

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd 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, April 21, 2022
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor



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.gotomeet.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: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Rick Artman, Jenny Hayward and Fred Lizama.

Teleconference Attendees: Mike Cagle, Tina Phillips, Kevin Barnes, Phil Corcoran, Jeff Scott, Cindy Stein, Crystal Richards, Andrea Stewart, Jeff Bassham and Rob Rigdon.

Informational Items

Resource Management-Kevin Barnes

- Campus project updates.
- Jail project update.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Date of Increased Property Insurance Coverage, Budget

Commissioner John Russell moved to approve budget officer Jeff Scott to bind coverages on the jail project. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

PLEASE CHECK & RETURN

PC	<input type="checkbox"/>
CC	<input type="checkbox"/>
CC	<input type="checkbox"/>

Discussion and Possible Vote: Sole Source for Sheriff Software, Purchasing

Commissioner Rusty MacLachlan moved to approve the sole source agreement for software.
Commissioner John Russell seconded the motion and it passed. . Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Lease Agreement; Cox Medical Center & Greene County to Combine Leases for Floors 6, 7, 8 & 10 into 1 Agreement, Purchasing

Commissioner John Russell moved to approve the lease agreement with changes to article XV section 15.1E as it relates to suite 1000. Commissioner Rusty MacLachlan seconded the motion and it passed.
Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Contract Award for Debris Management and Monitoring Services, Purchasing

Commissioner Rusty MacLachlan moved to approve the award for debris management and monitoring services with Tetra Tech. Commissioner John Russell seconded the motion and it passed. . Yes: Dixon, MacLachlan and Russell.

Other:

Rick Artman-Highway Administrator

- Highlighted road issue out in Ash Grove.

With no other business the meeting was adjourned.

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Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



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Informational Items
Resource Management

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Date of Increased Property Insurance Coverage, Budget

Discussion and Possible Vote: Sole Source for Sheriff Software, Purchasing

Discussion and Possible Vote: Lease Agreement; Cox Medical Center & Greene County to Combine Leases for Floors 6, 7, 8 & 10 into 1 Agreement, Purchasing

Discussion and Possible Vote: Contract Award for Debris Management and Monitoring Services, Purchasing

Other:

Revised on 4/19/2022 @ 9:30 AM

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802

Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802

www.greencountymo.gov

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 1st day of May, 2022 ("Effective Date"), by and between **LESTER E. COX MEDICAL CENTERS**, a Missouri not-for-profit corporation doing business as CoxHealth ("CoxHealth" or "Landlord") and **GREENE COUNTY, MISSOURI** ("Tenant").

In consideration of their mutual agreements set forth below, the parties agree as follows:

ARTICLE I: PREMISES

1.1 Space Leased.

(a) Landlord leases to Tenant the premises commonly known as "**Suite 700**" with a total square footage of **7,618 square feet**, located on the seventh floor of The Medical Tower building located at 1443 N. Robberson Ave., Springfield, MO 65802 ("the Building") and further outlined on the floor plan attached as Exhibit A to this Lease and incorporated herein by reference.

(b) Landlord leases to Tenant the premises commonly known as "**Suite 800**" with a total square footage of **7,709 square feet**, located on the eighth floor of the Building and further outlined on the floor plan attached as Exhibit B to this Lease and incorporated herein by reference.

(c) Landlord leases to Tenant the premises commonly known as "**Suite 600**" with a total square footage of **7,777 square feet** (housing the Office of the Greene County Prosecuting Attorney: Springfield Regional Prosecutors' Child Support Office) located on the sixth floor of the Building and further outlined on the floor plan attached as Exhibit C to this Lease and incorporated herein by reference.

(d) Landlord leases to Tenant the premises commonly known as "**Suite 1000**" ("the Premises") with a total square footage of **7,706 square feet**, located on the tenth floor of the Building and further outlined on the floor plan attached as Exhibit D to this Lease and incorporated herein by reference.

(e) "Premises" as used herein shall constitute Tenant's space and "Building" as used herein shall constitute the Premises and the remainder of the complex located at 1443 N. Robberson Ave.

ARTICLE II: TERM and RENEWAL

2.1 Term. The term of this Lease is from the Effective Date to July 4, 2023 (the "Original Term").

2.2 Renewal. Following the Original Term of this Lease and provided Tenant is not in default hereunder, the parties shall have the option to renew this Lease for **three (3) additional one (1) year terms** after the expiration of the Original Term of this Lease (the "Renewal Term(s)"). In order to exercise its option to renew as stated herein, Tenant must give Landlord at least sixty (60) days written notice of Tenant's election to exercise its option to renew prior to the expiration of the Original Term or the expiration of any Renewal Term (whichever is applicable). Tenant's failure to exercise the first (1st) Renewal Term as provided for herein, shall terminate Tenant's right to exercise any remaining Renewal Term. The provisions of this Lease will govern the relationship between the parties during each Renewal Term, except that the Base Rental will be adjusted as provided below in Section 3.3. (The Original Term and the Renewal Terms shall sometimes be referred to herein collectively as the "Term").

ARTICLE III: RENT AND PAYMENTS

3.1 Base Rental. Subject to Section 3.3 below, Tenant agrees to pay Landlord an annual base rental (the "Base Rental") for the Premises of **\$13.94** per square foot (which translates to a **monthly payment of \$35,790.95** and a **yearly obligation of \$429,491.40**), payable in advance on or before the first (1st) day of each month during the Term. Tenant's obligation to pay all rent due and payable during the term of this Lease shall survive the expiration or earlier termination of this Lease. The Base Rental expressly includes any and all obligations on the part of Tenant to pay for common area maintenance ("CAM") of the Building and there shall be no additional CAM or other rental charges. The Base Rental shall be paid to Landlord, without deduction or offset, by negotiable instrument at Landlord's office located at:

CoxHealth
Accounting Department
1423 N. Jefferson Ave
Springfield, MO 65802

or at such other place as Landlord may from time to time designate in writing.

3.2 Utilities and Housekeeping Included in Base Rental. Included in the Base Rental payment are housekeeping in the Premises and the following utilities: water, gas, electric, basic waste disposal, and sewer.

3.3 Annual Base Rental Adjustment. It is agreed by the parties hereto that the Base Rental provided for in Section 3.1 **shall be increased in March of 2023, and each March thereafter for the Term of this Lease** ("Base Rental Adjustment") using the Consumer Price Index - All Items for Urban Consumer, (1982-1984=100) for all cities, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"). The Base Rental Adjustment shall equal the current Base Rental increased by the percentage of annual increase in

the CPI for the month of **December** immediately prior to the current year, and the month of **December** of the current year. In no event shall the Base Rental Adjustment result in a reduction of the Base Rental or an increase of more than three percent (3%) of the Base Rental for the prior year. Landlord shall calculate the Base Rental Adjustment in **February** of each year and the adjusted Base Rental shall be due and payable in the same manner as set forth in this Lease in **March** of each year. Landlord shall provide prompt written notice of the Base Rental Adjustment to Tenant, but failure to do so does not release Tenant from any payment obligation hereunder or other duty under this Lease.

In the event the CPI is no longer issued, the parties shall use comparable statistics on the cost of living for Kansas City, Missouri, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority then to be selected by the parties, or, if the parties cannot agree upon a selection, by arbitration.

3.4 Shredding. Tenant shall pay Landlord the amount of \$20.00 per month for shredding services for each of the four individual spaces that make up the Premises for a total of \$80.00 per month. This additional amount shall be added to the Base Rental each month.

ARTICLE IV: USE and ACCEPTANCE OF PREMISES

4.1 Use. The Premises shall be used by Tenant solely for the purpose of operating a business/governmental office, and all lawful activities related thereto, and for no other purpose. The Premises shall not be used for any illegal, immoral, or unlawful purpose.

4.2 Access. Tenant shall have access to the Premises twenty-four hours per day, seven days per week (24/7). The Building shall be unlocked for Tenant from 6:00 am until 7:00 pm Monday through Friday. At all other times, Tenant will be able enter via proximity card or, in the event such system is inoperable, to contact Landlord's security personnel and be timely granted entry. Tenant shall have the ability to travel between the 6th, 7th and 8th floors by both stairwell and elevator and to restrict and grant access to those floors by both stair and elevator through the use of a proximity card, or similar security device, issued to Tenant's employees and staff. At the discretion of Tenant, the 6th floor, Suite 600, (governed by a separate lease between Landlord and Tenant) may serve as the public entry point and reception area for Suite 600 and the Premises herein (Suites 700 and 800) so long as the lease for Suite 600 between Landlord and Tenant is in effect.

4.3 Use of Common Areas. Tenant and its subtenants, concessionaires and licensees and their respective officers, employees, agents, customers and invitees, shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant

such rights, but subject to the rules and regulations referred to herein, to use the Common Areas. Landlord reserves the right, at any time and from time to time, to close temporarily all or any portions of the Common Areas for any of the following purposes when in Landlord's reasonable judgment any such closing is necessary or desirable: to make repairs or changes therein or to effect construction, repairs or changes within the Building, to prevent the acquisition of public rights in such areas, to discourage non-customer parking or to protect or preserve persons or property and Landlord may do such other acts in and to the Common Areas as in its judgment may be desirable. No changes by Landlord will inhibit access to or visibility of the Premises or a decrease of Tenant's parking ratio in the Building.

4.4 Landlord/Tenant Checklist. Representatives of Landlord and Tenant shall meet prior to Tenant's occupation of the Premises to complete the Checklist. The purpose of the Checklist is to assess the condition of the Premises and any fixtures or personal property located therein; note any obvious repairs needed; determine what items of personal property and/or fixtures such as refrigerators, washers and dryers, shelving units, etc. are located in the Premises; ensure the prior tenant, if any, has removed all items belonging to them; explain and detail to Tenant the obligations relating to any equipment and other items in the Premises; and to clarify the proper use of services such as utilities, telephones, etc. to Tenant. Both parties shall sign the Checklist and a copy will be provided to Tenant. The checklist shall also be completed upon termination of this Lease.

ARTICLE V: SERVICES

5.1 Services. Landlord shall furnish to the Premises during Tenant's regular business hours, subject to outages beyond Landlord's control and the provisions of this Lease, air conditioning and heat, self-operated elevator service, and water for lavatory, drinking and laboratory purposes. The amount and/or degree of heat or air conditioning to be furnished shall be the amount determined to be appropriate in the reasonable discretion of Landlord. Tenant shall comply with all the rules and regulations which Landlord may reasonably establish for the proper functioning and protection of the air conditioning, heating, elevator, electrical, and plumbing systems.

5.2 Cleaning Services. Landlord shall provide routine cleaning service for the Premises. These services are set forth on Exhibit E, attached hereto and incorporated herein.

5.3 Security-- Janitorial / Other staff with access

(a) For purposes of performing background checks to protect the confidential and sensitive information held by Tenant in hard and electronic files, and to comply with state and federal statutory and regulatory security requirements, Landlord shall provide to Tenant the full names, dates of birth and addresses of:

i. all personnel employed or contracted by the janitorial service that has access to Tenant's Premises; and

ii. all personnel (maintenance, security, etc.) employed or contracted by Landlord that have access to Tenant's Premises.

(b) This requirement to provide identification information to Tenant is constant and ongoing so that as each new person is employed or contracted, by either Landlord or the janitorial service, Landlord must provide the required identification to Tenant. If reasonably possible, such identification shall be provided to Tenant two (2) business days prior to the entry and/or access of the new personnel into Tenant's Premises. Tenant shall give notice of background check failure and rejection of any such personnel to Landlord within one (1) business day.

(c) Additionally, Landlord agrees that none of its employees shall be granted access to Tenant's Premises unless and until Landlord has first completed a background check for said employee, with results of same being satisfactory to Tenant.

5.4 Maintenance of Common Areas. Landlord will operate, manage, equip, light, repair and maintain, or cause to be operated, managed, equipped, lighted, repaired and maintained, the common areas for their intended purposes, including but not limited to the removal of ice and snow from the adjoining northwest parking lot and parking garage. Landlord reserves the right, at any time and from time to time to make changes, additions, alterations or improvements in and to such common areas, provided the same shall not unreasonably block or interfere with tenant's means of ingress or egress to and from the premises and visibility of the Premises.

5.5 Lighting and Electrical. Landlord shall provide normal office lighting for the Premises and common areas, which shall not include any special or unique lighting for any tenant. Subject to the provisions of this Lease, Landlord shall also furnish electricity to the Premises for operation of small office machines and small equipment including small personal refrigerators and small personal electronic items. Tenant's use of such electricity shall not at any time exceed the capacity of the electrical conductors or equipment installed in or servicing the Premises. Tenant shall make no alteration or addition to any electrical equipment or installation without the prior written consent of Landlord in each instance and then at Tenant's sole cost.

5.6 Telephone and Additional Services. Expenses related to telephone, internet, and other communication mediums, if any, shall be the responsibility of Tenant. Tenant, at its own cost and expense, shall provide the installation, use and maintenance of all telephone service required by Tenant

during occupancy of the Premises, with Landlord's approval of appropriate vendors or contractors. Tenant shall also, at its own cost and expense, provide the installation, use and maintenance of all network wiring, with the approval of Landlord's Information Technology Department, during occupancy of the Premises. Tenant shall pay for all additional services or utilities provided by Landlord to Tenant not uniformly furnished to all Tenants of the Building.

5.7 Special Services. Tenant, at its expense, shall furnish any additional equipment or services necessary for operating its business. Tenant shall fully comply with all State and Federal laws and regulations. Any special storage containers required by Tenant shall be at Tenant's expense and shall require Landlord's prior approval, which shall not be unreasonably withheld or delayed.

5.8 Warranty of Services. Landlord offers no warranty of any services provided by Landlord pursuant to this Lease and Landlord shall not be liable for any interruption of such services. No interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Landlord shall use reasonable efforts to restore interrupted services upon notice from Tenant.

ARTICLE VI: ALTERATIONS, ADDITIONS AND IMPROVEMENTS

6.1 Alterations and Additions by Tenant. Once written consent is obtained, Tenant may, at its own expense, either at the commencement of or during the Term of this Lease, make alterations and/or additions to the Premises. Landlord covenants not to unreasonably withhold approval of renovations, alterations and/or additions proposed to be made by Tenant; *however*, approval by Landlord shall not be construed as a waiver of any term or requirement herein, including without limitation, the obligation of Tenant to comply with all laws, rules and regulations. When requested, Tenant shall furnish Landlord with contractors' affidavits and full waivers of liens and receipted bills covering all labor, materials and subcontractors expended and used. All alterations and/or additions must be completely finished in a good and neat workmanlike manner and comply in all respects with all insurance requirements and with all applicable laws, ordinances and regulations. Only good grades of materials shall be used in the alterations and/or additions. No alterations, changes or improvements shall be made by Tenant that will adversely affect the structural integrity of the Premises or any interior bearing wall therein. All alterations, additions and improvement (except trade fixtures which can be removed without damage to the Premises) which may be made or installed by Tenant in or on the Premises and which are attached to the floor, walls or ceiling, in any manner, shall be the property of Landlord and shall remain upon and be surrendered with the Premises as part thereof. Any linoleum, tile or other floor covering of similar character which may be cemented or otherwise adhesively attached to the floor of the building shall be and become

the property of Landlord absolutely. Any trade fixtures placed upon the Premises may be removed as above provided; however, any areas where same were attached to floor or walls of the Premises shall be repaired and replaced to the condition as same were at the time of such trade fixture installation. Trade fixtures shall include modular systems of furniture owned or leased by Tenant. All alterations and/or additions, unless previously agreed to by both parties in writing, shall become Landlord's property and shall remain upon the Premises at the termination of this Lease without compensation, allowance or credit to Tenant. Tenant may only use those vendors, contractors and subcontractors approved by Landlord.

6.2 Installations and Other Changes by Tenant. Subject to this Lease, Tenant may at its own expense and consistent with the design and structural integrity of the Premises, install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment ("Installations") upon or within the Premises as reasonably necessary for the conduct of its business, consistent with the permitted use hereunder, subject to the prior written approval of Landlord, not to be unreasonably withheld. Movable shelving and partition walls may be installed without Landlord approval, provided that on any expiration or termination of the Lease, Tenant shall be responsible for restoring the Premises to their original condition as existed prior to such Installations. At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all such Tenant Installations in such a manner as will not substantially injure the Premises, or the portion or portions affected by such removal, so long as prior to the expiration or earlier termination of the Lease, the Premises shall be restored by Tenant at its expense to the same condition as existed as of the date of occupation, and prior to the Installation, ordinary wear and tear excepted. All Installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

6.3 Landlord Approval. Landlord's approval shall be deemed to be reasonably withheld if, but not limited to, such alterations, additions or Installations are not compatible with the structure of the Premises or the Building, result in any increase in real estate taxes or insurance premiums (unless Tenant pays or agrees to pay such increase), conflict with the use of any portion of the Building, or, otherwise adversely affect the value or utility of the Premises or the Building, or any part thereof.

6.4 Alterations by Landlord. Landlord may make any repairs, alterations or improvements which Landlord deems necessary or advisable for the preservation, safety or improvement of the Building or the Premises. No changes by Landlord will inhibit access to or visibility of the Premises or a decrease of Tenant's parking ratio in the Building.

6.5 Signs. Tenant shall not erect or install any signs on the exterior of the Premises, on the surrounding parking areas or common areas upon which

the Premises are located nor place any advertising signs or advertising media on any window or door except customary door lettering indicating Tenant's business name without the prior written consent of Landlord, such consent not to be unreasonably withheld. Landlord shall provide standard signage at no cost to Tenant for wayfinding from the lobby to the Premises. The cost of any requested signage on the interior of the Premises shall be the responsibility of Tenant.

6.6 Infill Liability. This Lease does not provide for or contemplate any infill allowance for the modifications to the Premises. Any alterations, additions or Installations shall be the financial responsibility of Tenant.

ARTICLE VII: REPAIRS, ACCESS AND LIENS

7.1 "As Is" Condition. Landlord expressly disclaims any warranties, either express or implied, and Tenant acknowledges that neither Landlord nor its agents have made any representations or promises with respect to the Premises or the Building, except as expressly set forth in this Lease, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant has accepted the Premises and the Building "AS IS".

7.2 Repair and Maintenance Obligations of Tenant. Except for repairs and maintenance required to be performed by Landlord under Section 7.3 below, Tenant shall make all repairs and maintenance to, and shall keep clean, neat, safe, sanitary, in good order, repair and condition, ordinary wear and tear excepted, the Premises, during the term hereof (including all painting, floors, doors, floor coverings, light bulbs and decorating necessary to maintain at all times a clean and slightly appearance). In making repairs, Tenant shall use materials equal in kind and quality to the original work. Tenant shall be liable for and make all repairs for damage or injury done to the Premises by Tenant, its agents, employees, patients, invitees or guests. The provisions of this Section shall not apply in the case of damage by fire or other casualty or by eminent domain, in which event the obligations of the parties shall be as provided in other Sections of this Lease.

If Tenant refuses or neglects to commence necessary repairs within a reasonable period (no longer than ten (10) consecutive days) after written request, or does not adequately complete such repairs within a reasonable period (no longer than ten (10) consecutive days) after written request, or does not adequately complete such repairs within a reasonable time thereafter, the Landlord may make the repairs without liability to Tenant for any loss or damage that may occur to the Tenant's stock or business by reason thereof, and if the Landlord makes such repairs, the Tenant shall pay to the Landlord amount so paid by the Landlord and/or all costs and expenses incurred by the Landlord in making the above maintenance or repair, including reasonable attorneys' fees,

shall be deemed to be additional rent for the Premises and shall be due and payable by the Tenant to the Landlord on demand.

7.3 Repair and Maintenance Obligations of Landlord. Landlord shall, at its expense, make all necessary structural repairs and maintenance and keep in good repair and working order, ordinary wear and tear excepted (excluding windows, doors, plate glass, and signs) all interior structural systems, the exterior of the Premises, including the roof, foundation, sidewalks and paved areas, exterior lighting, street fixtures, utility lines and facilities, drainage lines and facilities, ceilings, exterior walls, load-bearing walls and columns, electrical, plumbing, HVAC, fire detection and/or prevention systems or other equipment servicing the premises and all other equipment and appurtenances used in the functioning of the Premises or any portion thereof unless the need for any such repair or maintenance is directly or indirectly attributable to or results from activity being conducted within the Premises, or is necessary to accommodate Tenant's operations, or becomes necessary by reason of the negligence of the Tenant, its agents, servants, employees, or anyone else for whose acts the Tenant is responsible. Tenant shall give prompt verbal or written notice to Landlord of all accidents to or defects in the Premises or the Building, or any of its systems. Tenant shall make all other repairs to the Premises, as contemplated in Section 7.2 above, and to the fixture and appurtenances on the Premises, all such repairs to be at least equal in quality to the original installations. There shall be no allowance to Tenant (or diminution of rental value and no liability on the part of Landlord) by reason of damage to the property of Tenant, or injury to business or otherwise arising from alterations, additions, or improvements, provided that Landlord proceeds in good faith and without undue delay to make necessary required repairs after receiving written notice for Tenant specifying the item or structure needing repair.

7.4 Replacement Obligations. Tenant shall be responsible for replacement of any fixtures, services, or items it is charged with maintaining or repairing, such as floors and floor coverings, decorative aspects such as painted interior surfaces, any internal equipment, facilities, and fixtures within the walls of the Premises. Excepting those necessitated by the act or omission of Tenant, Tenant's representatives, employees, patients, guests or invitees, Landlord shall be responsible for replacement of any structural elements within and outside the Premises, including but not limited to: any electrical, plumbing, heating, ventilating or other lines or services located in the Common Areas and the physical Premises such as water and sewer lines serving the Premises and drainage lines and other facilities serving the Premises.

7.5 Glass. All plate and other glass now in the Premises is at the risk of Tenant and if broken is to be replaced at the expense of Tenant. Tenant shall keep all glass in good condition and make all necessary repairs.

7.6 Landlord Access. Landlord, upon providing Tenant with at least twenty-four (24) hours prior written notice, may enter the Premises to exhibit it to prospective purchasers, mortgages or tenants, to inspect the Premises, or to make repairs or replacements to the Premises or to any adjoining space, or to carry out any of its rights or obligations under this Lease.

7.7 Condition of Premises. Tenant shall keep the Premises in good order, condition and repair. Tenant shall not: (a) suffer or permit use of the Premises in any manner that will constitute a nuisance or annoyance to any other tenant of the Building, or that will injure the reputation or structural integrity of the Building, or any extra hazardous purpose; (b) install any door or window blinds, draperies or other window or door coverings except as may be authorized by Landlord in writing, or display, inscribe, print, paint, maintain or fix in any place in or about the Building or in the Premises where the same might be visible outside the Premises any sign or notice, except as agreed to by Landlord; (c) waste water, gas, electricity, heat, air conditioning or any other utility or service if furnished by Landlord; (d) use any apparatus, machinery or device on or about the Premises which shall cause substantial noise, odor, radiation, pollution or vibration so as to disturb any other tenant in the Building or inhibit the Landlord in leasing other parts of the Building; (e) overload any floor of the Premises or the Building; or (f) change or add locks or similar devices to any door or window in the Premises, without first obtaining Landlord's written consent, except for locks on Tenant's own fixtures; and (g) overload the electrical wiring serving the Premises or within the Premises, and will install at its own expense, but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's operation.

ARTICLE VIII: ASSIGNMENT AND SUBLETTING

Tenant shall not, without the prior written consent of landlord, assign by operation of law or otherwise, this Lease or any interest under this Lease, or sublet all or any portion of the Premises, or permit the use of all or any part of the Premises by a person or entity other than Tenant. Tenant may not, without Landlord's prior written consent, mortgage, pledge, or otherwise encumber this Lease or any interest herein. Any assignment, subletting, permissive use, mortgage or other conveyance in violation of this Section shall be null and void and shall, at the option of Landlord, terminate this Lease. The consent by Landlord to any assignment or subletting shall not be unreasonably withheld and shall not be construed as relieving Tenant or assignee or sublessee from obtaining the written consent of Landlord to any further assignment, subletting or transfer or as releasing Tenant from any liability or obligation under this Lease, whether or not then accrued, and shall not be construed to permit a change in the permitted use specified in this Lease.

Landlord shall have the right, in its sole discretion, to assign the Lease to a third party. Landlord shall notify Tenant of such assignment in writing within five (5) days of the assignment.

ARTICLE IX: DAMAGE OR DESTRUCTION AND CONDEMNATION

9.1 Casualty. If fire or other casualty damages the Building, Landlord shall proceed with reasonable diligence to repair the damage. Landlord shall not be required to carry insurance upon, nor shall Landlord be required to repair or replace, any improvements made by Tenant or personal property owned by Tenant. If such damage renders all or any part of the Premises untenantable, the rent for the portion of the Premises rendered untenantable shall be abated for the period that the Premises are untenantable. Landlord shall not be liable for any inconvenience or injury to Tenant's business or otherwise resulting in any way from any damage, or its repair, or from any delay in repair. Landlord, Tenant, or both, shall have an option to terminate this Lease after damage by fire or other casualty as follows:

(a) If the Premises or the Building shall be so damaged that demolition or substantial alteration or reconstruction of it shall, in Landlord's opinion, be advisable, then Landlord shall have the option to terminate this Lease by notice given to Tenant within sixty (60) days after such damage; or

(b) If the Premises shall be so damaged that a major portion of it is rendered untenantable and if the time estimated by Landlord for the repair of it exceeds four (4) months or one hundred twenty (120) days from the date of such damage, then Landlord and Tenant shall each have the option to terminate this Lease by notice given to the other party within ten (10) days after Landlord notifies Tenant of the estimated time for repair.

9.2 Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other, or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or by other casualty normally covered by extended coverage insurance of the type carried by Landlord on the Building, even if such fire or casualty shall have been caused by negligence of the other party. Landlord and Tenant shall cause their respective insurance carriers to consent to such waiver and to include a waiver of all rights of subrogation against the other party in their respective insurance policies.

9.3 Condemnation. If all or part of the Premises is taken by or sold under threat of condemnation or the exercise of the right of eminent domain, this Lease, at the option of Landlord or Tenant, shall become null and void upon the date of the taking and no part of any award shall belong to Tenant, except that Tenant shall be entitled to claim any relocation assistance payment and to make any other claims, if any, which may be payable directly to Tenant by the condemning

authority and not constituting part of any award for loss of or damage to the Premises.

ARTICLE X: RESERVATION OF EASEMENT AND RIGHTS

Landlord reserves the right to install, use and maintain pipes, ducts, conduits, and other facilities within the walls, columns and ceilings (above the dropped ceiling level) in the Premises, provided that the work thereon is performed at such items and by such methods as will not interfere unreasonably, considering the work to be done, with Tenant's use of the Premises.

ARTICLE XI: INDEMNIFICATION AND INSURANCE

11.1 Indemnification. Except for damage or injury caused by the willful act or omission of Landlord, its agents or employees, and subject to the provisions of Missouri law, including Section 537.600 and Section 537.610, RSMo., Tenant will indemnify, defend and hold Landlord, its agents and employees harmless from any and all liability for injury to or death of any person, or loss of or damage to the property of any person, and all actions, claims, demands, costs (including, without limitation, reasonable attorneys' fees), damages or expenses of any kind arising therefrom which may be brought or made against Landlord or which Landlord may pay or incur by reason of the use, occupancy and enjoyment of the Premises by Tenant, its agents or employees. Landlord and Tenant further agree that the Prosecuting Attorney, and the government of Greene County, Missouri, in general, and all of their officials, deputies, agents and employees, are relying on, and do not waive, intend to waive or limit any of their rights and/or defenses with regard to governmental, sovereign or official immunity as provided by the Missouri common law or any state or federal statute or constitution.

11.2 Insurance by Tenant. At all times throughout the term of this Lease, Tenant shall, at its own cost and expense, provide the following insurance coverage:

(a) **Liability.** Comprehensive public liability insurance against state tort claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises and the improvements thereon, with such limits up to the statutory liability damage caps from Missouri public entities calculated by the Missouri Department of Insurance as of January 1 of each calendar year and published annually by the Missouri Register pursuant to Section 537.610, RSMo. Tenant may provide coverage with limits of liability not less than Two Million Eight Hundred Thousand Dollars and no/00 (\$2,800,000.00) for all Missouri state tort claims arising out of a single occurrence or Four Hundred Fifteen Thousand Dollars and no/00 (\$415,000.00) with respect to injuries, and/or death of any one person in a single occurrence with respect to a state tort claim, or tenant may provide coverage for non-state

tort claims which are not subject to the provisions of Section 537.600 et. seq. RSMO. in an amount of Two Million Dollars (\$2,000,000.00) with respect to injuries or death of any one person in a single occurrence, or in an amount not less than One Million Dollars (\$1,000,000.00) for all claims to property arising out of a single occurrence.

(b) Policies. All policies referenced in Section 11.2(b) shall contain a clause that the insurer will not change or cancel the insurance without first giving Landlord thirty (30) days prior written notice. The policies shall name Landlord as an additional named insured. If required, the policies shall be endorsed with a copy of said endorsement provided to the Landlord.

11.3 Insurance by Landlord. Landlord agrees to carry standard fire and extended coverage insurance in amounts deemed sufficient by Landlord to carry out Landlord's obligations under this Lease.

ARTICLE XII: RULES AND REGULATIONS

Tenant, Tenant's employees and agents will perform and abide by the rules and regulations for use of the Building. A copy of the rules and regulations shall be attached hereto as Exhibit F. Amendments or additions to the rules and regulations may be made from time to time by Landlord. Amendments or additions shall become effective ten (10) days after a copy is mailed to Tenant.

ARTICLE XIII: ATTORNEY FEES

Subject to a valid court order or final judgment, Tenant agrees to pay all reasonable attorney's fees and expenses that Landlord incurs in enforcing any of the obligations of Tenant under this Lease, or in any litigation in which Landlord shall, without fault, become involved through or on account of this Lease or any act or omission of Tenant, Tenant's agents or Tenant's employees. Likewise, subject to a valid court order or final judgment, Landlord agrees to pay all reasonable attorney fees and expenses that Tenant incurs in enforcing any of the obligations of Landlord under this Lease, or in any litigation in which Tenant shall, without its fault, become involved through or on account of this Lease or any act or omission of Landlord or Landlord's agents or employees.

ARTICLE XIV: PARKING

One (1) reserved covered parking space in the attached parking garage will be provided for the elected Prosecuting Attorney. Sixty-five (65) spaces for Tenant's staff to park will be provided by Landlord in the adjoining Northside parking lot in white-painted parking stalls. Visitors to Tenant shall have parking in the attached parking garage and/or in the adjoining Northside parking lot. All parking shall be subjected to rearrangement and regulation under rules and regulations of Landlord.

**ARTICLE XV: TERMINATION, EVENTS OF DEFAULT, REMEDIES and
RETURN OF PREMISES**

15.1 Termination. In addition to the default provisions set out below, this Lease may be terminated for any of the following reasons:

(a) Mutual Consent. This Lease may be terminated at any time upon the mutual consent of the parties.

(b) Dissolution or Bankruptcy. This Lease shall terminate automatically if either Landlord or Tenant is dissolved or applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition in bankruptcy that is not dismissed within ninety (90) days, is adjudicated a bankrupt, makes a general assignment for the benefit of its creditors, files a petition or answer seeking reorganization or arrangement with its creditors unless such filing is dismissed within ninety (90) days, or admits in writing its inability to pay its debts when due.

(c) Termination by Either Party. Either party may terminate this Lease immediately if one party reasonably believes, based on credible evidence, that the other party is engaging in fraudulent or abusive business practices, and fails to take appropriate investigative and, if necessary, corrective action within thirty (30) days after delivery of written notice of the first party's concerns or one of the events of default defined in Section 15.2 occurs and is not remedied.

(d) Termination due to Default. If Tenant or Landlord is at any time in default of any provision of this Lease, including any of the Events of Default set forth in Section 15.2 below, then the party not in default, shall have the right to terminate this Agreement upon ninety (90) days' written notice to the other party. The exercise of such right by either party shall also terminate any remaining renewal options then existing.

(e) Termination without Cause for Suite 1000. As it relates to Suite 1000 only, the parties agree that either party may terminate that portion of this Lease with sixty (60) days written notice.

(f) Effects of Termination. Upon termination of this Lease for any reason, neither party shall have any further obligations under this Lease except that the parties' obligations accruing prior to the date of termination shall survive termination of this Lease and the parties' obligations and covenants set forth herein that are expressly made to continue beyond the term of this Lease shall survive termination of this Lease.

15.2 Events of Default. Each of the following shall be an "Event of Default":

(a) Tenant's failure to pay any installment of Base Rental or other payments when due or any other sum required to be paid by Tenant to Landlord, which failure is not cured within thirty (30) days after written notice by Landlord to Tenant specifying the default;

(b) Tenant's failure to perform or observe any other covenant or agreement under this Lease, which failure is not cured within thirty (30) days after written notice by Landlord to Tenant, specifying the default. If such default (other than a payment default which must be cured within such thirty (30) day period) is capable of being cured within a reasonable period, but not within thirty (30) days, this Lease shall not terminate as provided herein if such defaulting party commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith continues to cure the default;

(c) Tenant abandons or vacates the Premises;

(d) Tenant's leasehold interest is levied upon under execution or otherwise;

(e) Tenant makes an assignment for the benefit of creditors; or

(f) a receiver or trustee is appointed for a substantial part of the assets of Tenant.

15.3 Exceptions to Events of Default. It is understood and agreed between the parties that the Lease is contingent upon Tenant receiving sufficient appropriations on an annual basis from the Greene County Commission to pay the Base Rental and any Base Rental Adjustment for the Premises as set forth in Sections 3.1 and 3.3. In the event that sufficient funds are not appropriated by the Greene County Commission for any fiscal year during this Lease, Tenant shall immediately notify Landlord of the event of non-appropriation. Tenant shall vacate the Premises no later than sixty (60) days following the Greene County Commission's adoption of its Annual Budget which fails to appropriate sufficient funds to meet its financial obligations to Landlord under Article III of this Lease and the Lease shall be deemed to have expired of its own terms. Tenant shall have no further obligations hereunder.

Notwithstanding the foregoing, Tenant agrees that (a) it will undertake all reasonable efforts to obtain appropriations of funds for all fiscal periods during which this Lease is scheduled to remain in effect; and (b) Tenant will not, during the term of this Lease, give priority in the application of funds to any creditor and/or financial obligation.

15.4 Remedies for Default. Upon the occurrence of an Event of Default, Landlord may, if Landlord so elects, on ten (10) days' written notice to Tenant either

terminate this Lease and Tenant's right to possession of the Premises or terminate Tenant's right to possession of the Premises without terminating this Lease.

Upon any termination of this Lease, whether by lapse of time or otherwise, Tenant shall surrender possession of the Premises to Landlord. Tenant hereby grants Landlord the full right upon termination of this Lease to enter into and upon the Premises with or without process of law, repossess the Premises, expel Tenant and any others who may be occupying the Premises and remove any and all property from the Premises, using such force as may be necessary, without such entry constituting a trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to collect any Base Rental or other payments that may be or become due, or any other right to which Landlord may be entitled under this Lease or by operation of law.

If Landlord elects to terminate Tenant's right to possession only, Landlord may, at Landlord's option, enter into the Premises, and take and hold possession as provided in the preceding paragraph, without terminating this Lease or releasing Tenant from its obligation to pay Base Rental under the Lease for the full Term. Upon and after entry into possession without termination of this Lease, Landlord may relet all or part of the Premises for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such period (including periods extending beyond the term) and upon such terms as Landlord shall determine. Landlord may make such repairs and alterations to the Premises and redecorate them as reasonably deemed by Landlord to be appropriate in order to facilitate reletting of the Premises. All costs of redecorating and Landlord's expenses of retaking possession, removing property, and of reletting, including a reasonable lease commission, shall be charged against the first rents collected on any reletting of the Premises. However, Tenant shall not be obligated to pay costs of such alteration, redecoration, or repairs except for which Tenant was responsible that were not made prior to termination or eviction, or repairs required to place the Premises in the condition required by this Lease at the end of the Term of the Lease. If the rents collected by Landlord upon any such reletting for Tenant's account after payment of expenses, are not sufficient to pay the full amount of the Base Rental and other payments as either becomes due, Tenant shall pay Landlord the amount of the deficiency each month upon demand. Any excess rents collected, if any, remaining at the end of the Term shall be paid to Tenant.

Landlord may elect to terminate this Lease at any time after an Event of Default even after Landlord's prior election to terminate Tenant's right to possession only. In addition to all damages sustained for the period prior to termination of this Lease, Landlord shall upon such termination be entitled to recover as damages, and not as a penalty, an amount equal to the then present value of the Base Rental and other payments for the remainder of the Term (which Base Rental and other payments as to future periods may be reasonably estimated by Landlord).

In the event of any breach by Tenant or Landlord of any of the Lease covenants or agreements, the other shall be entitled to enjoin such breach and, in addition to the rights and remedies provided hereunder, shall have any other right or remedy allowed at law or equity, by statute or otherwise. The provisions of this Section shall be construed so as to be consistent with the law of Missouri so that remedies of Landlord and Tenant described in this Lease shall be available to Landlord and Tenant to the full extent but only to the extent that they are not invalid or unenforceable under the law of Missouri.

15.5 Remedies Cumulative. All of the remedies herein are cumulative, and given without impairing any other rights or remedies of Landlord. The fact that Landlord does not exercise its rights hereunder in the event of default by Tenant shall not be deemed a waiver of such rights as to subsequent breached of covenants herein by Tenant.

15.6 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of this Lease, then, at Landlord's option, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, subject to all of the provisions of this Lease insofar as they are applicable to a month-to-month tenancy, but at a daily rental equal to the per day rental provided under this Lease immediately prior to such termination, computed on the basis of a 30-day month, provided, however, that in no event shall Tenant hold over in possession of the Premises or any part thereof more than six months after the expiration of this Lease.

15.7 Surrender of Premises. Upon termination of this Lease for any reason, Tenant shall immediately surrender and deliver up to Landlord the Premises in good condition, ordinary wear and tear excepted, together with all improvements thereon, but excluding any trade fixtures, machinery, equipment or other personal property belonging to Tenant. Tenant shall repair any damage to the Premises or the Building caused by Tenant's removal of its personal property. If Tenant shall fail to remove all such effects from the Premises upon termination of this Lease, Landlord may, at its option, remove all or any part of Tenant's effects, in any manner that Landlord shall choose, at Tenant's risk, and Tenant shall be liable to Landlord for all expenses incurred in removal and for any storage of such effects, if applicable. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's effects. Any property of Tenant not removed from the Premises or taken from storage by Tenant within thirty (30) days after the termination of this Lease or Tenant's right to possession of the Premises shall conclusively be deemed to be abandoned by Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and Landlord shall not be liable for any damage to or theft of that property.

15.8 Lien for Rent. Tenant does not grant Landlord any security interest in Tenant's personal property nor in any proceeds of any insurance payable to

Tenant resulting from damage to Tenant's property in the Building or the Premises. Tenant does not waive the application of any exemption laws.

ARTICLE XVI: MISCELLANEOUS

16.1 Notices. Any notice required by this Lease to be given to Tenant, shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested, to Tenant at the address of the Premises. Any notice required by this Lease to be given to Landlord may be given by registered or certified mail, return receipt requested, addressed to Landlord at the Building. Either party may, by like notice, designate a different address to which notices shall be sent. Mailed notices shall be deemed received upon the date that the return receipt is signed for by the recipient or refused thereby.

If to Landlord: **Lester E. Cox Medical Centers**
3850 S. National Ave.
Springfield, Missouri 65807

With a copy to: **Charity R. Elmer, General Counsel**
Lester E. Cox Medical Centers
3850 S. National Ave., Suite 760
Springfield, Missouri 65807

If to Tenant copy to: **Austin Fax**
Greene County Counselor
Lowther Johnson
901 St. Louis St., 20th Floor
Springfield, MO 65806

If to Tenant copy to: **Christopher Coulter**
Greene County Administrator
Greene County Commission
1443 N Robberson 10th Floor
Springfield, MO 65802

16.2 Subordination and Attornment. This Lease is further subject and subordinate to any mortgage or deed of trust or trust indenture (hereinafter called "mortgage") which may now or hereafter be granted by Landlord affecting the real property of which the Premises form a part, and to any and all advances made under any such mortgage and to the interest thereon, and all renewals, replacements and extensions thereof. This section shall be self-operative and no further instrument or subordination shall be required, but Tenant shall nevertheless at any time hereafter, on the demand of Landlord, execute any instruments, releases or other documents that may be required by any such

mortgage holder or its successors in interest to evidence such subordination. If in connection with the financing or refinancing of the Building, the holder of any such mortgage shall request reasonable modifications in this Lease as a condition of approval of such financing, Tenant will not unreasonably withhold delay or defer making such modifications, provided that they do not unreasonably increase the obligations of Tenant under this Lease or materially and adversely affect the leasehold interest created by this Lease. In the event of termination of this Lease through foreclosure of any mortgage to which this Lease is subordinated, Tenant will, at the request of the purchaser of the Premises at the foreclosure sale (the "Transferee"), attorn to and accept such Transferee as landlord under this Lease, but Transferee shall not be liable to Tenant for any default on the part of Landlord occurring prior to the date the Transferee becomes the landlord to Tenant hereunder.

16.3 Waiver; Force Majeure; Governing Law. No waiver by Landlord of any default of Tenant under this Lease shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent stated in the waiver. This Lease shall be subject to acts of God beyond the control of the parties hereto. The laws of the State of Missouri shall govern the validity, performance and enforcement of this Lease.

16.4 Grammar; Captions. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one (1) tenant and to either corporations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

16.5 Parties. In the event of the transfer of Landlord's rights, title and interest in this Lease and the Premises, it shall be automatically relieved after the date of transfer of all liability and obligations under the Lease for acts thereafter occurring or covenants thereafter to be performed, it being intended that all the obligations contained in this Lease on the part of Landlord shall be binding upon Landlord, its successors and assigns, only during and in respect of their respective periods of ownership of Landlord's interest in the Building. "Tenant" shall include Tenant's heirs, representatives and successors in title and shall also include Tenant's assignees and sublessees if this Lease shall be validly assigned or the Premises validly sublet.

16.6 Landlord Liability. In the event of any alleged default of Landlord with respect to this Lease, Tenant shall look solely to the estate and property interest of Landlord in the Premises for the satisfaction of Tenant's remedies or the collection of any judgment or other judicial process requiring the payment of money by Landlord, and no other property or assets of Landlord shall be subject

to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

16.7 Entire Agreement. This Lease, together with Exhibits hereto and together with any rider or addendum (if any) attached to this Lease and made a part hereof, contains the entire agreement of the parties. Unless otherwise provided in the Lease, every amendment or modification to this Lease shall be in writing, executed by Landlord and Tenant.

16.8 Building Name. Landlord hereby reserves the right to change the name or street address of the Building at any time.

16.9 ADA Compliance. The parties acknowledge that Title III of the American With Disabilities Act of 1990 and the regulations and rules promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements for accessibility and barrier removal, and that such requirements may or may not apply to the Premises and the Building, depending on, among other things:

(a) whether Tenant's business is deemed a "public accommodation" or "commercial facility";

(b) whether such requirements are "readily achievable"; and

(c) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements.

The parties hereby agree that:

(a) Landlord shall be responsible for ADA Title III compliance in the common areas and those portions of the real property not in possession of Tenant;

(b) Tenant shall be responsible for ADA Title III compliance within the demised Premises; and

(c) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of, ADA Title III "path of travel" requirements within the Premises during the Term of the Lease.

16.10 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LANDLORD TO AGREE TO LEASE THE PREMISES TO TENANT, TENANT HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATED TO THIS LEASE OR

ARISING IN ANY WAY FROM TENANT'S USE OF THE PREMISES OR LANDLORD'S OBLIGATIONS RELATED THERETO.

16.11 Counterparts, Facsimile Signatures, and Electronic Signatures. The parties may execute this Lease in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The parties may execute this Lease via facsimile, and such facsimile signatures shall be deemed to be originals for all purposes. In addition to facsimile signatures, this Lease may be executed by either or both parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). Both parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Lease and any alterations thereto.

IN WITNESS WHEREOF, the parties have in each of their respective capacities executed this Lease as of the day and year first written above.

LANDLORD: LESTER E. COX MEDICAL CENTERS

Name: David Taylor
Title: Corporate Vice President

TENANT: GREENE COUNTY MISSOURI

By:  Date: 04/21/22
Name: Bob Dixon
Title: Greene County Presiding Commissioner,

By:  Date: 04/21/2022
Name: Rusty MacLachlan
Title: Commissioner, Greene County, 1st District

By:  Date: 4/21/2022
Name: John O Russell
Title: Commissioner, Greene County, 2nd District

(continued)

By: _____
Name: Shane Schoeller

Date: _____

Title: Greene County Clerk

APPROVED AS TO FORM:


Austin Fax, Greene County Counselor

Date: 4/12/22

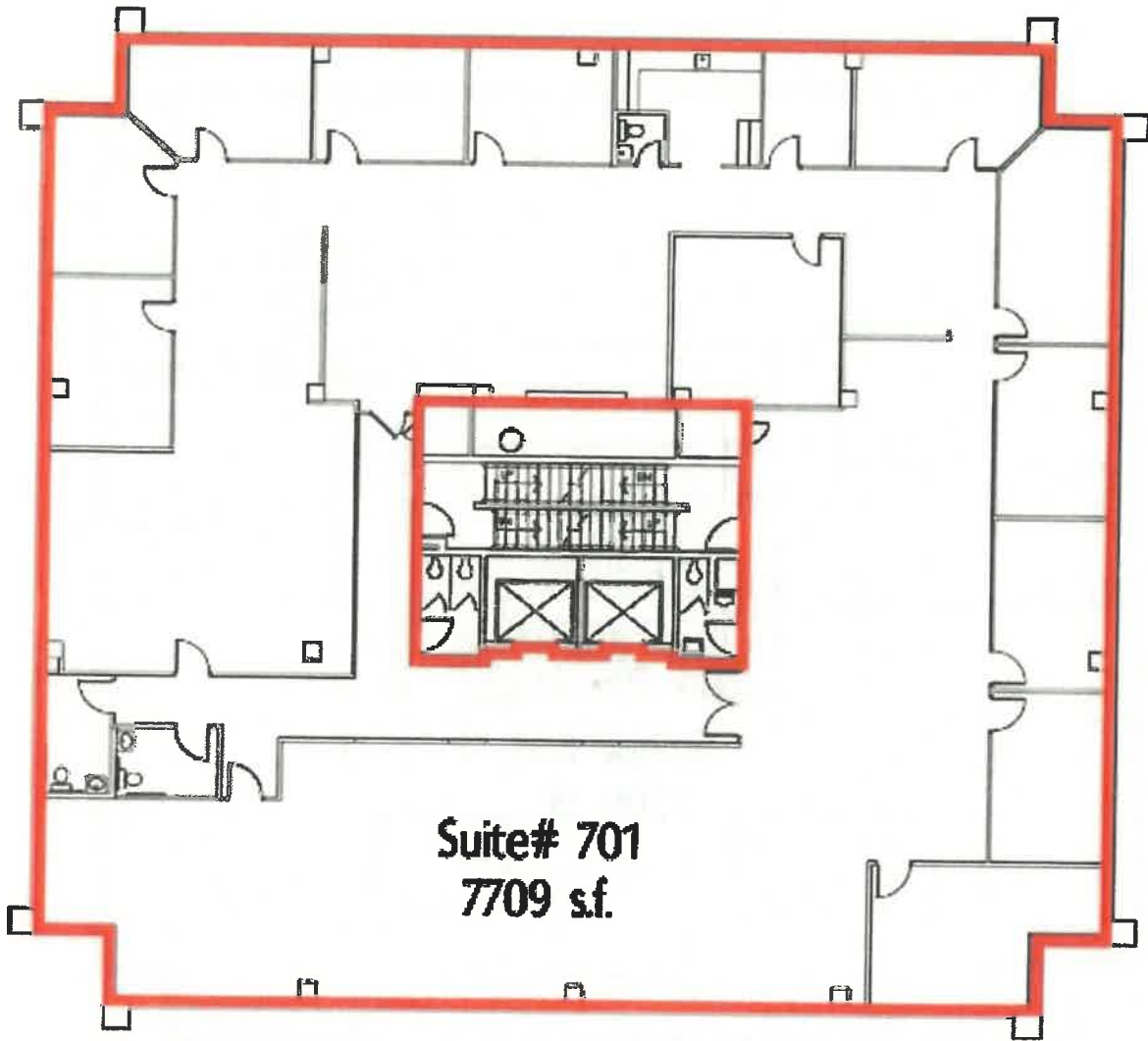
Auditor Certification

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 a encumbered balance of anticipated revenue appropriated for payment of same.

Cindy Stein, Greene County Auditor

Date: _____

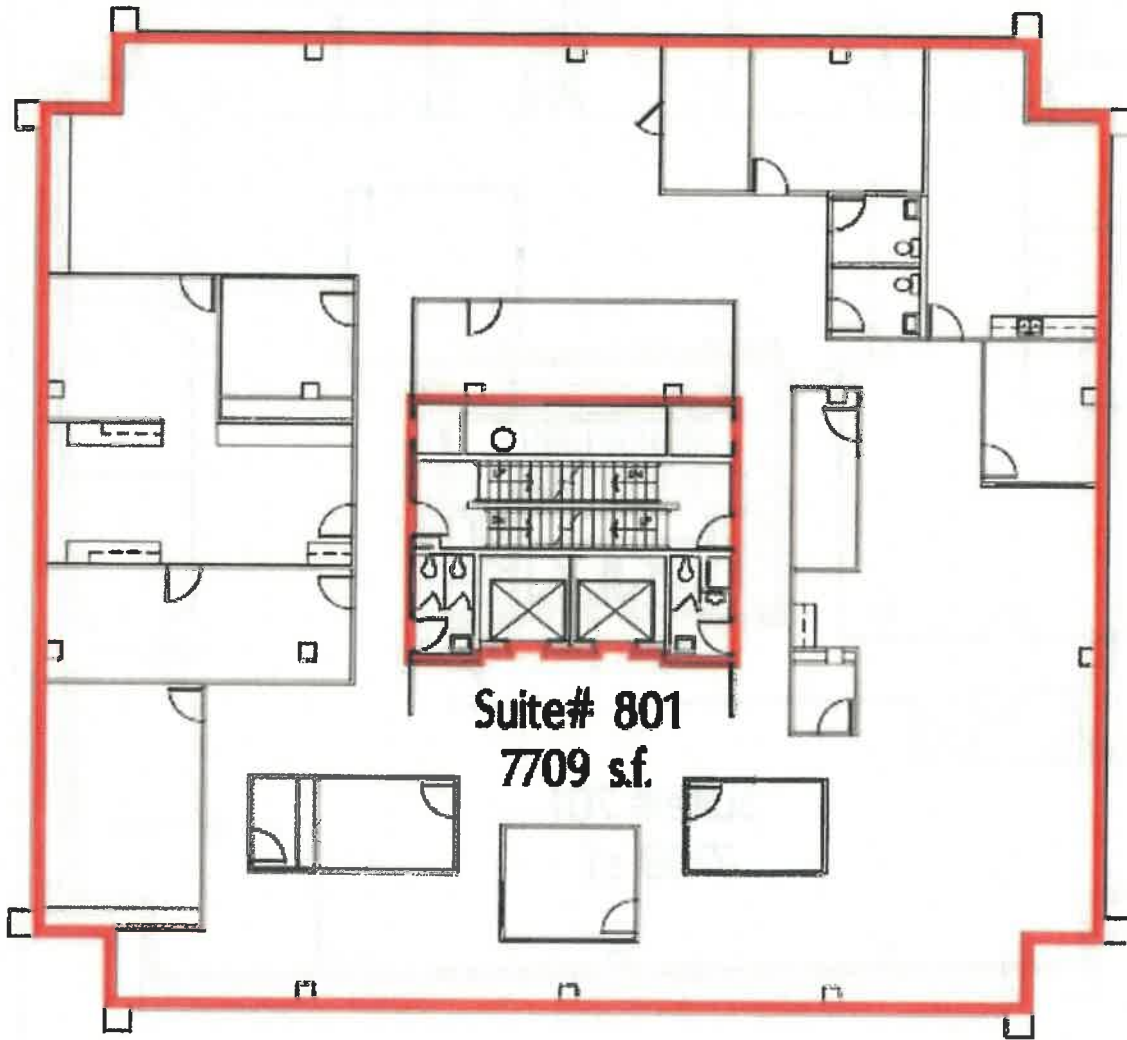
EXHIBIT A
PREMISES FLOOR PLAN: Suite 700



Suite# 701
7709 s.f.

Medical Tower - Suite 701 
NTS

EXHIBIT B
PREMISES FLOOR PLAN: Suite 800



Suite# 801
7709 s.f.

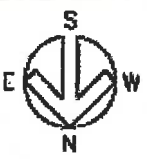
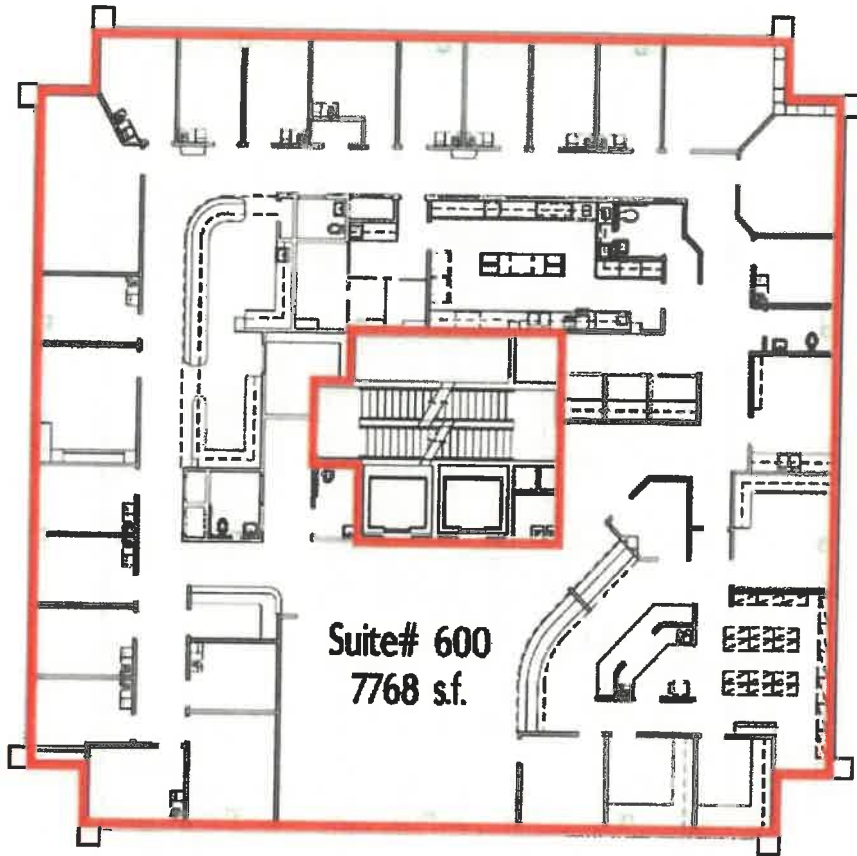
Medical Tower - Suite 801 
NTS

EXHIBIT C
PREMISES FLOOR PLAN: Suite 600



Medical Tower - Suite 600



EXHIBIT D
PREMISES FLOOR PLAN: Suite 1000

CoxHealth - Med Tower, 10th Floor

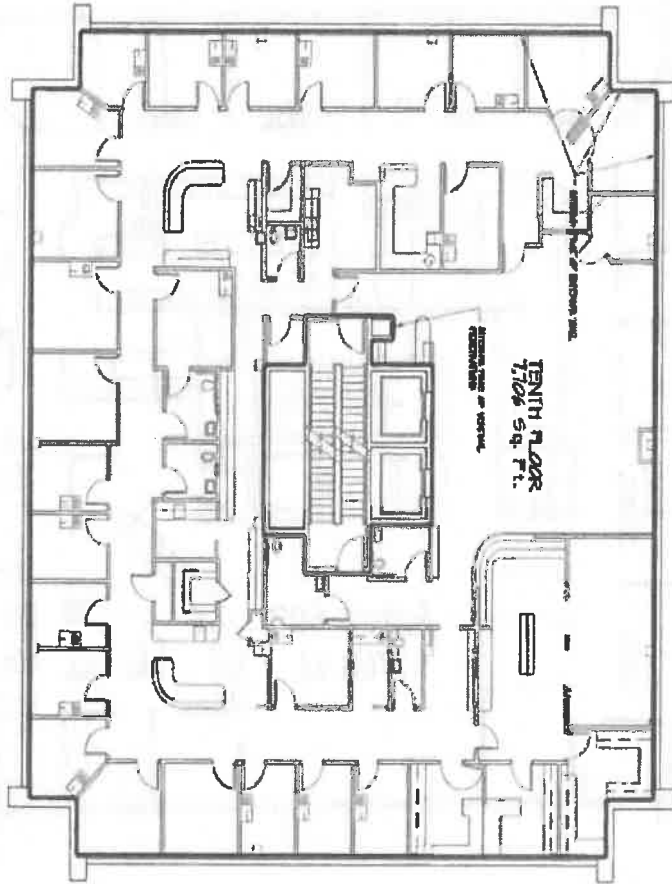


EXHIBIT E
DISPOSAL AND CLEANING SERVICES

The information below outlines the routine cleaning services provided to each tenant as a component of the base lease rate. There may be a need to make minor modifications to the cleaning schedule based on the type or kind of service provided by Tenant. If the requested modification can be accommodated without any additional cost incurred by landlord we will incorporate the modification into the routine cleaning schedule for that tenant. If the requested modification requires additional compensation for service, Tenant will be notified and will be given the option of paying for or declining the service.

DAILY: (MONDAY THRU FRIDAY)

Suites; including reception area, waiting rooms, offices, conference rooms:

1. Empty all trash containers; remove trash to designated area. Replace Liners.
2. Dust and or wipe all exposed horizontal surfaces of desks, file cabinets, countertops, table, chairs, ledges, etc. Countertops to be wiped with disinfectant to sanitize.
3. Vacuum all traffic lanes of carpet.
4. Clean and polish all drinking fountains, de-scale as needed.
5. Sweep, dust mop and damp mop hard surface floors. Use proper wood care products on wood areas.

Clean all restrooms as follows:

1. Empty waste containers; remove trash to designated area. Replace liners.
2. Clean sink, countertops, and mirrors. Countertops are to be sanitized.
3. Clean and sanitize all toilet stools and urinals including both sides of all toilets seats.
4. Spot clean walls as needed.
5. Refill soap dispensers, toilet paper, paper towel dispensers.
6. Dust mop and damp mop restroom floors with disinfectant to sanitize.

Clean all Lab areas and nurse stations as follows:

1. Empty Waste containers; remove trash to designated area. Replace liners.
2. Clean and polish all sinks and countertops if unobstructed. Counters to be sanitized.
3. Damp wipe all counters, splash guards and work area if unobstructed.
4. Dust mop and damp mop tile floors with disinfectant to sanitize.
5. Vacuum carpeting.

Clean all kitchen areas or break rooms as follows:

1. Empty all trash; remove trash to designated area. Replace liners.

2. Damp wipe all tables and chairs.
3. Damp wipe all appliances' exteriors.
4. Clean and polish all sinks.
5. Damp wipe all counters.
6. Dust mop and damp mop tile floors, vacuum carpeting.

Clean exam rooms as follows:

1. Empty waste receptacles; remove trash to designated area. Replace liners.
2. Clean and polish all sinks, counters, and mirrors. Sanitize counters.
3. Dust and or damp wipe stools, side chairs, and floor lights.
4. Vacuum carpeting or dust and damp mop tile floors using disinfectant to sanitize floor.

Spot clean interior glass as follows:

1. All interior suite partitions.
2. Both sides of entry doors and side lights.
3. Mirrors

Clean public restrooms as follows:

1. Empty trash; remove trash to designated area. Replace liners.
2. Damp wipe partitions.
3. Clean and polish all sinks and counters.
4. Clean and sanitize all toilet stools and urinals including both sides of toilet seats.
5. Spot clean walls as needed.
6. Clean all mirrors.
7. Replace toilet tissue, paper towels and hand soap.
8. Dust mop and damp mop floors using disinfectant to sanitize.

Public areas, entrances, hallways, lobbies, meeting rooms:

1. Clean both sides of entrance glass doors at building entrances.
2. Remove all trash from lobby. Replace liners.
3. Clean vending rooms.
4. Elevators to be cleaned with appropriate cleaner for the door finish and walls. Clean tracks for elevator doors.
5. Dust mop and wet mop lobby floor and vacuum rugs and hallway on ground floor.
6. Vacuum all hallways. Spot clean carpets.
7. Sweep and spot mop stairwells.
8. Clean and sanitize drinking fountains.
9. Check meeting rooms daily for cleaning.
10. Dust furniture and spot clean.

* Any items located against, on, or near the trash cans that are questionable such as boxes, folders, books, binders, papers, etc. should be left and not thrown away. Place note on the items in question asking if it is trash or not.

WEEKLY DUTIES:

1. Dust all high horizontal surfaces, and picture frames.
2. Clean and sanitize telephones.
3. Dust all baseboards,
4. Perform edge vacuuming of carpet. Use portable extractor to clean spills and spots.
5. Damp mop enclosed stairwells.
6. Clean around light switches, door frames to remove handprints.
7. Spot clean all doors, frames, light switched, walls, kick plates.

MONTHLY DUTIES:

1. Dust all mini blinds in suites, as needed.
2. Spot clean washable walls.
3. Remove fingerprints from laminated cabinets.
4. Damp clean handrails in stairwells.
5. Damp clean baseboards
6. Vacuum upholstered chairs in waiting rooms.

Tenant Responsibilities to Furnish Supplies within the Premises

Tenant is responsible to provide products to be used within the Premises such as toilet tissue, paper towels, toilet seat liners and hand soap, etc. Landlord shall provide trash liners.

Tile Floor Program:

1. High speed burnish VCT vinyl hallways and VCT vinyl lobbies in suites monthly.
2. Machine scrub and recoat high traffic public, hallways, and vinyl lobbies every three months.
3. Perform machine scrub and wax every 6 months—in all areas. Perform once a year strip. When doing work on Sheet Vinyl Tile—use the proper stripper designed for linoleum to prevent damage to these floors.
4. Machine scrub ceramic and quarry tile floors in common public restrooms once a month.
5. Machine scrub hard surface floors in lobbies once a month.
6. Machine scrub ceramic tile floors in suite restrooms quarterly.

Carpet Program:

1. Use spot clean program to clean spots/spills as they occur with portable extractor.
2. Shampoo main common corridors, high traffic and waiting rooms bi-monthly.
3. Clean and shampoo other areas every 6 months.

4. Extract carpets once a year.

Miscellaneous Services:

1. Notify administrative contact of any irregularities (defective plumbing, unlocked doors, lights left on, inventory requirements, security and/or safety concerns, etc.).
2. Turn off all lights except those designated as security lighting, close windows and lock all doors nightly.
3. Keep all equipment in a neat and orderly manner at all times.
4. Carry out inspection orientated walkthrough of building weekly.
5. Turn off any personal fans, heaters, lighted decorations, etc. Inform administration of patterns.
6. Clearly identify wet floors with proper signage at all times.

EXHIBIT F
RULES AND REGULATIONS

It is further agreed that the following rules and regulations shall be and are hereby made a part of this Lease, and Tenant agrees that its employees and agents or any others permitted by Tenant to occupy or enter said Premises, will at all times abide by said rules and regulations and that a default in the performance and observance thereof shall operate the same as any default in this Lease.

- a. The parking lots, sidewalks, entryways, passages, corridors, stairways and elevators of the Building and Premises shall not be obstructed by Tenant, its agents or employees, or used for any other purpose than ingress and egress to and from the Premises and/or Building.
- b. Furniture, equipment, or supplies shall be moved in or out of the Building only upon the elevator designated by Landlord, and then only during such hours and in such a manner as prescribed by Landlord.
- c. Signs, notices, advertisements, or other inscriptions shall not be placed upon the transoms or upon any other part of the Building except upon the entrance doors and building directory, and then only by such sign writers, and of such size, form and color as shall be first specified by Landlord.
- d. Tenant shall not do or permit anything to be done on the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other Tenants or Landlord, or in any way injure or annoy them, or conflict with the laws relating to fire, or with regulations of the fire department or with any insurance policy upon the Building or any part thereof, or conflict with any of the rules or ordinances of the Department of Health of Greene County or with any applicable safety code.
- e. Water closets and other fixtures shall not be used for any purpose other than that for which the same are intended and any damage resulting from misuse on the part of Tenant, its agents or employees, shall be paid for by Tenant. No person shall waste water by tying back or wedging the faucets, or in any other manner.
- f. No animals shall be allowed in the offices, halls, corridors and elevators of the Building.

g. Bicycles or other vehicles shall not be permitted to be kept in the halls, corridors and elevators of the Building, nor shall any obstruction of sidewalks or entrances of the Building by such be permitted. Landlord shall have no responsibility or liability whatsoever for any lost or stolen bicycles.

h. No person shall disturb the occupants of this or adjoining buildings or premises by the use of any radio or musical instrument or by making of loud or improper noises.

i. Tenant shall not allow anything to be placed on the outside window ledges of the Building, nor shall anything be thrown by Tenant, its agents or employees out of the windows or doors, or down the elevator shafts.

j. No additional lock or locks shall be placed by Tenant on any door in the Building unless written consent by Landlord shall first have been obtained. A reasonable number of keys to the Premises will be furnished by Landlord to Tenant. At the termination of this tenancy, Tenant shall promptly return to Landlord all known keys to the Premises.

k. No awnings or other obstructions shall be placed over the windows or doorways except by the prior written consent of Landlord.

l. Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the Premises. The use of oil, gas or combustible liquids for heating, lighting or any other purpose is expressly prohibited without the written consent of Landlord first having been obtained. Explosives or other articles deemed extra hazardous shall not be brought into the Building. It is understood that this clause shall not prohibit Tenant's use of such items as Bunsen burners, spirit lamps, anesthesia apparatus or similar items, provided that due care and precaution are taken in their handling and use.

m. If any Tenant desires telegraphic, telephonic or other electrical connections, Landlord or its agents will direct electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted. Any such installation and connection will be made at Tenant's expense. No wires for electric or other purposes may be introduced nor will boring or cutting of present wires be allowed without the written consent of Landlord and then only under Landlord's direction.

n. Except as permitted by Landlord, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into or in any way deface the walls, ceilings, partitions or floors of the Premises or of the Building and any defacement, damage or injury caused by Tenant, its agents, employees, invitees, licensees, or guests shall be paid for by Tenant.

o. Landlord shall at all times have the right, by its officers or agents, to enter the Premises, to inspect and examine it, and to show it to persons wishing to lease the space, and may at any time within thirty (30) days prior to the termination of this Lease, place upon the doors and windows of the Premises the notice, "For Rent," which said notice shall not be removed by Tenant.

p. Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be needed and desirable for the safety, care and cleanliness of the Premises and the Building, and for the preservation of good order therein.

q. Landlord will not be responsible to any tenant for any loss of property from the Premises however occurring except through the negligence or willful misconduct of Landlord.

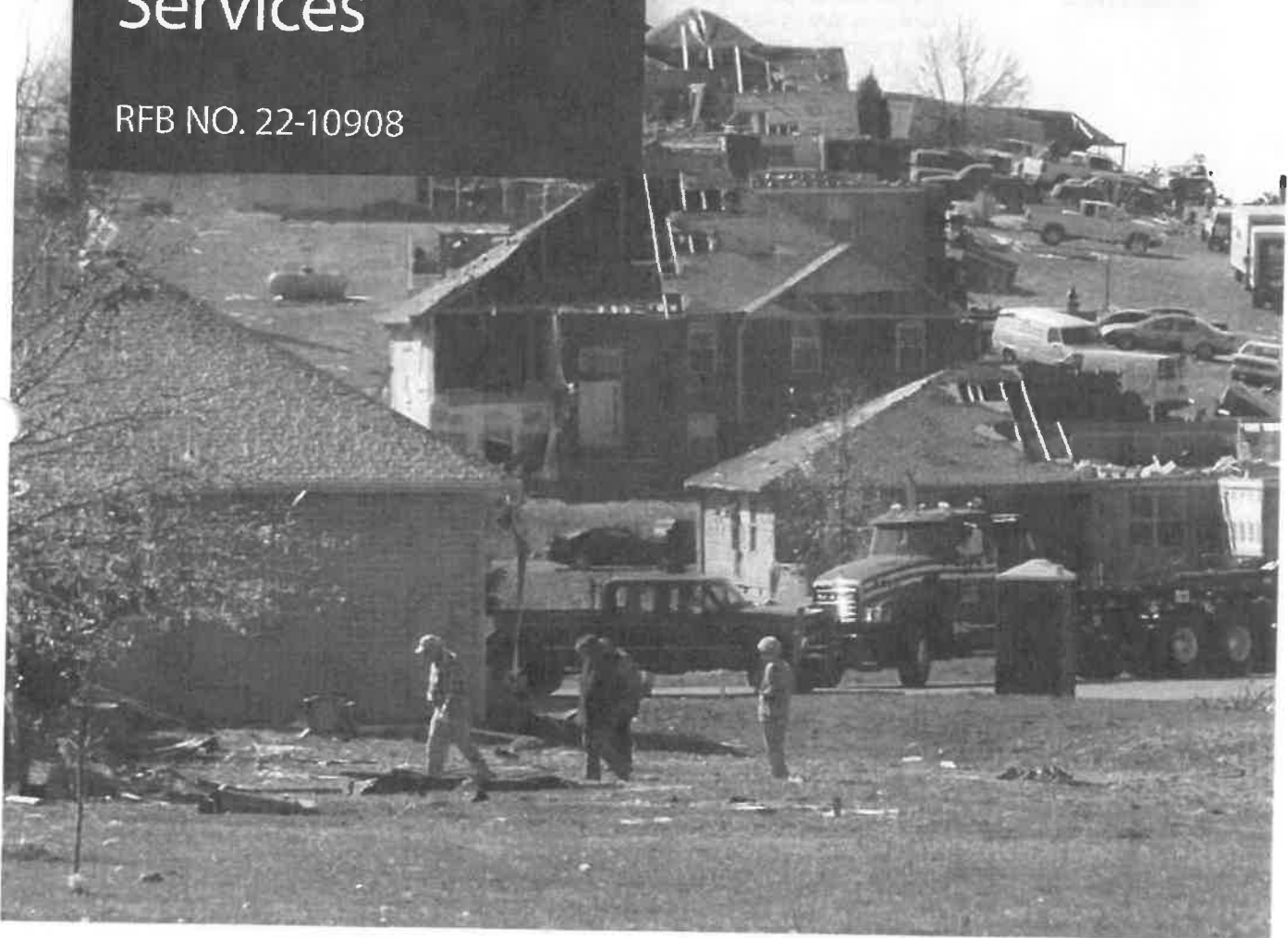
r. There shall be no smoking by Tenant, Tenant's employees or agents in the Building.

GREENE COUNTY, MISSOURI



Debris Management and Monitoring Services

RFB NO. 22-10908



PROPOSAL | MARCH 2022 | ORIGINAL



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

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1st DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2nd DISTRICT

RFB NO.: 22-10908
TITLE: Debris Mgmt. & Monitoring Services
ISSUE DATE: 03/01/2022

CONTACT: Laura Merriman
PHONE: (417)868-4014
E-MAIL: lmerriman@greencountymo.gov

SUBMITTALS: Submit BOTH hard copy AND electronic bid documents:
Hard copy due no later than 03/29/2022 at 2:00pm CST
• Greene County Purchasing Department
1443 North Robberson, 10th Floor
Springfield, MO 65802
Electronic copy due after 2:00pm CT on 03/29/2022, but before 2:00pm CT on 03/30/2022
Emailed to LMerriman@greencountymo.gov

INSTRUCTIONS: Print the RFB Number and Due Date on the outside of the package and return this entire document (pages 1-27), with the bid submittal.

CONTRACT TERM: It is anticipated that the contract shall commence on or about 06/01/2022 for a three (3) year term, with options to renew at both parties' discretion, up to two (2) additional one (1) year periods.

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

As requested, at various locations within Greene County.

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 of the RFB. 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

Tetra Tech, Inc.

Business Name
938 S. Highway Drive

Street Address
Fenton, MO 63026

City, State, Zip Code
321-441-8500

Phone Number
95-4148514

Federal Tax ID Number



Authorized Signature
Jonathan Burgiel

Printed Name
Business Unit President

Title
March 25, 2022

Date
TDR.contracts@tetrattech.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
RFB Specifications
References
Attachments I, II, and III
Terms and Conditions

Introduction and General Information

PURPOSE: This document constitutes a Request for Bid from prospective contractors to provide Debris Management and Monitoring Services for Greene County, Missouri.

It is the intent of Greene County to allow local governments and other governmental agencies within its jurisdictional boundaries to utilize this contract by entering into a cooperative purchasing agreement. This agreement stipulates that any modifications or changes to this document and resulting contract(s) including but not limited to consultant requirements, scope, or price be submitted to Greene County in writing for acceptance and approval as originator of this contract.

The resulting contract term will be for three (3) years with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties. Price adjustments for the resulting contract schedule rates will be up for negotiation at each of the two (2) renewal option years.

When responding to this RFB, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the RFB specifications. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.

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.

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.

NOTORIZED AFFIDAVITS: Refer to Attachment I, Notice and Instructions to Bidders/Vendors regarding Sections 285.525 through 285.550 RSMO, effective January 1, 2009 and Section 292.675 RSMO, effective August 28, 2009, attached hereto.

INSTRUCTIONS TO BIDDERS

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 RFB.

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 Purchasing Department, 1443 N. Robberson, 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 can be emailed upon request or 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.

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 the Purchasing Director.

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.

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 be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies 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 be in compliance 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)

Sincerely,

Laura Merriman

Laura Merriman
Purchasing Director

RFB Specifications

Proposers are required to prepare their proposals in accordance with the instructions outlined. Each proposer is required to submit the proposal in a sealed package, with the proposer name, RFB number, and proposal time/ date marked clearly on the proposal submission.

Provide one (1) original and one digital version as an original Portable Document Format (PDF). Only original documents generated as an electronic document from the computer, prior to scanning, is acceptable.

Submittals shall be made on 8 ½" x 11" paper, side bound with a Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty-five (25) sheets (50 pages double-sided). Front/ back covers, Table of Contents and Tab pages are excluded from these totals. The proposal must be divided into tabbed sections with references to all parts of this RFB done on a section number/ paragraph number/ letter basis. Complete responses to each of the following categories are required. All submittals must contain the following information:

1. Introduction – Executive Summary and Company Information

a. Executive Summary

The purpose of the Introduction is to provide information about the proposing Consultant, as well as the Consultant's approach to this type of contract. Specifically, the executive summary should be written in non-technical language that can be clearly understood by County officials. The section should be concise and should present only information that is relevant to this contract.

b. Each respondent shall provide the following company information:

- i. Consultant's name and business address, including telephone and fax number, email address and website address.
- ii. The type of Consultant (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- iii. Year established. Include former Consultant name(s) and year(s) established.
- iv. The name, title, address and telephone number of the Consultant's primary contact for this contract. The person identified must be empowered to make binding commitments for the Consultant and its subcontractors.
- v. A copy of the most recently audited financial statement.

2. Technical Approach

Provide a general discussion of the proposing Consultant's technical project approach to include start up procedures/ requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/ invoice reporting procedures to FEMA and the County.

3. Training and Safety

Provide a copy of Consultant's internal training program and an option for training County personnel. Provide under separate cover the Consultant's Debris Removal and DMS Monitors' training manual and Operations Plan to include Project Health and Safety Plans for all operations.

4. Qualifications of Consultant

- a. Provide evidence of satisfactory completion of disaster debris monitoring in the past seven (7) years at similar jurisdictions by providing the:
 - 1) Type of disaster: ice, snow, storm, tornado, flood, etc.
 - 2) Type of jurisdiction: city, county, state or combination collection and DMS debris monitoring assignments. Include the number of monitors deployed.
 - 3) Scope, project budget, and operational duration.
 - 4) FEMA reimbursements, actions and issue resolution
 - 5) Sub-consultants/ subcontractors that are proposed for this project

5. Claims

Seven (7) year claims/ litigation history, claims resolution, and status of the claims.

6. References

Provide at least four (4) references for which the Consultant has performed services within the past seven (7) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 1,000,000 cubic yards of debris, preferably including the following debris types: vegetative debris, construction materials, white goods and household hazardous materials. Provide the reference contact name, address, email address, telephone number, along with the date and amount of the contract.

Greene County reserves the right to review the audit of any previous FEMA reimbursement project.

7. Qualifications of Staff

Key project staff (management staff including, but not limited to: Debris Removal Operations project manager, collection and disposal operations field supervisors, clerical/ data supervisor, etc.) must be full-time employees of the proposing Consultant and have the following:

- a. Experience demonstrating current capacity and current expertise is debris removal, solid waste and hazardous waste management and disposal. Each proposed key project staff person must demonstrate experience managing debris monitoring for at least three (3) government entities involving a minimum of 1,000,000 cubic yards of debris for each client.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes including FEMA reimbursable projects.
- c. Experience with special disaster recovery program management services including private property/ right on entry work, leaner/ hanger removal programs, processing site monitoring, FEMA reimbursement.

8. Project Management

Consultants must provide a proposed organizational chart for services to be provided to the County. This must include:

- a. Resumes of key professional staff anticipated to work on Greene County projects.

- b. Description of the type of involvement by individuals within the firm with the County contract.
- c. Information regarding the current workload for the key staff to address the applicant's ability to supply adequate staffing for the contract.
- d. Detailed information on the staff's experience demonstrating current capacity and current expertise in debris removal management and disposal.

9. Exceptions

List any exceptions/ deviations to the RFB specifications on a separate page.

10. Cost Proposal

Submit an hourly billing rate schedule for all required staff that will be assigned to work on this contract. Each proposer must complete and submit the Cost Proposal Form/ Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the Cost Proposal Form for the labor positions listed, plus any additional staff included by the proposer. Any miscellaneous cost such as travel, per diem, load tickets, communications, equipment rental, etc. should be rolled into these hourly rates.

Scope of Services

The County requires disaster management, recovery and consulting services to support the oversight and management of debris recovery contractors. Other services may include, but not be limited to: facilitating communications with FEMA, FHWA (Federal Highway Administration), the State of Missouri and other state and federal agencies.

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, and other public, eligible, or designated areas. Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the County and debris removal contractor(s).
2. Selection and permitting of TDSRS (Temporary Debris Storage and Reduction Sites) locations and any other permitting/ regulatory issues as necessary.
3. Scheduling work for all team members and coordinating with contractors on a daily basis.
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and providing/ implementing recommendations to improve efficiency and hasten recovery work.
6. Assisting the County with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Issuing loading tickets and entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).
10. Developing daily operational reports to keep the County informed of work progress.

11. Development of maps, GIS applications, etc., as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to County for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
14. Disaster related damage assessment and reconstruction services, as needed.
15. Final report and appeal preparation and assistance.
16. Other disaster recovery services as requested by the County.
17. Separation of all records according to jurisdiction.

Cost Proposal Form

The hourly labor rates shall include all applicable overhead and profit. Please show itemized cost in an appendix. Any non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, or other direct or indirect project expenses) should be included in the hourly rates provided below.

POSITIONS	HOURLY RATES
Project Manager	\$ <u>76.00</u>
Operations Manager	\$ <u>62.00</u>
GIS Analyst	\$ <u>50.00</u>
Field Supervisors	\$ <u>45.00</u>
Debris Site/ Tower Monitors	\$ <u>34.00</u>
Load Ticket Data Entry Clerk	\$ <u>-</u>
Billing/ Invoice Analysts	\$ <u>45.00</u>
Project Assistants	\$ <u>32.00</u>
Field Coordinators	\$ <u>34.00</u>

Other Required Positions

Proposer may include other positions, with hourly rates, as needed.

Additional Positions – Debris Monitoring	
POSITIONS	HOURLY RATES
Data Manager	\$55.00
Additional Positions – Grant Management	
POSITIONS	HOURLY RATES
Grant Program & Administrative Support	\$42.00
Research Assistant	\$51.00
Analytical Aide/Surveyor	\$75.00
Consulting Aide/Cost Estimator	\$85.00
Junior Consultant	\$100.00
Consultant	\$115.00
Senior Consultant	\$125.00
Supervising Consultant	\$145.00
Program Manager	\$165.00
Senior Program Manager	\$175.00
Principal Consultant	\$190.00
Subject Matter Expert	\$225.00
Additional Positions – Damage Assessment and Reconstruction	
Administrative Specialist III	\$76.80
Project Administrator	\$90.00
Program Planner	\$96.00
Engineering Design/CAD	\$120.00
Consultant	\$132.00
PA/GM Consultant	\$138.00
Jr. Engineer	\$150.00
Mid Engineer	\$162.00
Sr. PA/GM Consultant	\$162.00
Project/Program Manager/Supervising PA Consultant	\$174.00
Sr. Engineer/Structural	\$180.00
Project Manager/Sr. Engineer	\$189.60
Program/QC Manager	\$198.00
Environmental Engineer	\$210.00

**To the extent that legal services are required for FEMA appeals support, such legal services will be billed at a rate of \$350 per hour.*

Selection Process

Upon receipt of bids from respondents, an evaluation committee will review and select the contractor that appears to be most favorable to provide services as described herein.

The following criteria will be considered to select the Contractor awarded this contract:

1. Firm Qualifications
2. Qualifications on Similar Sized Projects (1,000,000 Yd³+)
3. Emergency Planning/ Response Experience
4. Cost

After selection, the committee will begin negotiations with a specific provider. After successful negotiations of specific contract terms, conditions, fees, etc., with the selected contractor, the proposed contract will be forwarded to the Greene County Commission for approval.

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.

Name: City of Callaway, Florida
Address: 6601 SR-22 Panama City, FL 32404
Tel No.: 850-871-6000
Fax No: N/A
Email: citymanager@cityofcallaway.com
Contact: Eddie Cook, City Manager

Name: Polk County, Florida
Address: 300 Sheffield Road Winter Haven, FL33880
Tel No.: 863-581-0163
Fax No 863-534-7339
Email: jayjarvis@polk-county.net
Contact: Jay Jarvis, Director, Roads & Drainage Division

Name: Linn County, Iowa
Address: 935 2nd Street SW Cedar Rapids, IA 52404
Tel No.: 319-350-5620
Fax No N/A
Email: brent.oleson@linncounty.org
Contact: Brent Oleson, County Supervisor

Name: City of Lake Charles, Louisiana
Address: 4331 E Broad Street Lake Charles, LA 70615
Tel No.: 337-491-1220
Fax No N/A
Email: stacy.dowden@cityoflc.us
Contact: Stacy Dowden, Director of Public Works

BID SUBMISSION CHECKLIST

For this bid submission, you are required to include:

- ✓ Completed & signed bid document
- ✓ Attachment I (E-verify)
- ✓ Attachment II (E-Verify MOU)
- Attachment III Affidavit of compliance with section 34.600 R.S.MO., ET SEQ. for contracts over \$100,000.00

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

- ✓ Insurance certificate

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 March 29, 2022 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 shall commence on or about 06/01/2022 ("Commencement Date") and shall continue through 06/01/2025 with the option to renew for two (2) additional one-year periods, for a total of five years.
- D. **Party Representatives:**
- D.1. The County designates the following person to act on County's behalf: The Greene County Highway Department Administrator or his designated representative
- D.2. The Contractor designates the following person to act on Contractor's behalf: See the contact name 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): One million dollars (\$1,000,000.00) per claims made.
- 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 (\$459,893.00 per claimant and \$3,065,952.00 per occurrence for 2022) 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.

2.10 Non- Waiver of Sovereign Immunity: a. County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. 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. b. To the extent that Contractor is required to provide any insurance coverage to County or its officials, officers or employees, that coverage may not waive any immunity of any kind. Any certificate of insurance issued to or for County should state that the insurance provided is not a waiver, and is not intended to waive, any immunity, (sovereign, official or other). Further, Contractor's insurer(s) shall acknowledge that their coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state, or local law, ordinance or custom. For example, the Certificate of Insurance from a 3rd party liability insurance carrier providing a liability insurance policy procured and maintained by the Contractor, which shall name County as an addition insured, shall state in the "Additional Remarks" section: "County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. The insurance provided in this policy, which names County as an additional insured, is not a waiver, and is not intended to waive, any immunity (sovereign, official or other) of County. Contractor's Insurer(s) acknowledges this coverage is not

intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri by any federal, state, or local law, ordinance or custom."

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) 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.
- 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, precedent required as a condition of award. See Attachment III.

- 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: Laura Mervin
Purchasing Director

Date: April 18, 2022

By: [Signature]
Greene County Administrator

Date: 2/4-2022

By: [Signature]
Presiding Commissioner

Date: 04/21/22

By: [Signature]
Commissioner District 1

Date: 04/21/2022

By: [Signature]
Commissioner District 2

Date: 4/21/2022

By: _____
Greene County Office of Emergency Management, Director

Date: _____

CONTRACTOR

By: Jonathan Burgiel [Signature]

Title: Business Unit President

By: _____

Title: _____

AUDITOR CERTIFICATION

ATTEST BY: _____
Greene County Clerk

Date: _____

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: _____

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

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.

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.

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:

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 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that 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 Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

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

3. 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.

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*

Copies of affidavits can be found and downloaded on the Greene County Purchasing website; <http://www.greenecountymo.org/purchasing/index.php>. See *attached samples*

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/xprevprot/programs/qc_1185221678150.shtm

or by calling 888-464-4218.

ATTACHMENT I



**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements In excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Florida)
) ss.
COUNTY OF Orange)

Before me, the undersigned Notary Public, in and for the County of Orange
State of Florida, personally appeared Jonathan Burgiel (Name)
who is Business Unit President (Title) of Tetra Tech, Inc., a corporation
(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 R.S.Mo., et seq.

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

Jonathan Burgiel
Signature

Name: Jonathan Burgiel

Subscribed and sworn to before me this 25 day of March, 2022



Steph K Kilgore
Notary Public

My commission expires: May 10, 2022

Company ID Number: 1296212

Approved by:

Employer Tetra Tech	
Name (Please Type or Print) Michelle L Renta	Title
Signature Electronically Signed	Date 05/03/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/03/2018

ATTACHMENT III

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

STATE OF Florida)
) ss.
COUNTY OF Orange)

Before me, the undersigned Notary Public, in and for the County of Orange, State of Florida, personally appeared Jonathan Burgiel (*Name*) who is Business Unit President (*Title*) of Tetra Tech, Inc., a corporation (*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.

Jonathan Burgiel
Signature

Jonathan Burgiel
Name

Subscribed and sworn to before me this 25 day of March, 2022.

Steph Kigore
Notary Public

My commission expires: May 10, 2022



TERMS AND CONDITIONS

PREPARATION OF BIDS

- A. Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the RFB. 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 RFB 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 RFB form, (2) contain all information required by the RFB, (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 RFB 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 RFB, 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 the Purchasing Director.
- 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 RFB to a single source. Such notification must be submitted in writing and must be received by the Purchasing Director not later than five (5) days prior to the closing date. A review will be made of any such notifications.

TERMS AND CONDITIONS OF PURCHASE

- A. **BINDING CONTRACT:** A document in the form of a written purchase order or "Notice of Contract Award", signed by the seller and countersigned by the Purchasing Director 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 the Purchasing Director.

- B. **QUANTITIES:** Greene County, Missouri (hereafter referred to as County) shall assume no obligation for articles or materials shipped in excess of the quantity ordered. Unauthorized quantities are subject to the county's rejection and shall be returned at the seller's expense.
- C. **DELIVERY:** If deliveries are not made within a reasonable time, the County reserves the right to cancel or to purchase materials and/or services elsewhere. Seller may be liable for re-procurement cost.

- D. SHIPMENT: Deliveries shall be F.O.B. destination unless otherwise specified by the county.
- E. 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. The county will not make any advance deposits. Payment shall be issued thirty (30) days from invoice date, or from final acceptance of goods, whichever is later.
- F. INSPECTION AND ACCEPTANCE: No material received by the county pursuant to the contract shall be deemed accepted until the county has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to the warranty of the seller upon inspection or at any later time, if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the seller's expense for full credit or replacement. Such right-to-return offer to the county arising from the county's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the county may have therefore.
- G. 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 good 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 materials or goods, or by payment for them.
- H. 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 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.
- I. 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.
- J. 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 Fair Labor Standards Act of 1938, as amended.
- K. 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.
- L. 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 contractor or any of his subcontractors, in the sole judgment and discretion of the county. If the contract is so terminated, the county may purchase upon such terms and in such manner as the Purchasing Director may deem appropriate, supplies or services similar to those so terminated, and the contractor will be liable for additional costs occasioned thereby.
- M. NON-DISCRIMINATION IN EMPLOYMENT: In connection with the furnishing of supplies or performance of work under the contract, Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices,

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

- N. PERFORMANCE BONDS: If required as condition for contract award, the amount of a performance bond will be described in the RFB 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 RFB.
- O. 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.
- P. 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.

Letter of Transmittal

March 29, 2022

Laura Merriman
Greene County Purchasing Department
1443 North Robberson, 10th Floor
Springfield, MO 65802

Subject: Debris Management & Monitoring Services (22-10908)

Dear Ms. Merriman and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to Greene County's request for proposals for Debris Management and Monitoring Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County:

- **Tetra Tech is a national leader in disaster debris monitoring.** Our team has successfully assisted **over 300 local and state government clients across the nation** with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the removal of **over 160 million cubic yards (CYs) of debris**, resulting in excess of **\$8 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- **Tetra Tech provides a deeply experienced project management team.** We have assembled a team of disaster debris experts who were specifically selected for this engagement based on their experience, programmatic expertise, and availability to respond to County's needs. Leading the Tetra Tech Disaster Recovery division is **Mr. Jonathan Burgiel, a 35-year veteran of the industry who is a leading expert in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.** Additionally, Kim Bowyer, our proposed project manager, is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA Public Assistance (PA) Grant Program.
- **Tetra Tech provides a cost-effective solution to recovering communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. **Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative:

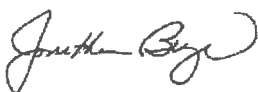
Mr. Simon Carlyle, Client Liaison
2301 Lucien Way, Suite 120, Maitland, FL 32751
407-803-2525 | 321-441-8501 (f)
simon.carlyle@tetratech.com

Contractual Representative:

Ms. Marina Armanious, Contracts Coordinator
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 321-441-8511 | Fax: 321-441-8501
TDR.contracts@tetratech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery