



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 4941)

Meeting: 06/20/25 9:30 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Madi Hires Raines
Initiator: Madi Hires Raines
Sponsors:
Doc ID: 4941

Meeting Attachments

ATTACHMENTS:

- 1 - 20 JUNE 2025- ADS UPGRADE PROPOSAL
- 2 - 20 JUNE 20225- BID TABULATION LINE
- 3 - 20 JUNE 2025- BID TABULATION SUMMARY
- 4 - 20 JUNE 2025- SUPPLIER RESPONSE- HODGES TREE TRIMMING LLC
- 5 - 20 JUNE 2025- SUPPLIER RESPONSE- MONSTER TREE SERVICE OF SPRINGFIELD AND BRANSON
- 6 - 20 JUNE 2025- SUPPLIER RESPONSE- PILGRIMS TREE SERVICE
- 7 - 20 JUNE 2025- SUPPLIER RESPONSE- SHAWNEE MISSION TREE SERVICE
- 8 - 20 JUNE 2025- SUPPLIER RESPONSE- TRUFAST TREE SERVICE
- 9 - 20 JUNE 2025-PILGRIMS TREE SERVICE- ITB #2025-6- TREE TRIMMING AND REMOVAL SERVICES
- 10 - 20 JUNE 2025- AWARD LETTER HODGES AND MONSTER
- 11 - 20 JUNE 2025- CAMPUS PROGRESS UPDATE WEEK OF 6-19-2025

Johnson Controls planned service proposal

Prepared for CHRISTIAN COUNTY CIRCUIT COURTHOUSE

Customer
CHRISTIAN COUNTY CIRCUIT
COURTHOUSE

Local Johnson Controls Office
2757 S AUSTIN AVE
SPRINGFIELD, MO 65807-4180

Agreement Start Date:
05/01/2025

Proposal Date
05/30/2025

Estimate No:
1-1QDJ2EH4



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CHRISTIAN COUNTY CIRCUIT COURTHOUSE

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 4 Years starting 05/01/2025 and ending 04/30/2029.
- The agreement price for first year is \$21,675.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Brandon McTeer
HVAC Account Representative
(417)-839-7607

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

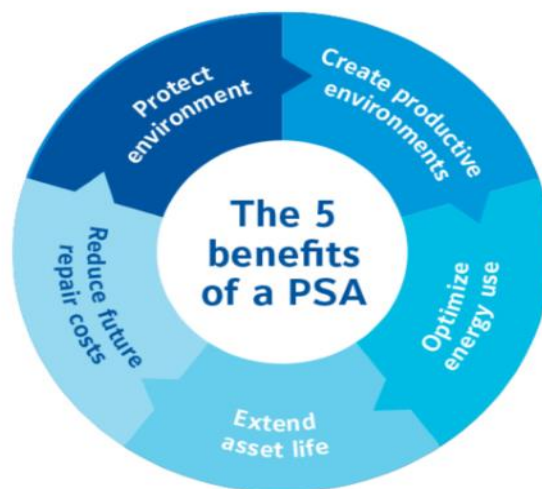
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with “The 5 Values of Planned Maintenance” and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : CHRISTIAN COUNTY CIRCUIT COURTHOUSE
Address: 102 W WALNUT ST OZARK,MO 65721-9204
Proposal Date: 05/30/2025
Estimate #: 1-1QDJ2EH4

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 05/01/2025 and will continue until 04/30/2029 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$21,675.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location: CHRISTIAN COUNTY COMMISSION
100 W CHURCH ST
OZARK,MO 65721

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
- ☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
- ☐ No: Please submit invoices via mail
- ☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:	Customer Manager:
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JCI Manager Signature:	Customer Manager Signature:
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Title:	Date:	Title:	Date:
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JCI Branch: **JOHNSON CNTRL SPRINGFLD MO CB - 0N57**
Address:**2757 S AUSTIN AVE**
SPRINGFIELD,MO 65807-4180
Branch Phone:**(866) 208-7292**
Branch Email:

Schedule A - Equipment List

CHRISTIAN COUNTY CIRCUIT COURTHOUSE	102 W WALNUT ST OZARK, MO 65721-9204
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Expert Tier			
Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS			
Quantity: 1	Services Provided	1	ADS Site Dir Software
Coverage Level: Basic			Subscription 3-year (up to 4 engines) - Subscription Only
Year to Be Inactivated: Year 2		1	ADS Site Dir or NON-Site Dir Software Upgrade
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Controls			
Quantity: 1	Services Provided	4	Preventive Maintenance
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Controls			
Quantity: 1	Services Provided	1	Preventive Maintenance
Coverage Level: Basic			
Year to Be Inactivated: Year 2			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Equipment tasking

Block Hours - Controls

Preventive Maintenance Check with appropriate customer representative for operational deficiencies
Perform scheduled block hour tasks
Complete any required maintenance checklists, report observations to appropriate customer representative

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

ADS Site Dir Software All work must be performed in accordance with Johnson Controls safety policies
Subscription 3-year (up to 4 engines) - Check with appropriate customer representative for operational deficiencies
Subscription Only Upgrade ADS software to latest Metasys release
Document tasks performed during visit and report any observations to appropriate customer representative

ADS Site Dir or All work must be performed in accordance with Johnson Controls safety policies
NON-Site Dir Software Check with appropriate customer representative for operational deficiencies
Upgrade Upgrade ADS software to latest Metasys release
Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$21,656.00	Annually
Year2	\$4,838.00	Annually
Year3	\$5,274.00	Annually
Year4	\$5,749.00	Annually

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS (REV 1/25)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot

Johnson Controls **Planned Service Proposal**

Prepared for CHRISTIAN COUNTY CIRCUIT COURTHOUSE

be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Work performed on a time and material basis shall be at the

then-prevailing JCI rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and charge Customer actual costs, plus a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least sixty (60) days prior to the start of the Renewal Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. If this Agreement extends beyond one year, Johnson Controls may increase prices upon notice to the Customer.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. TERM AND TERMINATION

1. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. The Initial Term of this Agreement is three (3) years. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless the Customer or JCI gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI. No Purchase Order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a Purchase Order.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

4. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

7. In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or

other commodities, if required to perform work required by this Agreement, Customer hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty.

8. JCI may terminate this Agreement and discontinue any Service(s), if JCI's central monitoring center ("CMC") or remote operations center or either of their respective systems is substantially damaged by fire or catastrophe or if JCI is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, JCI's CMC or the Municipal Fire or Police Department or other first responder. If Customer fails to maintain any required licenses or permits, JCI shall not be responsible for performing the services and may terminate the services without notice to Customer. JCI may terminate the services immediately upon notice to the Customer if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

9. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. For termination prior to the end of the Term, Customer agrees to pay JCI, in addition to any outstanding fees and charges for service(s) rendered prior to termination, 50% of the charges for services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide JCI with reasonable access to the premises to remove any JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable.. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other

Johnson Controls **Planned Service Proposal**

Prepared for CHRISTIAN COUNTY CIRCUIT COURTHOUSE

aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. PRIVACY

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from the means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or

Johnson Controls **Planned Service Proposal**
Prepared for CHRISTIAN COUNTY CIRCUIT COURTHOUSE

participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE

UNABLE TO TRANSMIT ALARM SIGNALS TO JCI’S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER’S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER’S ALARM SYSTEM TO JCI’S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER’S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER’S ALARM SYSTEM TO JCI’S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER’S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER’S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

1	LOCATION:					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Pilgrims Tree Service	1	LUMP SUN		\$12,000.00	\$12,000.00
	Monster Tree Service Of Springfi	1	LUMP SUN		\$19,575.00	\$19,575.00
	Trufast Tree Service	1	LUMP SUN		\$33,062.50	\$33,062.50
	Hodges Tree Trimming LLC	1	LUMP SUN		\$35,000.00	\$35,000.00
	Shawnee Mission Tree Service	1	LUMP SUN		\$61,520.00	\$61,520.00

2	LOCATION:					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Pilgrims Tree Service	1	LUMP SUN		\$14,000.00	\$14,000.00
	Monster Tree Service Of Springfi	1	LUMP SUN		\$25,312.50	\$25,312.50
	Trufast Tree Service	1	LUMP SUN		\$28,937.50	\$28,937.50
	Hodges Tree Trimming LLC	1	LUMP SUN		\$35,000.00	\$35,000.00
	Shawnee Mission Tree Service	1	LUMP SUN		\$63,520.00	\$63,520.00

3	LOCATION:					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Pilgrims Tree Service	1	LUMP SUN		\$9,000.00	\$9,000.00
	Hodges Tree Trimming LLC	1	LUMP SUN		\$10,000.00	\$10,000.00
	Trufast Tree Service	1	LUMP SUN		\$13,187.50	\$13,187.50
	Monster Tree Service Of Springfi	1	LUMP SUN		\$18,900.00	\$18,900.00
	Shawnee Mission Tree Service	1	LUMP SUN		\$33,000.00	\$33,000.00

Event Number	2025-6 Addendum 1	Organization	Christian County Missouri Purchasing
Event Title	TREE TRIMMING AND REMOVAL SERVICES,	Workgroup	Purchasing
Event Description	ADDENDUM NUMBER 01INVITATION TO B	Event Owner	Kim Hopkins
Event Type	ITB	Email	khopkins@christiancountymmo.gov
Issue Date	4/18/2025 03:19:06 PM (CT)	Phone	417 (582) 4309
Close Date	5/16/2025 09:00:00 AM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Pilgrims Tree Service	Hartville	MO	5/9/2025 09:27:07 AM (CT)	3	\$35,000.00
Monster Tree Service Of Springf	Sparta	MO	5/15/2025 04:44:41 PM (CT)	3	\$63,787.50
Trufast Tree Service	Springfield	MO	5/13/2025 01:37:59 PM (CT)	3	\$75,187.50
Hodges Tree Trimming LLC	Fair Grove	MO	5/8/2025 03:09:58 PM (CT)	3	\$80,000.00
Shawnee Mission Tree Service	Shawnee	KS	5/15/2025 10:52:16 AM (CT)	3	\$158,040.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



2025-6 Addendum 1 Hodges Tree Trimming LLC Supplier Response

Event Information

Number: 2025-6 Addendum 1
Title: TREE TRIMMING AND REMOVAL SERVICES, COUNTY RIGHTS OF WAY
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/16/2025 09:00 AM (CT)
Notes:

ADDENDUM NUMBER 01 INVITATION TO BID #2025-6 TREE TRIMMING & REMOVAL SERVICES, COUNTY RIGHTS OF WAY

TO PROSPECTIVE BIDDERS: The original Request for Proposal documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document.

A pre-proposal conference was held on April 29, 2025, at 9:30 a.m. at the Christian County Resource Planning building. Attendees included: Luke Vaught, Larry Argo, Vaught Tree; Don Erickson, Oasis Tree Care, Luke Smith, Trufast Tree; Zethlee Hutsel, Aaron Powell, Monster

Tree Service; Christian Diewert, AAA Tree; Chris Hodges, Hodges Tree Trimming; Mark Davidson, Pilgrims Tree Service; Mark Cantrell, Arbor Masters; Miranda Beadles, Brent Young, Ashley Hannah, Kim Hopkins-Will, Adam Day, Rick Maggard, Christian County.

Due to the inclement weather during the preproposal conference, a site visit was not held. Should any tree trimming company prefer to go on a site visit for the three projects with Highway personnel, contact Brent Young at 417-840-7514 by Thursday, May 1, 2025, at 3:00 p.m. to set up a visit. Please note that the Highway Department is open Monday through Thursday from 6:00 a.m. to 4:30 p.m.

The following are questions submitted by prospective bidders and the official response from Christian County.

Q1: Our company currently only utilizes E-Verify in states where it is required. We have many crews working in Missouri. Can you provide more clarity on the E-Verify affidavit of compliance document and its necessity to bid on your projects?

A1: E-Verify is a State of Missouri law, and Christian County requires it for services as described below.

See Attribute #9.

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., Christian 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.

Christian County, Missouri, in order to comply with sections 285.525 through 285.550 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.
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).

Q2: Regarding the trees next to the fence post, how high should they be cut?

A2: They should be cut the same height as the fence post.

Q3: Do the chips need to be leveled?

A3: Yes, the chips need to be leveled, and any excess debris needs to be removed from the site at the contractor's expense.

End of questions.

All else remains the same.

End of Addendum One.

Christian County invites qualified vendors to submit responses for the **ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way**, in accordance with the requirements stated herein. See Bid Specifications and Exhibit A in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. April 28, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for Tree Trimming and Removal Services, County Rights of Way. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County's best interest.

PREPROPOSAL/SITE VISIT CONFERENCE:

A preproposal conference will be held on April 29, 2025 at 9:30 a.m. The meeting will be held at:

**Christian County Resource Management Building
1106 W. Jackson Street
Ozark, Missouri 65721**

The Highway Department will provide a site tour of the areas after the preproposal conference. During the site visit you will have an opportunity to ask questions. Vendors are not required to attend but are **highly encouraged** to attend the conference.

Note: Only vendors in the referenced business will be allowed to participate in this conference/site visit.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by May 16, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or by email at purchasing@christiancountymo.gov for help with registering.

TERM:

This bid is for three projects. It will be necessary to work with the Highway Administrator on the timeline for completion of these projects.

PRICING:

The bidder will provide three (3) Lump Sum prices, one for each project. You will enter your price for each project under the **LINE ITEMS TAB**.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

BID SPECIFICATIONS/QUESTIONS-ANSWERS/EXHIBIT A:

Please see the **Bid Specifications and Locations MAP (Exhibit A)** under the **ATTACHMENTS TAB**.

IDEMNIFICATION:

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 Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class County without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its County seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County includes Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721
Phone: 1 (417) 582-4309
Email: purchasing@christiancountymo.gov

Hodges Tree Trimming LLC Information

Contact: Christopher Hodges
Address: 629 S Magen st
Fair Grove, MO 65648
Phone: (417) 814-4313

By submitting your response, you certify that you are authorized to represent and bind your company.

Christopher Hodges

Signature

Submitted at 5/8/2025 03:09:58 PM (CT)

hodgestreetrimming@gmail.com

Email

Requested Attachments

DECLARATION PAGE MUST BE UPLOADED HERE

Christian county paperwork.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

christain county E verify
paperwork .pdf

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

MOU AND E-VERIFY AFFIDAVIT ARE REQUIRED WHEN AWARD IS MADE.

Bid Attributes

1 Christian County Bidder Responsibilities & Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge that you have reviewed the document.

Yes

2 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

Agree - No Deviations

3 Exceptions to Christian County Bidder Responsibilities & Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above in #2, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

NA

4 Deviations and Exceptions to Specifications

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

NA

5 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

Ensure that you print out and fill out the Declaration Page. You will submit the Declaration Page under the **RESPONSE ATTACHMENTS** TAB.

6 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

7 Business Compliance

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the declaration page and acknowledging any amendment submitted that the vendor 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 vendor shall provide documentation of compliance upon request by Christian County.

8 Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

9 REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

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 with the contracted services.

A copy of the affidavit is attached to this RFP.

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

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TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE

A nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

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Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website:

[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>

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Fuel Charges

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

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Insurance Requirements

Insurance Requirements are attached under the ATTACHMENTS Tab.

An approved CERTIFICATE OF INSURANCE by the County is required before work begins.

1
4**Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

1
5**Determination for Award**

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

1
6**Attachments Required**

Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

1
7**Section 2****BID REQUIREMENTS**

The following items require an answer

1
8**Conflict of Interest Questionnaire**

Does this vendor have conflict of interest with Christian County?

No

1 9	Conflict of Interest pt. 2 If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">NA</div>
2 0	Felony Conviction Details If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable). <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">NA</div>
2 1	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I agree.
2 2	FIRM QUALIFICATIONS <div style="text-align: center; margin: 10px 0;">FIRM QUALIFICATIONS</div> Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Please answer the questions below.
2 3	General Company Information Please provide your general company information: Name of Company Years in Business Owners name and contact information <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Hodges Tree Trimming LLC 14 years Christopher Hodges 417-814-4313</div>
2 4	Applicable Job History Please provide applicable job history. What projects have you worked on that would prepare you for this job? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Christian county hwy project , green county hwy contractor, city of springfield contractor</div>
2 5	Project Manager Provide the Project Managers name and contact info. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Jeff Green county hwy dept 417-860-7707 Greg city of springfield sewer dept - 417-619-8001 Troy city of springfield tree contractor - 417-576-7738</div>
2 6	Certifications List any certifications you have for this type of work? If none, write none. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">OSHA 10, isa certified arborist, Ehap certification, aerial rescue certified, first aid certified</div>
2 7	Christian County Prior Projects Please list any applicable prior projects completed for Christian County Commission. If none, write none. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Prairie Ridge, Road, rocky ridge lane to road runner lane.</div>

28	Three References Required Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use them as a reference.
29	Availability If awarded, weather permitting, approximately, when can you start? <div>As soon as project is awarded.</div>
30	Reference #1 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div>City of springfield Greg 417-619-8001</div>
31	Reference #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div>City of springfield Troy 417-576-7738</div>
32	Reference #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div>Green county hwy Dept Jeff Green 417-860-7707</div>

Bid Lines

1 LOCATION:
COMMON 1 - NORTH MARSHFIELD ROAD - SITE #1

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

2 LOCATION:
COMMON 1 - NORTH MARSHFIELD ROAD - SITE #2

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

3

LOCATION:

COMMON 2 - FERN ROAD - SITE #1, #2 AND #3

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

Response Total: \$80,000.00



2025-6 Addendum 1

Monster Tree Service Of Springfield and Branson

Powells Aventure Corp

Supplier Response

Event Information

Number: 2025-6 Addendum 1
Title: TREE TRIMMING AND REMOVAL SERVICES, COUNTY RIGHTS OF WAY
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/16/2025 09:00 AM (CT)
Notes:

ADDENDUM NUMBER 01

INVITATION TO BID #2025-6

TREE TRIMMING & REMOVAL SERVICES, COUNTY RIGHTS OF WAY

TO PROSPECTIVE BIDDERS: The original Request for Proposal documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document.

A pre-proposal conference was held on April 29, 2025, at 9:30 a.m. at the Christian County Resource Planning building. Attendees included: Luke Vaught, Larry Argo, Vaught Tree; Don Erickson, Oasis Tree Care, Luke Smith, Trufast Tree; Zethlee Hutsel, Aaron Powell, Monster Tree Service; Christian Diewert, AAA Tree; Chris Hodges, Hodges Tree Trimming; Mark Davidson, Pilgrims Tree Service; Mark Cantrell, Arbor Masters; Miranda Beadles, Brent Young, Ashley Hannah, Kim Hopkins-Will, Adam Day, Rick Maggard, Christian County.

Due to the inclement weather during the preproposal conference, a site visit was not held. Should any tree trimming company prefer to go on a site visit for the three projects with Highway personnel, contact Brent Young at 417-840-7514 by Thursday, May 1, 2025, at 3:00 p.m. to set up a visit. Please note that the Highway Department is open Monday through Thursday from 6:00 a.m. to 4:30 p.m.

The following are questions submitted by prospective bidders and the official response from Christian County.

Q1: Our company currently only utilizes E-Verify in states where it is required. We have many crews working in Missouri. Can you provide more clarity on the E-Verify affidavit of compliance document and its necessity to bid on your projects?

A1: E-Verify is a State of Missouri law, and Christian County requires it for services as described below.

See Attribute #9.

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., Christian 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.

Christian County, Missouri, in order to comply with sections 285.525 through 285.550 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.

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)).

Q2: Regarding the trees next to the fence post, how high should they be cut?

A2: They should be cut the same height as the fence post.

Q3: Do the chips need to be leveled?

A3: Yes, the chips need to be leveled, and any excess debris needs to be removed from the site at the contractor's expense.

End of questions.

All else remains the same.

End of Addendum One.

Christian County invites qualified vendors to submit responses for the **ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way**, in accordance with the requirements stated herein. See Bid Specifications and Exhibit A in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. April 28, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for Tree Trimming and Removal Services, County Rights of Way. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County's best interest.

PREPROPOSAL/SITE VISIT CONFERENCE:

A preproposal conference will be held on April 29, 2025 at 9:30 a.m. The meeting will be held at:

**Christian County Resource Management Building
1106 W. Jackson Street
Ozark, Missouri 65721**

The Highway Department will provide a site tour of the areas after the preproposal conference. During the site visit you will have an opportunity to ask questions. Vendors are not required to attend but are **highly encouraged** to attend the conference.

Note: Only vendors in the referenced business will be allowed to participate in this conference/site visit.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by May 16, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or by email at purchasing@christiancountymo.gov for help with registering.

TERM:

This bid is for three projects. It will be necessary to work with the Highway Administrator on the timeline for completion of these projects.

PRICING:

The bidder will provide three (3) Lump Sum prices, one for each project. You will enter your price for each project under the **LINE ITEMS TAB**.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

BID SPECIFICATIONS/QUESTIONS-ANSWERS/EXHIBIT A:

Please see the **Bid Specifications and Locations MAP (Exhibit A)** under the **ATTACHMENTS TAB**.

IDEMNIFICATION:

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 Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class County without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its County seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County includes Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Monster Tree Service Of Springfield and Branson Information

Contact: Zethlee Hutsell
Address: 107 Laurel Road
Sparta, MO 65753
Phone: (417) 693-5411
Email: zhutsell@whymonster.com
Web Address: <https://www.monstertreeservice.com/springfield-and-branson/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Zethlee Wade Hutsell

Signature

zhutsell@monstertreeservice.com

Email

Submitted at 5/15/2025 04:44:41 PM (CT)

Requested Attachments

DECLARATION PAGE MUST BE UPLOADED HERE

declaration page.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

affidavit.pdf

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

MOU AND E-VERIFY AFFIDAVIT ARE REQUIRED WHEN AWARD IS MADE.

Response Attachments

Marshfield Rd Site 1.pdf

Site one Proposal

Marshfield Rd site 2.pdf

Site 2 Proposal

Fern Rd.pdf

Site 3 Proposal

insurance.pdf

Copy of Insurance

Bid Attributes

1 Christian County Bidder Responsibilities & Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge that you have reviewed the document.

Monster Tree Service acknowledges that they have reviewed the document

2 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

Agree - No Deviations

3 Exceptions to Christian County Bidder Responsibilities & Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above in #2, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

Monster Tree Service finds no exceptions

4 Deviations and Exceptions to Specifications

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

Monster Tree Service finds no deviations or exceptions

5 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

Ensure that you print out and fill out the Declaration Page. You will submit the Declaration Page under the **RESPONSE ATTACHMENTS** TAB.

6 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

7 Business Compliance

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the declaration page and acknowledging any amendment submitted that the vendor 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 vendor shall provide documentation of compliance upon request by Christian County.

8 Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

9 REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

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 with the contracted services.

A copy of the affidavit is attached to this RFP.

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

10 TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE

A nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

11 Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website:

[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>

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Fuel Charges

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

1
3

Insurance Requirements

Insurance Requirements are attached under the ATTACHMENTS Tab.

An approved CERTIFICATE OF INSURANCE by the County is required before work begins.

1
4

Invoices

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

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Determination for Award

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

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16	Attachments Required Be sure to upload all required documents and forms to the "RESPONSE ATTACHMENTS" tab of this bid event.
17	Section 2 BID REQUIREMENTS The following items require an answer
18	Conflict of Interest Questionnaire Does this vendor have conflict of interest with Christian County? <input type="text" value="No"/>
19	Conflict of Interest pt. 2 If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A. <input type="text" value="N/a"/>
20	Felony Conviction Details If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable). <input type="text" value="N/A"/>
21	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I agree.
22	FIRM QUALIFICATIONS FIRM QUALIFICATIONS Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Please answer the questions below.
23	General Company Information Please provide your general company information: Name of Company Years in Business Owners name and contact information <input type="text" value="Monster Tree Service of Springfield and Branson 1+ years in business Aaron Powell apowell@monstertreeservice.com 417-894-0981 107 Laurel Rd Sparta, MO 65753"/>
24	Applicable Job History Please provide applicable job history. What projects have you worked on that would prepare you for this job? <input type="text" value="City of Bolivar - Removing 18 trees from their cemetery over 200+ residential customers"/>
25	Project Manager Provide the Project Managers name and contact info. <input type="text" value="Zethlee Hutsell - Sale Arborist 417-693-5411 zhutsell@monstertreeservice.com"/>

26	Certifications List any certifications you have for this type of work? If none, write none. <div style="border: 1px solid black; padding: 2px;">ISA Certified Arborist ISA# MW6592A Commerical Applicator Liscense</div>
27	Christian County Prior Projects Please list any applicable prior projects completed for Christian County Commission. If none, write none. <div style="border: 1px solid black; padding: 2px;">N/A</div>
28	Three References Required Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use them as a reference.
29	Availability If awarded, weather permitting, approximately, when can you start? <div style="border: 1px solid black; padding: 2px;">Last week of June as of today 5/15/2025</div>
30	Reference #1 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;">Kwik Dry Robert Mitchell 3028 S Fremont Ave Springfield, MO 65804 417-812-4131 Robert@kwikdrysystems.com City of Bolivar Rhett Wardern 417-838-5132 411 S Dunnegan Ave Bolivar, MO 65613 tschrader@bolivar.mo.us Merhcants First Matt Brown 417-268-8933 mbrown@paycompass.com</div>
31	Reference #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;">City of Bolivar Rhett Wardern 417-838-5132 411 S Dunnegan Ave Bolivar, MO 65613 tschrader@bolivar.mo.us</div>
32	Reference #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;">Merhcants First Matt Brown 417-268-8933 mbrown@paycompass.com</div>

Bid Lines

1 LOCATION:
COMMON 1 - NORTH MARSHFIELD ROAD - SITE #1

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: \$19,575.00 Total: \$19,575.00

2 LOCATION:
COMMON 1 - NORTH MARSHFIELD ROAD - SITE #2

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: \$25,312.50 Total: \$25,312.50

3

LOCATION:

COMMON 2 - FERN ROAD - SITE #1, #2 AND #3

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

Response Total: \$63,787.50



2025-6 Addendum 1 Pilgrims Tree Service Supplier Response

Event Information

Number: 2025-6 Addendum 1
Title: TREE TRIMMING AND REMOVAL SERVICES, COUNTY RIGHTS OF WAY
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/16/2025 09:00 AM (CT)
Notes:

ADDENDUM NUMBER 01 INVITATION TO BID #2025-6 TREE TRIMMING & REMOVAL SERVICES, COUNTY RIGHTS OF WAY

TO PROSPECTIVE BIDDERS: The original Request for Proposal documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document.

A pre-proposal conference was held on April 29, 2025, at 9:30 a.m. at the Christian County Resource Planning building. Attendees included: Luke Vaught, Larry Argo, Vaught Tree; Don Erickson, Oasis Tree Care, Luke Smith, Trufast Tree; Zethlee Hutsel, Aaron Powell, Monster

Tree Service; Christian Diewert, AAA Tree; Chris Hodges, Hodges Tree Trimming; Mark Davidson, Pilgrims Tree Service; Mark Cantrell, Arbor Masters; Miranda Beadles, Brent Young, Ashley Hannah, Kim Hopkins-Will, Adam Day, Rick Maggard, Christian County.

Due to the inclement weather during the preproposal conference, a site visit was not held. Should any tree trimming company prefer to go on a site visit for the three projects with Highway personnel, contact Brent Young at 417-840-7514 by Thursday, May 1, 2025, at 3:00 p.m. to set up a visit. Please note that the Highway Department is open Monday through Thursday from 6:00 a.m. to 4:30 p.m.

The following are questions submitted by prospective bidders and the official response from Christian County.

Q1: Our company currently only utilizes E-Verify in states where it is required. We have many crews working in Missouri. Can you provide more clarity on the E-Verify affidavit of compliance document and its necessity to bid on your projects?

A1: E-Verify is a State of Missouri law, and Christian County requires it for services as described below.

See Attribute #9.

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., Christian 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.

Christian County, Missouri, in order to comply with sections 285.525 through 285.550 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.
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).

Q2: Regarding the trees next to the fence post, how high should they be cut?

A2: They should be cut the same height as the fence post.

Q3: Do the chips need to be leveled?

A3: Yes, the chips need to be leveled, and any excess debris needs to be removed from the site at the contractor's expense.

End of questions.

All else remains the same.

End of Addendum One.

Christian County invites qualified vendors to submit responses for the **ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way**, in accordance with the requirements stated herein. See Bid Specifications and Exhibit A in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. April 28, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for Tree Trimming and Removal Services, County Rights of Way. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County's best interest.

PREPROPOSAL/SITE VISIT CONFERENCE:

A preproposal conference will be held on April 29, 2025 at 9:30 a.m. The meeting will be held at:

**Christian County Resource Management Building
1106 W. Jackson Street
Ozark, Missouri 65721**

The Highway Department will provide a site tour of the areas after the preproposal conference. During the site visit you will have an opportunity to ask questions. Vendors are not required to attend but are **highly encouraged** to attend the conference.

Note: Only vendors in the referenced business will be allowed to participate in this conference/site visit.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by May 16, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or by email at purchasing@christiancountymo.gov for help with registering.

TERM:

This bid is for three projects. It will be necessary to work with the Highway Administrator on the timeline for completion of these projects.

PRICING:

The bidder will provide three (3) Lump Sum prices, one for each project. You will enter your price for each project under the **LINE ITEMS TAB**.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

BID SPECIFICATIONS/QUESTIONS-ANSWERS/EXHIBIT A:

Please see the **Bid Specifications and Locations MAP (Exhibit A)** under the **ATTACHMENTS TAB**.

IDEMNIFICATION:

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 Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class County without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its County seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County includes Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Pilgrims Tree Service Information

Contact: Mark Davidson
Address: 8221 St George Rd
Hartville, MO 65667
Phone: (417) 241-1448
Email: thankfulpilgrims@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mark Davidson

Signature

Submitted at 5/9/2025 09:27:07 AM (CT)

thankfulpilgrims@gmail.com

Email

Requested Attachments

DECLARATION PAGE MUST BE UPLOADED HERE

DECLARATION PAGE Rev. 1.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

No response

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

MOU AND E-VERIFY AFFIDAVIT ARE REQUIRED WHEN AWARD IS MADE.

Bid Attributes

1 Christian County Bidder Responsibilities & Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge that you have reviewed the document.

mdd

2 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

Agree - No Deviations

3 Exceptions to Christian County Bidder Responsibilities & Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above in #2, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

na

4 Deviations and Exceptions to Specifications

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

na

5 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

Ensure that you print out and fill out the Declaration Page. You will submit the Declaration Page under the **RESPONSE ATTACHMENTS TAB**.

6 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

7 Business Compliance

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the declaration page and acknowledging any amendment submitted that the vendor 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 vendor shall provide documentation of compliance upon request by Christian County.

8 Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

9 REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

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 with the contracted services.

A copy of the affidavit is attached to this RFP.

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

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TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE

A nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

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Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website:

[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>

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Fuel Charges

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

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Insurance Requirements

Insurance Requirements are attached under the ATTACHMENTS Tab.

An approved CERTIFICATE OF INSURANCE by the County is required before work begins.

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4**Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

1
5**Determination for Award**

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

1
6**Attachments Required**

Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

1
7**Section 2****BID REQUIREMENTS**

The following items require an answer

1
8**Conflict of Interest Questionnaire**

Does this vendor have conflict of interest with Christian County?

No

1 9	Conflict of Interest pt. 2 If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">na</div>
2 0	Felony Conviction Details If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable). <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">na</div>
2 1	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I agree.
2 2	FIRM QUALIFICATIONS <div style="text-align: center; margin: 10px 0;">FIRM QUALIFICATIONS</div> Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Please answer the questions below.
2 3	General Company Information Please provide your general company information: Name of Company Years in Business Owners name and contact information <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Pilgrims Tree Service 15 years Mark Davidson 417-241-1448</div>
2 4	Applicable Job History Please provide applicable job history. What projects have you worked on that would prepare you for this job? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Last big job was spring 2025 right of way clearing for city of Strafford</div>
2 5	Project Manager Provide the Project Managers name and contact info. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">na</div>
2 6	Certifications List any certifications you have for this type of work? If none, write none. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">none</div>
2 7	Christian County Prior Projects Please list any applicable prior projects completed for Christian County Commission. If none, write none. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">none</div>
2 8	Three References Required Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use them as a reference.

29	Availability If awarded, weather permitting, approximately, when can you start? <div>approximately one week after notification</div>
30	Reference #1 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div>Cochran Engineering Tim Schowe ozark, Mo 417-595-4108 tschowe@cochraneng.com</div>
31	Reference #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div>x</div>
32	Reference #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div>x</div>

Bid Lines

1 LOCATION:
COMMON 1 - NORTH MARSHFIELD ROAD - SITE #1

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

2 LOCATION:
COMMON 1 - NORTH MARSHFIELD ROAD - SITE #2

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

3

LOCATION:

COMMON 2 - FERN ROAD - SITE #1, #2 AND #3

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

Response Total: \$35,000.00



2025-6 Addendum 1

Shawnee Mission Tree Service

Supplier Response

Event Information

Number: 2025-6 Addendum 1
Title: TREE TRIMMING AND REMOVAL SERVICES, COUNTY RIGHTS OF WAY
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/16/2025 09:00 AM (CT)
Notes:

ADDENDUM NUMBER 01

INVITATION TO BID #2025-6

TREE TRIMMING & REMOVAL SERVICES, COUNTY RIGHTS OF WAY

TO PROSPECTIVE BIDDERS: The original Request for Proposal documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document.

A pre-proposal conference was held on April 29, 2025, at 9:30 a.m. at the Christian County Resource Planning building. Attendees included: Luke Vaught, Larry Argo, Vaught Tree; Don Erickson, Oasis Tree Care, Luke Smith, Trufast Tree; Zethlee Hutsel, Aaron Powell, Monster

Tree Service; Christian Diewert, AAA Tree; Chris Hodges, Hodges Tree Trimming; Mark Davidson, Pilgrims Tree Service; Mark Cantrell, Arbor Masters; Miranda Beadles, Brent Young, Ashley Hannah, Kim Hopkins-Will, Adam Day, Rick Maggard, Christian County.

Due to the inclement weather during the preproposal conference, a site visit was not held. Should any tree trimming company prefer to go on a site visit for the three projects with Highway personnel, contact Brent Young at 417-840-7514 by Thursday, May 1, 2025, at 3:00 p.m. to set up a visit. Please note that the Highway Department is open Monday through Thursday from 6:00 a.m. to 4:30 p.m.

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See Attribute #9.

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., Christian 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.

Christian County, Missouri, in order to comply with sections 285.525 through 285.550 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.
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).

Q2: Regarding the trees next to the fence post, how high should they be cut?

A2: They should be cut the same height as the fence post.

Q3: Do the chips need to be leveled?

A3: Yes, the chips need to be leveled, and any excess debris needs to be removed from the site at the contractor's expense.

End of questions.

All else remains the same.

End of Addendum One.

Christian County invites qualified vendors to submit responses for the **ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way**, in accordance with the requirements stated herein. See Bid Specifications and Exhibit A in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. April 28, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for Tree Trimming and Removal Services, County Rights of Way. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County's best interest.

PREPROPOSAL/SITE VISIT CONFERENCE:

A preproposal conference will be held on April 29, 2025 at 9:30 a.m. The meeting will be held at:

**Christian County Resource Management Building
1106 W. Jackson Street
Ozark, Missouri 65721**

The Highway Department will provide a site tour of the areas after the preproposal conference. During the site visit you will have an opportunity to ask questions. Vendors are not required to attend but are **highly encouraged** to attend the conference.

Note: Only vendors in the referenced business will be allowed to participate in this conference/site visit.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by May 16, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or by email at purchasing@christiancountymo.gov for help with registering.

TERM:

This bid is for three projects. It will be necessary to work with the Highway Administrator on the timeline for completion of these projects.

PRICING:

The bidder will provide three (3) Lump Sum prices, one for each project. You will enter your price for each project under the **LINE ITEMS TAB**.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

BID SPECIFICATIONS/QUESTIONS-ANSWERS/EXHIBIT A:

Please see the **Bid Specifications and Locations MAP (Exhibit A)** under the **ATTACHMENTS TAB**.

IDEMNIFICATION:

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 Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class County without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its County seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County includes Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Shawnee Mission Tree Service Information

Contact: Sara Rebel
Address: 8250 Cole Parkway
Shawnee, KS 66227
Phone: (913) 441-8888
Email: info@arbormasters.com
Web Address: www.arbormasters.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sara Rebel
Signature

srebel@arbormasters.com
Email

Submitted at 5/15/2025 10:52:16 AM (CT)

Requested Attachments

DECLARATION PAGE MUST BE UPLOADED HERE

Declaration Page.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E Verify Affidavit of
Compliance.pdf

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

MOU AND E-VERIFY AFFIDAVIT ARE REQUIRED WHEN AWARD IS MADE.

Response Attachments

Additional Documents.pdf

Arbor Masters Information; Certified Arborist company-wide, TCIA Certification, Safety Statement and Certificate of Insurance

Bid Attributes

1 Christian County Bidder Responsibilities & Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge that you have reviewed the document.

Acknowledged

2 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

Agree - No Deviations

3 Exceptions to Christian County Bidder Responsibilities & Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above in #2, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

N/A (Not Applicable)

4 Deviations and Exceptions to Specifications

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

N/A (Not Applicable)

5 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

Ensure that you print out and fill out the Declaration Page. You will submit the Declaration Page under the **RESPONSE ATTACHMENTS** TAB.

6 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

7 Business Compliance

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the declaration page and acknowledging any amendment submitted that the vendor 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 vendor shall provide documentation of compliance upon request by Christian County.

8 Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

9 REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

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 with the contracted services.

A copy of the affidavit is attached to this RFP.

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

10 TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE

A nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

11 Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website:

[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>

1
2

Fuel Charges

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

1
3

Insurance Requirements

Insurance Requirements are attached under the ATTACHMENTS Tab.

An approved CERTIFICATE OF INSURANCE by the County is required before work begins.

1
4

Invoices

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

1
5

Determination for Award

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

1 6	Attachments Required Be sure to upload all required documents and forms to the "RESPONSE ATTACHMENTS" tab of this bid event.
1 7	Section 2 BID REQUIREMENTS The following items require an answer
1 8	Conflict of Interest Questionnaire Does this vendor have conflict of interest with Christian County? <input type="text" value="No"/>
1 9	Conflict of Interest pt. 2 If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A. <input type="text" value="N/A"/>
2 0	Felony Conviction Details If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable). <input type="text" value="N/A"/>
2 1	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I agree.
2 2	FIRM QUALIFICATIONS FIRM QUALIFICATIONS Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Please answer the questions below.
2 3	General Company Information Please provide your general company information: Name of Company Years in Business Owners name and contact information <input type="text" value="Shawnee Mission Tree Service, Inc. DBA Arbor Masters Years in business: 69 Owner: Ron Keith, Tel: 913-441-8888"/>
2 4	Applicable Job History Please provide applicable job history. What projects have you worked on that would prepare you for this job? <input type="text" value="Arbor Masters has over 69 years in the tree care industry working with homeowners, commercial and municipalities on tree maintenance, removals, health care and emergency storm response. Arbor Masters has 10 branch offices with the ability to assist with any contract if ever needed."/>

2
5**Project Manager**

Provide the Project Managers name and contact info.

Project Manager: Mark Cantrell Contact Number: 913-530-8831 Email: mcantrell@arbormasters.com

2
6**Certifications**

List any certifications you have for this type of work? If none, write none.

Arbor Masters is the first tree service company accredited by the Tree Care Industry Association (TCIA) in Kansas. Our crews adhere to the standards of the TCIA and go through continuous on the job training to maintain these credentials. Arbor Masters has 33 Certified Arborist on staff including 1 Board Certified Master Arborist. Several hold CTSP (Certified Treecare Safety Professionals, EHAP (Electrical Hazards Awareness Program) and TRAQ (Tree Risk Assessment Qualified) certifications.

2
7**Christian County Prior Projects**

Please list any applicable prior projects completed for Christian County Commission. If none, write none.

None

2
8**Three References Required**

Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use them as a reference.

2
9**Availability**

If awarded, weather permitting, approximately, when can you start?

15 days after award of project

3
0**Reference #1****List three (3) business references:**

Company Name
Contact Name:
Address City State Zip
Business Phone Business
Email

City of Kansas City, Missouri; Contact: Kevin LePointe (City Forester). 4600 E 63rd St, Kansas City, MO 64130; Tel 816-513-7776 email: kevin.lapointe@kcmo.org

3
1**Reference #2****List three (3) business references:**

Company Name
Contact Name:
Address City State Zip
Business Phone Business
Email

City of Lees Summit, MO; Contact Tarah Daugherty; 220 SE Green Street, Lee's Summit, MO 64063; Phone: 816-969-1085; Email: tarah.daugherty@cityofls.net

3
2

Reference #3

List three (3) business references:

Company Name

Contact Name:

Address City State Zip

Business Phone Business

Email

City of North Kansas City, MO; Contact: Anthony Sands; 2010 Howell St, North Kansas City, MO 64116; Tel: 816-274-6004. Email: asands@nkc.org

Bid Lines

1

LOCATION:

COMMON 1 - NORTH MARSHFIELD ROAD - SITE #1

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: \$61,520.00 Total: \$61,520.00

**2 LOCATION:
COMMON 1 - NORTH MARSHFIELD ROAD - SITE #2**

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

**3 LOCATION:
COMMON 2 - FERN ROAD - SITE #1, #2 AND #3**

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

Response Total: \$158,040.00



2025-6 Addendum 1 Trufast Tree Service Supplier Response

Event Information

Number: 2025-6 Addendum 1
Title: TREE TRIMMING AND REMOVAL SERVICES, COUNTY RIGHTS OF WAY
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/16/2025 09:00 AM (CT)
Notes:

ADDENDUM NUMBER 01 INVITATION TO BID #2025-6 TREE TRIMMING & REMOVAL SERVICES, COUNTY RIGHTS OF WAY

TO PROSPECTIVE BIDDERS: The original Request for Proposal documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document.

A pre-proposal conference was held on April 29, 2025, at 9:30 a.m. at the Christian County Resource Planning building. Attendees included: Luke Vaught, Larry Argo, Vaught Tree; Don Erickson, Oasis Tree Care, Luke Smith, Trufast Tree; Zethlee Hutsel, Aaron Powell, Monster

Tree Service; Christian Diewert, AAA Tree; Chris Hodges, Hodges Tree Trimming; Mark Davidson, Pilgrims Tree Service; Mark Cantrell, Arbor Masters; Miranda Beadles, Brent Young, Ashley Hannah, Kim Hopkins-Will, Adam Day, Rick Maggard, Christian County.

Due to the inclement weather during the preproposal conference, a site visit was not held. Should any tree trimming company prefer to go on a site visit for the three projects with Highway personnel, contact Brent Young at 417-840-7514 by Thursday, May 1, 2025, at 3:00 p.m. to set up a visit. Please note that the Highway Department is open Monday through Thursday from 6:00 a.m. to 4:30 p.m.

The following are questions submitted by prospective bidders and the official response from Christian County.

Q1: Our company currently only utilizes E-Verify in states where it is required. We have many crews working in Missouri. Can you provide more clarity on the E-Verify affidavit of compliance document and its necessity to bid on your projects?

A1: E-Verify is a State of Missouri law, and Christian County requires it for services as described below.

See Attribute #9.

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., Christian 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.

Christian County, Missouri, in order to comply with sections 285.525 through 285.550 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.
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).

Q2: Regarding the trees next to the fence post, how high should they be cut?

A2: They should be cut the same height as the fence post.

Q3: Do the chips need to be leveled?

A3: Yes, the chips need to be leveled, and any excess debris needs to be removed from the site at the contractor's expense.

End of questions.

All else remains the same.

End of Addendum One.

Christian County invites qualified vendors to submit responses for the **ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way**, in accordance with the requirements stated herein. See Bid Specifications and Exhibit A in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. April 28, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for Tree Trimming and Removal Services, County Rights of Way. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County's best interest.

PREPROPOSAL/SITE VISIT CONFERENCE:

A preproposal conference will be held on April 29, 2025 at 9:30 a.m. The meeting will be held at:

**Christian County Resource Management Building
1106 W. Jackson Street
Ozark, Missouri 65721**

The Highway Department will provide a site tour of the areas after the preproposal conference. During the site visit you will have an opportunity to ask questions. Vendors are not required to attend but are **highly encouraged** to attend the conference.

Note: Only vendors in the referenced business will be allowed to participate in this conference/site visit.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by May 16, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or by email at purchasing@christiancountymo.gov for help with registering.

TERM:

This bid is for three projects. It will be necessary to work with the Highway Administrator on the timeline for completion of these projects.

PRICING:

The bidder will provide three (3) Lump Sum prices, one for each project. You will enter your price for each project under the **LINE ITEMS TAB**.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

BID SPECIFICATIONS/QUESTIONS-ANSWERS/EXHIBIT A:

Please see the **Bid Specifications and Locations MAP (Exhibit A)** under the **ATTACHMENTS TAB**.

IDEMNIFICATION:

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 Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class County without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its County seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County includes Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721
Phone: 1 (417) 582-4309
Email: purchasing@christiancountymo.gov

Trufast Tree Service Information

Contact: Kyle Theobald
Address: 4386 N Farm Rd 159
Springfield, MO 65803
Phone: (417) 413-4729
Email: kyle@trufasttreeservice.com
Web Address: trufasttreeservice.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle Theobald
Signature

kyle@trufasttreeservice.com
Email

Submitted at 5/13/2025 01:37:59 PM (CT)

Requested Attachments

DECLARATION PAGE MUST BE UPLOADED HERE

Signed Declarations Page.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

affidavit + MOU 2025 merge.pdf

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

MOU AND E-VERIFY AFFIDAVIT ARE REQUIRED WHEN AWARD IS MADE.

Bid Attributes

1 Christian County Bidder Responsibilities & Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge that you have reviewed the document.

We have reviewed this document.

2 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

Agree - No Deviations

3 Exceptions to Christian County Bidder Responsibilities & Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above in #2, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

N/A

4 Deviations and Exceptions to Specifications

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

N/A

5 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

Ensure that you print out and fill out the Declaration Page. You will submit the Declaration Page under the **RESPONSE ATTACHMENTS** TAB.

6 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

7 Business Compliance

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the declaration page and acknowledging any amendment submitted that the vendor 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 vendor shall provide documentation of compliance upon request by Christian County.

8 Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

9 REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

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 with the contracted services.

A copy of the affidavit is attached to this RFP.

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

10 TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE

A nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

11 Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website:

[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>

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Fuel Charges

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

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Insurance Requirements

Insurance Requirements are attached under the ATTACHMENTS Tab.

An approved CERTIFICATE OF INSURANCE by the County is required before work begins.

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Invoices

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

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Determination for Award

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

16	Attachments Required Be sure to upload all required documents and forms to the "RESPONSE ATTACHMENTS" tab of this bid event.
17	Section 2 BID REQUIREMENTS The following items require an answer
18	Conflict of Interest Questionnaire Does this vendor have conflict of interest with Christian County? <input type="text" value="No"/>
19	Conflict of Interest pt. 2 If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A. <input type="text" value="N/A"/>
20	Felony Conviction Details If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable). <input type="text" value="N/A"/>
21	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I agree.
22	FIRM QUALIFICATIONS FIRM QUALIFICATIONS Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Please answer the questions below.
23	General Company Information Please provide your general company information: Name of Company Years in Business Owners name and contact information <input type="text" value="Trufast Tree Service 8 years Kyle Theobald; kyle@trufasttreeservice.com; 417.861.6197"/>
24	Applicable Job History Please provide applicable job history. What projects have you worked on that would prepare you for this job? <input type="text" value="Aside from 8 years of experience doing tree work, we have done road clearance jobs for MODOT, and also right of way clearance for commercial contractors doing public works; Also did work for the City of Ozark, removing some hazardous trees along streets."/>

2 5	Project Manager Provide the Project Managers name and contact info. <div style="border: 1px solid black; padding: 2px;">Luke Smith (417) 429-6257 luke@trufasttreeservice.com</div>
2 6	Certifications List any certifications you have for this type of work? If none, write none. <div style="border: 1px solid black; padding: 2px;">Certified arborist on staff (Luke Smith)</div>
2 7	Christian County Prior Projects Please list any applicable prior projects completed for Christian County Commission. If none, write none. <div style="border: 1px solid black; padding: 2px;">May of 2022 - removed trees on right of way on Cotton Wood Rd. (small job) Summer of 2022 - Did some right of way clearance on Elk Valley Rd, Old Prospect Rd, and Nicholas Rd Completed work for Bid #2022-8 Completed work for Bid #2023-11</div>
2 8	Three References Required Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use them as a reference.
2 9	Availability If awarded, weather permitting, approximately, when can you start? <div style="border: 1px solid black; padding: 2px;">Approximately 3 weeks from being notified of the award</div>
3 0	Reference #1 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;">MODOT - Kerry Hodgson - 1001 S. Springpark Blvd., Mt. Vernon, MO 65712 - 417.529.0256 - kerry.hodgson@modot.mo.gov</div>
3 1	Reference #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;">City of Ozark - Coby Murrill - 205 N. 1st St., Ozark, MO 65721 - 417.942.7623</div>
3 2	Reference #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;">Chase Ekstam - KCI Construction - 1950 W. Sunset St., Springfield, MO - 417.370.0463 - cekstam@kciconstruction.com</div>

Bid Lines

1	<p>LOCATION:</p> <p>COMMON 1 - NORTH MARSHFIELD ROAD - SITE #1</p> <p>(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)</p> <p>LUMP SUM</p> <p>*****</p> <p>Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.</p> <p>All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).</p> <p>All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).</p> <p>Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.</p> <p>See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.</p> <p>Quantity: <u> 1 </u> UOM: <u> LUMP SUM </u> Price: \$33,062.50 Total: \$33,062.50</p>
2	<p>LOCATION:</p> <p>COMMON 1 - NORTH MARSHFIELD ROAD - SITE #2</p> <p>(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)</p> <p>LUMP SUM</p> <p>*****</p> <p>Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.</p> <p>All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).</p> <p>All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).</p> <p>Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.</p> <p>See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.</p> <p>Quantity: <u> 1 </u> UOM: <u> LUMP SUM </u> Price: \$28,937.50 Total: \$28,937.50</p>

3

LOCATION:

COMMON 2 - FERN ROAD - SITE #1, #2 AND #3

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price:

\$13,187.50

 Total:

\$13,187.50

Response Total: \$75,187.50



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417) 582-4300

Lynn Morris
Presiding Commissioner

Bradley Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

June 10, 2025

Pilgrims Tree Service
8221 St. George Road
Hartville, Missouri 65667
Attn: Mark Davidson
417-241-1448
Thanksfulpilgrims@gmail.com

Mr. Davidson,

The Christian County Commission's Purchasing Department notified you, via email, on June 3, 2025, that you were the lowest-priced vendor for ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way. In that email, we requested the following required documents before proceeding:

- Required Certificate of Liability Insurance
- Required E-Verify Affidavit for Contracts Over \$5,000.00 (US)

The purchasing department made a follow-up call on 6/4/25 to ensure you received the email; you acknowledged that you did receive it. At that time, you told the purchasing department that Pilgrims Tree Service was a small company, and that insurance might be a concern, but you were going to see what you could do. Please note that the insurance requirements were attached to the original ITB.

We have not heard from you as of today, June 10, 2025, so we reached out to follow up. You told our Purchasing Assistant, Janeen Milner, that you are short-staffed and cannot do this job now. Since Pilgrim's cannot comply with these requirements, we will have no choice but to acknowledge you as non-compliant and issue the bid to the next lowest bidder.

Sincerely,

Kimberly E. Hopkins-Will
Purchasing Manager
Christian County, Missouri Government

Cc: Lynn Morris, Amber Bryant, Miranda Beadles, Janeen Milner



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

June 20, 2025

Hodges Tree Trimming, LLC
629 S. Magen Street
Fair Grove, MO 65648
Attn: Christopher Hodges

Monster Tree Service
107 Laurel Road
Sparta, MO 65753
Attn: Zethlee Hutsell

Re: ITB 2025-6 Tree Trimming and Removal Services, County Rights of Way

The Christian County Commission voted in session today to award ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way, to Hodges Tree Trimming and Monster Tree Service.

Hodges Tree Trimming has been awarded Common 2—Fern Road.

Monster Tree Service is awarded Common 1 – North Marshfield Road – Site #1 and Site #2.

Your point of contact will be Highway Administrator Miranda Beadles. Ms. Beadles can be reached at mbeadles@christiancountymo.gov or 417-582-4394.

Johnny Williams
Western Commissioner

Date: _____

Lynn Morris
Presiding Commissioner

Date: _____

Bradley A. Jackson
Eastern Commissioner

Date: _____

PROJECT UPDATE - Phase 1 Building Shell ad Onsite Clinic Infill

Week of 6/19/2025

Task	Complete	Anticipated Completion Date	Notes
Items in green are critical to clinic opening			
General Execution	✓		
Date of Commencement -Article A.2.1	✓		
Long Lead Procurement	✓		
Mobilize on Site	✓		
Site Grading and Utilities	✓		
Foundations	✓		
Steel Erection	✓		
Flatwork Concrete -Floors	✓		
Carpentry -Exterior & Interior Framing & Drywall	✓		
Install exterior sheathing and metal studs	✓		
Roof Blocking	✓		
Exterior Envelope -Sheathing Tape	✓		
Install interior metal studs	✓		
Hang Drywall Walls	✓		
Startup Temporary Conditioning	✓		
Finish Drywall Walls -1st Floor	✓		
Roofing	64%		
Pre-Installation Meeting -Roofing	✓		
Install Roof Insulation	✓		
Install seamless roofing material	✓		
Set rooftop equipment	✓		
Install flashing at parapet		7/28/2025	
Roof Inspection		7/30/2025	
EXTERIOR Envelope, Masonry, Glass, Cladding	47%		Delayed by Metal Wall Panel issues
Exterior Glass & Glazing	97%	7/14/2025	
CMU Masonry	✓		
Cultured Stone Veneer	✓		

Week of 6/19/2025

	Complete	Anticipated Completion Date	Notes
SUBSTRATE INSPECTION & REPAIR	✓		
Metal Wall Panel -ACM Survey			
Metal Wall Panels -ACM Offsite Fabrication			
Metal Wall Panels -ACM Installation	3%	Dependant on delivery of replacement material.	Manufacturer has agreed to send a substitute material to replace original product which was deemed unsatisfactory.
Metal Wall Panels -Flush Panel Installation	5%		
Metal Wall Panels -REVISED PRODUCT DECISION	✓	Likely a 2 week project once received.	The exterior cladding may or may not be completely installed at the time of clinic opening.
Metal Wall Panels - REVISED PRODUCT PRODUCTION			
Metal Wall Panels -REVISED PRODUCT INSTALLATION			
Exterior Finish Accessories			
Fire Sprinkler System	57%		
Set Riser		6/23/2025	
Rough-in sprinkler	✓		Awaiting outside vault delivery & installation. Excavation is complete. Just needs tapping and connection.
OVERHEAD Inspection		7/7/2025	
Trim out sprinkler		7/8/2025	
Plumbing	85%		
Rough in 1st Floor Slab	✓		
Tie in downspouts U/G -DELETED IN PR 01	✓		
Rough in Roof (Plumbing)	✓		
Rough-in Walls (Plumbing)	✓		
Insulate Pipes -Walls	✓		
IN WALL Rough -Inspection (Plumbing)	✓		
Rough in Overhead	✓		
Insulate Pipes -Overhead	✓		
OVERHEAD Rough -Inspection (Plumbing)	✓		
CIVIL - Domestic & sanitary connections	✓		
Set Sinks & fixtures -1st Floor	5%	7/29/2025	Floor sink and faucet installed
Flush, test, and clean piping and fixtures		7/30/2025	

Week of 6/19/2025

	Complete	Anticipated Completion Date	Notes
Electrical	51%		
Rough in 1st Floor Slab	✓		
Rough-in electrical in stud walls	✓		
IN WALL Rough -Inspection (Elec)	✓		
Rough-in Ceilings	✓		
OVERHEAD Rough -Inspection (Elec)	✓		
Pull wire in conduit (Elec)	60%	6/27/2025	
Fire Alarm Wire		6/17/2025	
Make electrical terminations for HVAC equipment	✓		
Fire Alarm Devices & Panel		7/24/2025	
Install Light Poles - PENDING ISLAND CURB (ESS)	50%		Area is leveled with baserock in place. Needing a break in the rain.
Install and terminate electrical devices		7/22/2025	
Install light pole fixtures -test and clean		6/30/2025	
Exterior Devices, Lighting, Service Riser, & Meter(s)		8/19/2025	
HVAC			
Set equipment ROOF	✓		
Set equipment OVERHEAD	90%		
Set equipment in mechanical room	✓		
Rough-in mechanical in stud walls	✓		
Install duct in ceiling plenum space	✓		
Insulate Duct & Pipes	✓		
Control Wire Installation		6/13/2025	
OVERHEAD Rough -Inspection (HVAC)		6/16/2025	
HVAC trim		6/26/2025	
HVAC Startup - PENDING PERMANENT POWER - LIBERTY			
HVAC Test & Balance system			

Week of 6/19/2025

	Complete	Anticipated Completion	Notes
Building Finishes			
Painter WALL substrate approval	✓		
Paint -Prime, Inspect, Repair, Reprime, and 1st coat	75%		Ready for 2nd coat
Interior Glass & Glazing		6/19/2025	
Install Restroom flooring		6/18/2025	Material is on site, work began 6/16
DELIVERY Wood doors & hardware		6/18/2025	
Install ceiling grid, structure, etc.	✓	6/16/2025	
Install millwork and wood trim		7/2/2025	
Measure Specialty Tops		6/27/2025	
Install building flooring		7/17/2025	
Paint 2nd Coat walls and woodwork		7/24/2025	
Install ceiling tile		7/17/2025	Material is on site
Install wood doors & hardware		7/18/2025	
Install Specialty Tops		7/23/2025	
Install Toilet Accessories		7/17/2025	
Install Interior Signage		7/24/2025	Material is on site
3rd Party Contractor -DATA & A/V			
Verify Rough In Locations	✓		
Pull Wire		6/18/2025	
Install Racks For Equipment		6/18/2025	Coordinated by IT and CareATC
Install Equipment			
Final Connections & Trim	7%		
3rd Party Contractor -SIGNAGE			
Install Wall Signs - Exterior - "CareATC"		7/16/2025	Material is on site - Richard will install
Install Wall signs - CCOB			
Install Wall Signs -Interior - "CareATC"		7/16/2025	
3rd Party Contractor -AUDIO/VISUAL			
Verify Rough In Locations	✓		
Deliver Equipment			Coordinated by IT and CareATC
Final Connections & Trim			

Week of 6/19/2025		
Complete	Anticipated Completion	Notes
DeWitt Punch Walk Paint -Inspect, Spackle, Touch Up Final Clean-up and Occupancy Final Clean -1st Floor Substantial completion date	7/24/2025	



UTILITY & SITE DEVELOPMENT NOTES

Liberty Electric Installation	Signed agreement and easement docs were delivered to Liberty 6/12/25. No word yet on a proposed install date as of 6/16/25. We have identified specifications for generator as potential backup plan. Currently working on cost estimate.
Liberty Connect Fiber	Working to coordinate fiber install simultaneously with electric.
Spire Gas	Spire has marked out their path for gas main installation. Materials were dropped off at the site 6/6/25.
Parking Lot	ESS has begun grooming the area. We expect curbing to begin as weather permits week of 6/16/25. Light pole foundations will go in after the island curbing is in place.
Trail	Rubber surfacing is completed. ESS has been made aware of ADA compliance issue in sidewalk/trail interface. Supplemental instructions had been sent to ESS 9/20/24. Issue will be corrected.
Road Surfacing	Final surface layer will be layed at the same time the parking lot is surfaced.
Seeding	Seeding is planned to happen during the week of 6/23/25