tiles) and replace light fixtures on the 3<sup>rd</sup> floor of Judicial Courts building at 1010 N. Boonville Ave. Springfield, Missouri 65802.

**Award of Contract:** Owner reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the Owner, and to reject all other bids. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated. The successful bidder, as Contractor, will be required to execute the contract agreement included in these documents.

**Proposal Guarantee and Bonds:** Submit a bid security, with the bid form, payable to the Owner, in the amount of 5% of the bid sum. Submit a bid security in the form of certified check, cashier's check, or bid bond issued by a Surety licensed to conduct business in the state in which the project is being constructed.

The Owner reserves the right to retain the security of the next two (2) lowest Bidders until the execution of the Agreement or until thirty (30) days after Bid opening date, whichever is shorter. Other bid securities will be returned. Bids without the above referenced Bid Security will not be considered. If any Bidder refuses to enter into Agreement, the Bid Security will be retained as liquidated damages, but not as a penalty.

**Payment and Performance Bonds:** When applicable (i.e. when the sum of the bid for the public works project exceeds \$50,000), the cost of Payment and Performance Bonds in the amount of 110% of the bid value are to be included in the bid. If, within ten (10) days after the notice of acceptance of his/her bid, the Bidder refuses to enter into a contract or fails to furnish Payment and Performance Bonds, as described in these instructions to bidders, for the faithful performance of the contract and payment of obligations arising thereunder, the amount of the bid security shall be forfeited to the owner as liquidated damages, not as a penalty. The successful Bidder's security will be retained until the Agreement has been signed and the Payment and Performance bonds been furnished.

**RATES OF WAGES:** When applicable (i.e. when the sum of the bid for the public works project exceeds \$75,000, and the other terms of Prevailing Wage legislation are met), the contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the Prevailing Wage Law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current Prevailing Wage order #28 is to be used.** The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. Copies can be obtained by contacting the Greene County Purchasing Department.

The contractor will forfeit a penalty to Greene County of one hundred dollars a day (or portion of the day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (section 290.250).

**Payroll Records (Not applicable if the sum of the bid for the public works project does NOT exceed \$75,000):** You should be providing payroll records from your workers and each subcontractor periodically and upon completion of the project, you must provide your Affidavit of Compliance with the Prevailing Wage Law, along with the Affidavits of Compliance with the Prevailing Wage Law from each subcontractor, prior to final payment.



We suggest each draw request should be accompanied by yours and each subcontractor's payroll records.

**Tobacco-Free Campus:** Effective January 1, 2008 Tobacco use will be strictly prohibited within the entire campus of Greene County and all Greene County vehicles. This includes the prohibition of smoking in privately-owned vehicles parked on County property. This policy applies to all employees, contractors and visitors.

**Notarized Affidavits:** Refer to Attachment I, Notice and Instructions to Bidders/Vendors regarding Sections 285.525 through 285.550 RSMo, effective January 1, 2009, Attachment II Section 292.675 RSMo, effective August 28, 2009, and Attachment IV RSMo 34.600 attached.

**Out-of-State Contractors:** Per RSMo Sections 285.230–285.234, Greene County requires out-of-state contractors (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2643T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a "financial assurance instrument," such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state of federal institution. In addition, the Contractor must provide a Missouri Certificate of Authority number issued by the Secretary of State's Office and certify to the Department of Revenue that it has sufficient workers' compensation insurance.

If hiring a Missouri resident, the contractor also must provide a Missouri Employment Security Account number issued by the Missouri Department of Labor & Industrial Relations. Once all registration requirements are met, the Department of Revenue will issue a Notice of Registration to the Contractor.

**Greene County may require a copy of the Notice of Registration prior to executing a contract with an out-of-state contractor.** If you have questions about Missouri's transient employer law, please contact the Missouri Department of Revenue at (573)751-3958.

**Business Compliance:** The bidder must comply with the laws regarding conducting business in the State of Missouri. The bidders certify by signing the signature page of this original document and any amendment signature page(s) that the Bidder and any proposed subcontractors either are presently in compliance with such laws, or shall comply with such laws prior to any resulting contract award. The Bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g. city/County/state/federal)
- State and local certifications (e.g. professions/occupations/activities)
- License and permits (e.g. city/County license, sales permits)
- Insurance (e.g. worker's compensation/unemployment compensation)

**Project Administration:** Submit all questions about the Contract Documents to the Greene County Purchasing Department, in writing. Replies which modify the Documents will be issued to the Bidders of record as Addenda to the Drawings and Specifications, and will form a part of the Contract. The Owner will not be responsible for oral clarifications. Questions must be received by the Greene County Purchasing Department no later than four (4) working days prior to the Bid opening date. No Addenda will be issued less than two (2) days prior to the Bid opening date.

**Submitting A Bid:** Bids must be priced, properly endorsed by a person authorized to legally bind the Bidder, and returned with all necessary attachments to the Purchasing Department prior to the closing date and time which appears on the front page of the RFP.

The bid number and title must appear on the face of the sealed container. The County shall not be responsible for bids which are lost or misdirected due to improper labeling of container.

**Bid Opening:** Information contained in proposals will not be released prior to the opening, and then only to those who appear at the public bid opening at The Greene County Operations Center, 1210 No. Boonville Ave., Springfield, Missouri. Attendance to the public bid opening is not mandatory.

Pricing information will be read aloud to those attending the public opening. Upon award of contract, bid tabulations will not be provided by telephone, but may be examined by appointment during normal business hours.

**Bidder Contact:** Unauthorized contact with County personnel other than the contact listed for this project while the bid and evaluation are in progress will result in immediate disqualification of the proposal.

**Clarification of Requirements:** Bidders shall carefully examine the Bid document. Questions concerning discrepancies or ambiguities in specifications, instructions, and/or requirements of this document which become apparent to the Bidder upon examination of the document must be submitted to the Purchasing Department.

Failure of Bidder to request clarification of terms, conditions, specifications and requirements herein will not waive the responsibility of the respondent to provide goods and/or services in accordance with the intent of this document. Signing this document shall be considered to denote thorough comprehension of the intent of the document.

It is the responsibility of each supplier to check the County website for bid postings. The County is not responsible and accepts no liability in the event a supplier is not sent a bid document. The County is not responsible for and accepts no liability in the event a response is late due to network, internet, or any other technical problem or interruption.

**Amendments to A Bid:** No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the Bid.

**Awards of Bid:** Award shall be made to the lowest and most responsive and responsible bidder who conforms to the solicitation, and whose bid is considered to be the most advantageous to the County, price and other factors considered.

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. Any award resulting from this bid will be made by written notification from the purchasing department in the form of an authorized purchase order signed by an authorized agent of the Greene County Purchasing Department.

The County reserves the right, in the best interest of Greene County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

Sincerely,

Laura Merriman  
Purchasing Director  
Greene County, Missouri

## **BID SPECIFICATIONS**

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding. Bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

The proposer shall clearly state any and all exceptions to the minimum requirements, and the County shall consider such exceptions when evaluating proposals for award. Failure to list such deviations shall denote that respondent has taken no exception and shall furnish equipment which is fully in compliance with the specifications contained herein.

### **Project Specifications:**

011000 – Summary  
012100 – Allowances  
012300 – Alternates  
012500 – Substitution Procedures  
013300 – Submittal Procedures  
015000 – Temporary Facilities and Controls  
016000 – Product Requirements  
017700 – Closeout Procedures  
017823 – Operation and Maintenance Data  
024199 – Selective Demolition  
061053 – Miscellaneous Rough Carpentry  
062023 – Interior Finish Carpentry  
064216 – Flush Wood Paneling  
079200 – Joint Sealants  
079219 – Acoustical Joint Sealants  
095113 – Acoustical Panel Ceilings  
096513 – Resilient Base and Accessories  
096813 – Tile Carpeting  
098433 – Sound-Absorbing Wall Units  
099123 – Interior Painting  
099300 – Staining and Transparent Finishing

### **Reference Drawings:**

08 C3.3 Dimensioned Floor Plan  
12 C4.3 Floor Plan with Finish Tags  
62 E1.3 3<sup>rd</sup> Floor Lighting Plan  
Courtroom 3172\_Court Reporter's built-in desk

### **SCOPE OF SERVICES**

1. Remove/ Demolish existing materials to be replaced and dispose. If a courtroom has speakers that are both large and small in diameter, the larger diameter speakers are to be removed and disposed.
2. The Courts/County will remove and reinstall any artwork or signage and loose furniture. The County will also remove the (12) - jury chairs per courtroom attached to the floor, but the general contractor will need to reinstall them after the carpet tiles have been installed.
3. Provide new carpet tiles (all but Rooms 3135 & 3136), rubber cove base (all but Rooms 3135 & 3136), paint walls and HM door frames, acoustic wall panels, ceiling grid system and tiles, and light fixtures in the 6 courtrooms (Rooms 3103, 3119, 3121, 3135, 3138, 3172).
4. **Acoustic wall panels in the courtrooms are to be replaced with same quantity, sizes, & configuration.**
5. Provide new carpet tiles, rubber cove base, paint walls and HM door frames, ceiling tiles only, and light fixtures in the Courtroom Conference Rooms (3104, 3120, 3123, 3136, 3140, and 3174) and Courtroom Vestibules (3105, 3106, 3118, 3122, 3137, 3139, and 3173).
6. Provide new carpet tiles, rubber cove base, paint walls and HM door frames, ceiling tiles only, and light fixtures in the Public Corridor (Rooms 3107 and 3134), Attorney/Client Rooms (3111, 3112, 3129, 3130, 3146, 3149, 3167, and 3168), and Witness Rooms (3108, 3110, 3132, 3133, 3147, 3148, 3170, and 3171).
7. "Courtroom Wells" are the portion of the courtroom where the Judge's bench, attorney tables, and jury box are located. "Courtroom Galleries" are the portion of the courtroom for public seating (pew benches). The delineation between the 2 areas is the half wall with opening (or gate) that traverses the courtroom. The 24x48 ceiling tiles in the "Courtroom Wells" are to run longitudinal in the east-west direction.
8. Apply acoustical caulk at the base of the drywall perimeter in courtrooms where carpet tiles are being replaced (all but Room 3135).
9. Remove wood built-in in front of judge's bench and stain to match exposed areas in Courtrooms 3103, 3119, and 3121. Add vertical trim boards to judge's bench at vacated built-in location and stain to match.
10. An allowance for sanding and staining of worn sections of wood will be included for each courtroom
11. Add wood built-in in Courtroom 3172 for Court Reporter's desk.
12. The light switches at the back of the courtrooms are to be changed to dimmer switches. **The back of the courtroom is in the Courtroom Wells near the Judge's Bench.**
13. The light fixtures shall be replaced in the current locations with the following basis of design:
  - a) Existing "A", "B", "E", "W": Williams WILL LT-24-L64/835-AF-DIM-UNV
  - b) Existing "C": Williams WILL LT-14-L63/835-AF-DIM-UNV
  - c) Existing "EM-1": Sure-Lites APEL
  - d) Existing "EX-1": Sure-Lites APX7R
  - e) Existing "F": Williams WILL 4DS-L30/835-DIM-UNV-RW-OF-CS-PD-N-F1
  - f) Existing "S", any "A" or "B" fixtures in courtrooms near doors or the Judge's Bench and in Vestibules: Williams WILL-LT-24-L64/835-AF-EM/10W-DIM-UNV

Approved equivalents allowed from Acuity Lighting Products, Cooper Lighting Products, Hubbell Lighting Products, and Phillips.

Starting in November, one of the courtrooms will be made available for a 2 to 3-week period, depending on the scope of work to be done. We will then plan to have the next courtroom available upon completion of the previous one. It is unlikely that there will ever be more than one courtroom available to work in at one time. Once a general contractor is awarded the project, we will need to know the schedule durations so that arrangements can be made for judges to be shifted to alternative courtroom locations. Although it is expected that there will be a continual flow of work in the courtroom under construction and every effort will be made by the general contractor to meet the construction schedule to which they set forth and agree, there are no liquidated damages for not meeting that schedule. The public corridor work will need to be performed after hours.

### **SPECIAL PROVISIONS**

General Contractor to provide Builder's Risk insurance.

Pursuant Division 012100 ("Allowances"), section 3.3 in the attached document, the following allowances need to be accounted for in the bid price.

1. **Allowance No. 1:** Include an allowance of \$3,000.00 for each courtroom included in the base bid and Alternate No. 2 for staining of existing woodwork.
2. **Allowance No. 2 -- Owner Contingency:** Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions.

Pursuant Division 012300 ("Alternates"), section 3.1, in the attached document, the following two allowances need to be accounted for in the bid price.

3. **Alternate No. 1:** Provide a lump sum price for the items listed for item #3 under "Scope of Services" for Courtrooms 3100, 3151, and 3157, as well as item #5 for Conference Rooms (3153 and 3159) and Vestibules (3152 and 3158).



***State of Missouri***  
***Office of Administration***  
***Office of Equal Opportunity***

*Sarah H. Steelman*  
Commissioner

*Carmela Thornton*  
Director

*This is to certify A-1 Electric Service, Inc. qualifies as a Woman-Owned Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.*

A handwritten signature in blue ink that reads "Carmela Thornton".

---

*Carmela Thornton, Director, Office of Equal Opportunity*

*Certification Number: 3876    Date of Issue: 3/6/2019    Date of Expiration: 3/6/2022*

*Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at <https://apps1.mo.gov/MWBCertifiedFirms/>*

N/A

**DIVERSE VENDOR IDENTIFICATION**

Business Name: Rio  
Registered through the Missouri Secretary of State's Office: Yes \_\_\_\_\_ No \_\_\_\_\_  
If not registered through the Missouri SOS, which state, if any: \_\_\_\_\_  
Date Registered (if applicable): \_\_\_\_\_  
Majority Business Owner(s) Name(s): \_\_\_\_\_

*No MBE/DBE*  
*BDs*  
*WBE*  
*Racism*  
*TW*  
*8/24/21*

\_\_\_\_\_ (all listed will sign below)  
DUNS Number (if known): 62 434 7261 Rio  
NAICS Code: 236220 Rio

*WBE*  
*for*  
*\$48,600-*  
*8000*

The majority business owner(s) are (check all that apply):

- ☒ Woman Owned  
☐ Minority Owned  
☐ Veteran Owned Do you have a service related disability? Yes \_\_\_ (rating % \_\_\_) No \_\_\_

*\$12,950-*  
*567#1*

In checking the above box(es), I certify the following regarding the owner (woman, minority, veteran):

1. The owner unconditionally owns at least 51% of the business.
2. The owner has day-to-day management and leadership responsibilities for the business.
3. The owner works in the business full time as needed for the business.
4. The owner ultimately makes long-term strategic decisions for the business.
5. The owner holds any required licenses and has the ability and skills to manage a business of similar complexity.

If the business is certified by a governing body, please check the box below and answer the following information regarding the expiration date:

☒ WBE (Woman) Certified through the State of Mo. Expiration Date 3-6-22  
☐ MBE (Minority) Certified through the State of \_\_\_\_\_ Expiration Date \_\_\_\_\_  
☐ Service Disabled Veteran Certified through \_\_\_\_\_ Expiration Date \_\_\_\_\_  
☐ DBE (Disadvantaged) through which body? \_\_\_\_\_ Expiration Date \_\_\_\_\_

If not certified through one of the above certifying agencies, I plan \_\_\_\_\_ do not plan \_\_\_\_\_ on applying for this certification. If I plan on applying, I would estimate to begin this certification process no later than this date: \_\_\_\_\_

I certify by my signature below that the above statements are true. If I am found to have made any false statements, I realize that my business may not be eligible to business with Greene County Missouri into the future.

Business Owner (Print) \_\_\_\_\_

*com'g By Request*  
*8-24-2021*  
Date \_\_\_\_\_

*see*  
*A. Hachinski*

Business Owner (Sign) \_\_\_\_\_

Business Owner (Print) \_\_\_\_\_

\_\_\_\_\_ Date

Business Owner (Sign) \_\_\_\_\_

Business Owner (Print) \_\_\_\_\_

\_\_\_\_\_ Date

Business Owner (Sign) \_\_\_\_\_



## FINANCIAL TERMS

Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor agrees to provide supporting documentation to invoicing as requested by the County.

## PRICING FORM

Pursuant to and in accordance with the above stated Request for Bid, the undersigned hereby declares that they have examined the RFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to Greene County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

## ADDENDA:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addenda:

Addendum No. 1 through 2

## IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the bid for thirty (30) days from receipt of bids.

To accept and accomplish the Work in accordance with the Contract Documents, including Specifications, Drawing and Addenda.

To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish the required Bonds.

To provide a Bid Bond (or Cashier's Check) in the amount of 5 percent (5%) of this bid as stated on AIA Document A310.

To delete all sales tax from materials to be purchased and consumed for this project as specified in the Missouri Project Exemption Certificate.

To commence procurement of the Work immediately after receipt of the Notice to Proceed (NTP) and to be completed with construction within

220 calendar days of NTP for base bid. If Alternate #1 selected, it will take 60 additional calendar days.

To furnish a statement of Bidders Qualifications along with this Bid Form. Do not provide a financial statement.

To complete this Bid Form in its entirety, accepting that failure to do so may result in the rejection of this bid.

To provide a contingency allowance of \$20,000.00. The contingency not used will be credited to the Owner.


To construct the Work of the base bid for the lump sum of

Three Hundred Seventy Thousand Nine Hundred Sixty Five (\$)370,965  
Sixty Five

To construct the Work of Alternate #1 for the lump sum of

Ninety Six Thousand One Hundred Fifty Two (\$)96,152  
Four

Bidder's Name:

Rio Contracting LLC.  
Tommy L. Wood Pres  


### CONTRACTOR REFERENCE INFORMATION

Bidder shall submit as a part of the bid proposal package a minimum of four (4) business references with the name of the business, address, contact person, and telephone number.

DELTA Roofing  
Name: Jim or Jimmy SPEARS  
Address: P.O. Box 6706, Springfield, MO 65808  
Tel No.: 417-831-5634  
Fax No: 417-831-5436  
Email: jimmy@deltaroofing.net  
Contact: Jimmy Spears

OZARKS TECH. College  
Name: Blayne Radford  
Address: 1601 E. Chestnut Hwy. Springfield, MO 65802  
Tel No.: 417-631-7218  
Fax No: \_\_\_\_\_  
Email: radfordb@etc.edu  
Contact: Blayne Radford

Assemblies of God World H.Q.  
Name: Rob Borwert  
Address: 1441 N. Bascomville Ave. Springfield, MO 65802  
Tel No.: 417-773-7946  
Fax No: \_\_\_\_\_  
Email: RBorwert@ag.org  
Contact: Rob Borwert / Assemblies of God

Tillman Properties  
Name: James Tillman  
Address: 715 West Tampa St. Springfield, MO 65802  
Tel No.: 417-848-7756  
Fax No: \_\_\_\_\_  
Email: james@jtillmanllc.com  
Contact: James Tillman / owner

### BID SUBMISSION CHECKLIST

For this bid submission, you are required to include:

- ✓ Completed & signed bid document ✓
- ✓ Bid bond (if applicable) ✓
- ✓ Attachment I (E-Verify Affidavit) ✓
- ✓ Attachment II (OSHA training) ✓
- ✓ Attachment III (E-Verify MOU Signature Page) ✓
- ✓ Attachment IV (Anti-Discrimination Against Israel Act) ✓

If awarded the contract, you will also be required to submit:

- ✓ Payment & performance bond (if applicable)
- ✓ Insurance certificate
- ✓ W-9 Tax Form

Out-of-state contractors (transient employers) must also submit:

- ✓ Notice of Registration (from MO Dept of Revenue)

## AGREEMENT FOR CONTRACT SERVICES

**THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of 08/19/2021, by and between the County of Greene, ("County"), and the Contractor identified on page one of this document, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)**

### PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in the Scope of Services, included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services (starting with procurement) shall commence on or about 08/24/2021 ("Commencement Date") and shall continue through the completion of the project-approximately 260 calendar days from commencement date.
- D. **Party Representatives:**
  - D.1. The County designates the following person to act on County's behalf: Rob Rigdon
  - D.2. The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on page one of this document.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

### PART II - GENERAL PROVISIONS

#### 1. SECTION ONE: SERVICES OF CONTRACTOR

- 1.1. **Scope of Services:** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown in the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services:** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance:** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County:** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

- 1.5. **Instructions from County:** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work:** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment:** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation:** Contractor shall be compensated in accordance with the terms of the budget. Included in the budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

## 2. SECTION TWO: [INSURANCE AND INDEMNIFICATION]

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per occurrence and \$3,000,000.00 in aggregate, covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and

shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability:** (covering errors and omissions): Not applicable
- 2.7. **Other Insurance:** Such other policies of insurance as may be required in the Special Provisions.
- 2.8. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$441,130.00 per claimant and \$2,940,868.00 per occurrence for 2021) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

### 3. SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: the Clean Water, Clean Air, and Copeland (Anti-kickback) and Missouri Domestic Product Procurement Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri. In accordance with RSMO 34.350-34.359, also known as the Missouri Domestic Product Procurement Act (MDPPA), the Contractor agrees to furnish all goods and materials from United States proprietors. The MDPPA applies when any purchase exceeds \$25,000 of manufactured goods or commodities that are used in a public works project.
- 3.2. **Licenses, Permits, Fees and Assessments:** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance:** With regard to work under this Agreement, the Contractor agrees as follows::
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
- b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed,

sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- c. **Solicitations for Subcontracts Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual.
- d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
  - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

**3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit:** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo, from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo, effective January 1, 2009 and Section 292.675 RSMo, effective August 28, 2009, attached hereto.

**3.5. Section 34.600: This section shall be known as the "Anti-Discrimination Against Israel Act":** Pursuant to RSMo. §34.600, (Greene County Missouri) is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. **This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees.** Completion of an affidavit form provided by Greene County, Missouri which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a precedent required as a condition of award. See Attachment IV.



- 3.6. **Independent Contractor:** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall not, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.7. **Use of Patented Materials:** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.8. **Proprietary Information:** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.9. **Retention of Funds:** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.10. **Termination by County:** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the budget.
- 3.11. **Right to Stop Work; Termination by Contractor:** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.12. **Waiver:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.13. **Legal Actions:** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.

- 3.14. **Rights and Remedies are Cumulative:** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.15. **Attorneys' Fees:** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.16. **Force Majeure:** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.17. **Non-liability of County Employees:** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.18. **Conflicts of Interest:** No official, employee, agent, representative or volunteer of the County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State, or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect Contractor shall not acquire or otherwise obtain any interest direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this agreement.

#### 4. SECTION FOUR: MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports:** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices:** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

**To County:** Greene County  
Purchasing Department  
1443 N. Robberson  
Springfield, Missouri 65802

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability:** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority:** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions:** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in this Agreement.

**THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**COUNTY OF GREENE**

By: \_\_\_\_\_  
Purchasing Director or Project Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Greene County Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Presiding Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner District 1

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Commissioner District 2

Date: \_\_\_\_\_

ATTEST BY: \_\_\_\_\_  
Greene County Clerk

Date: \_\_\_\_\_

**CONTRACTOR**

By: 

Title: President / MGR

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AUDITOR CERTIFICATION**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

\_\_\_\_\_  
Greene County Auditor

Date: \_\_\_\_\_

## **CONTRACTUAL REQUIREMENTS**

1. A purchase order or contract issued to the successful bidder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the Agreement.
2. Items and/or services are to be furnished as described in the proposal and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the Bid Document or the Contractor's response, the Bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in his/her proposal. All related costs associated with completion of the project specified shall be considered by both Contractor and County to be included within this quoted price. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.
5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by Contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the County harmless there from.
7. In addition to any insurance required hereunder, Contractor shall agree to reimburse the County for any damage done to County property which occurs during performance of the contract.
8. No modifications of any provision of the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by Contractor and County and incorporated in a written amendment to the contract.
9. It is the responsibility of the Contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.
10. Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number assigned by Greene County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
11. Additions, Deletions, Changes: No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized change order has been issued.

### Notice and Instructions to Bidders/Vendors

Affidavit of Compliance with Section 285.500 RSMo – required for all contracts over \$5,000.00

Affidavit of Compliance with Section 292.675 RSMo – required for public works (construction) contracts

Greene County, Missouri, in order to comply with sections 285.525 through 285.550 and 292.675 RSMo, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the contractor shall submit the following documents:

Effective January 1, 2009 and pursuant to the State of Missouri's RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g. Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

**Required Affidavit for contracts over \$5,000.00 (US) – Effective 1-1-2009** Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

Greene County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify>

**Required Affidavit for any Public Works Project Contract – Effective 8-28-09** Company shall comply with the provisions of Section 292.675 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

3. Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMo 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

ATTACHMENT I



**Affidavit of Compliance with Section 285.500 RSMo, Et Seq.  
For all Agreements in excess of \$5,000.00.  
Effective January 1, 2009**

STATE OF Missouri )  
COUNTY OF GREENE ) ss.

Before me, the undersigned Notary Public, in and for the County of GREENE, State of Missouri, personally appeared Tommy L. Wood (Name) who is PRESIDENT / mgr. (Title) of Die Casteching, LLC (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

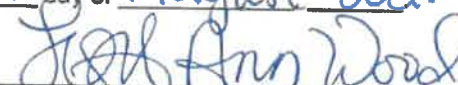
- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

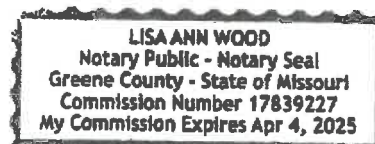
Documentation of participation in a federal work authorization program is attached to this affidavit.

  
Signature

Name: Tommy L. Wood

Subscribed and sworn to before me this 20 day of August 2021  
  
Notary Public

My commission expires: 4.4.25





ATTACHMENT II



**Affidavit of Compliance with Section 292.675 RSMo, Et Seq.  
For any Public Works Project Contract  
Effective August 28, 2009**

STATE OF Missouri )  
COUNTY OF Greene ) ss.  
)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Tommy L. Wood (Name) who is PRESIDENT / Mgr. (Title) of Rio Contracting Co. (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 RSMo, et seq.

Signature

Name: Tommy L. Wood

Subscribed and sworn to before me this 20 day of August, 2009

Notary Public

My commission expires: 4.4.25

