



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

### MEETING ATTACHMENTS (ID # 5189)

Meeting: 10/30/25 9:30 AM  
Department: County Clerk  
Category: Meeting Items  
Prepared By: Madi Hires Raines  
Initiator: Madi Hires Raines  
Sponsors:  
Doc ID: 5189

## Meeting Attachments

### ATTACHMENTS:

- 1 - 30 OCTOBER 2025 - 2025 CC MU EXTENSION REPORT
- 2 - 30 OCTOBER 2025 - FY2026 CC EXTENSION BUDGET REQUEST
- 3 - 30 OCTOBER 2025 - EMA - 3RD QTR REPORT
- 4 - 30 OCTOBER 2025 - HIGHWAY - 3RD QTR REPORT
- 5 - 30 OCTOBER 2025 - FEDERAL LANDS ACCESS PROGRAM GRANT, CHADWICK BRIDGE OVER CEDAR CREEK
- 6 - 30 OCTOBER 2025 - #2023-19 DATA SOLUTIONS SERVICES - CKC - ORIGINAL AGREEMENT FOR SERVICES
- 7 - 30 OCTOBER 2025 - #2023-19 DATA SOLUTIONS SERVICES - CKC - CONTRACT RENEWAL LETTER
- 8 - 30 OCTOBER 2025 - PS #2025-14 - PAYROLL CONUSULTING & ADVISORY SERVICES - KPM - 2025 CC PAYROLL CONSULTING PROPOSAL
- 9 - 30 OCTOBER 2025 - PS #2025-14 - PAYROLL CONUSULTING & ADVISORY SERVICES - KPM - CC SIGNATURE PAGE
- 10 - 30 OCTOBER 2025 - PS #2025-14 - PAYROLL CONUSULTING & ADVISORY SERVICES - KPM - AWARD LETTER
- 11 - 30 OCTOBER 2025 - RFP #2023-17 MATERIAL HAULING SERVICES FOR RECYCLING CENTER - REPUBLIC SERVICES - BID RESPONSE
- 12 - 30 OCTOBER 2025 - RFP #2023-17 MATERIAL HAULING SERVICES FOR RECYCLING CENTER - REPUBLIC SERVICES - CONTRACT RENEWAL LETTER
- 13 - 30 OCTOBER 2025 - ITB #2023-7 ELEVATOR PREVENTIVE MAINTENANCE & REPAIR - SUPPLIER RESPONSE - KONE INC.
- 14 - 30 OCTOBER 2025 - ITB #2023-7 ELEVATOR PREVENTIVE MAINTENANCE & REPAIR - CONTRACT RENWAL LETTER - KONE INC.

# MU Extension 2025

## 2025 University Provided Specialist/Associates and Resources

### Faculty and Staff salary and benefits:

This includes 13 Specialists and Associates serving Christian County. 2 housed in the Christian County Extension Office. Estimated.

**\$203,889**

### Faculty and Staff travel:

The University pays 30% of the travel expenses.

**\$1,275**

### Network and Equipment:

The University supplies the network and IT services for the Extension office as well as the computer equipment. IT services not included in contribution amount.

**\$3,000**

### Estimated University Contribution

**\$208,164**

**Learn  
more.**

**DO MORE.**

# Christian County MU Extension 2025

Oct 24 – Oct 25

## Programs Offered

*Includes programs by the Christian County Master Gardeners and the 4-H YPA*

- Matter of Balance
- CCMG Library Series – 21
- Ag Land Leasing - C
- Field to Freezer - One Nixa
- New Year New You - One Nixa
- Smoothies 101 - One Nixa
- Preparing your soil for planting - One Nixa
- Fill your freezer - local meat - One Nixa
- Tree & Shrub pruning - CCMG
- CC Courts Cooking Class
- Native Plants of the Ozarks - One Nixa
- PPAT
- CC Livestock & Forage conf.
- Sm. dairy herd management - C
- Raised Garden Beds - CCMG - One Nixa
- Dry Cured Bacon - One Nixa
- CC Courts Gardening Class
- Garden & Barn Quilt Class
- NRUP training
- 4-H Sheep & Goat Workshop
- Koi Gardens - CCMG
- Composting for your home - CCMG - One Nixa
- Stay Strong Stay Healthy
- CC Courts Cooking Class
- Diabetes Education
- Tree ID – CCMG
- Families eating smart & moving more
- Kids Beginner Sewing class
- Jams & Jellies – C
- Beekeeping & Pollinators - CCMG

Total attendance – 407

Upcoming Programs –

- Kids Sewing class - Christmas stockings
- Tree ID/Management

## Council Outreach

The Christian County MU Extension Council participated in 11 events throughout the county to raise awareness about MU Extension and the services offered, engaging with approximately 260 contacts, though some contacts, such as the Ozark Craft Fair, were not tracked.

## Christian County Ext Office

- Soil analysis – 168
- Hay testing – 20
- Nitrate testing - 24
- Canner gauge testing – 12
- PPAT – 1
- Master Gardener Hotline calls – 26
- Specialist Contact Requests - 21

The Christian County Extension monthly newsletter, Christian County Monthly Monitor, includes news articles from the county extension office, updates from our MU specialists, and information about local and regional Extension events. It has 194 subscribers, with an average of 74 engaged readers each month.

The Christian County MU Extension Facebook page has posted 366 times in the past year, featuring a variety of topics from our MU specialists as well as local and regional events. It has 767 followers and has achieved 39,400 views over the year.

**Learn  
more.**

**DO MORE.**



an equal opportunity/ADA institution

### MU Extension Christian County Office

1701-B West Jackson Street, PO Box 1390

Ozark, MO 65721

Phone: (417) 581-3558

E-mail: [ChristianCo@missouri.edu](mailto:ChristianCo@missouri.edu)

Web site: <http://extension.missouri.edu/christian>

# 4-H

During the 2024-2025 enrollment year, Christian County 4-H had a total of **50** 4-H members aged 8-18 and **6** Clover kids aged 5-7. The program was supported by **22** adult volunteers and project leaders who helped guide various activities and projects. Christian County 4-H comprised 5 clubs, fostering leadership, learning, and community involvement among youth and adults alike.

## Project success stories

Thank you for supporting Christian County 4H. My name is Harper and I am 7 years old. My 4-H club is Two Rivers. My Nan had 8 chickens and I would help her take care of them. I wanted to learn more about chickens. I joined the Poultry Chain so I could learn how to raise baby chicks and keep them so I could have a small egg business. I had to have a plan so my family helped me to make a list of what I needed to raise my baby chicks. I needed a brooder to start so I called my uncle and he had a friend that let me borrow his brooder. We went to Tractor Supply and got a heat lamp, feeder, waterer and chick feed.

The most exciting part was going to pick out my chicks. Ms. Michelle said we could pick out 10 baby chicks, I wish I could have picked out 100. I picked 3 Barred Rock, 4 Black Golden Laced Wyandotte, and 3 Delaware. We put them in a box and took them home. My Daddy had the brooder warm and ready for them. They were so much fun to watch. The next problem was I needed a chicken coop because the chicks were growing so fast. My Mom helped me come up with a fund raiser to buy supplies to build a new coop. My Grandpa can build anything and he was going to build my coop. I made a video about wanting to build a coop for my baby chicks and asked for donations to buy the supplies. I made a second video giving an update on the coop. I raised \$515 and that was enough to buy supplies. I helped pick out the lumber, load and unload the lumber, and I helped hold boards, cleanup trash, and paint the coop. It was finished in time to move the chicks in when they were 4 weeks old. We put the heat lamp, feeder, and waterer in their new coop. They loved it. It was big enough I could sit in there with them and play.

I made another video thanking the people that donated and showed them the coop. I have to feed and water my chickens every day, and keep their coop clean. They love treats and snacks. I think watermelon is their favorite. I learned that chickens can be noisy, they poop a lot, they can do tricks, and they are good friends.

Harper's Happy Hens (the name of my coop) are now laying eggs and I have a small roadside stand where people can buy eggs. The project is still growing and there is always work to do to make sure my chickens are healthy and happy.

- Harper Kent, 4-H Poultry Chain

In my leather working project this year, I made a belt, learned how to work with leather, and how to make things out of leather, like bracelets. My goals were to make something I could wear and to learn how to use various leathermaking tools.

For our 4H project, we went to Tandy Leather in Springfield. To learn the concept of making leather things, we first made bracelets. I really liked picking out the designs. There are lots of cool options to pick from at Tandy Leather. It was also fun to cut out the leather.

The following month, my 4H club returned to Tandy Leather and this time we made belts. This time the leather had already been cut into strips. We just needed to measure our waists and cut it the length of our waist plus 6 inches or so. At our next 4H club meeting, I painted on a leather sealer to keep the leather from stretching and to seal in the stain so it wouldn't rub off on my clothes. I wear my belt and bracelet often. I entered my belt into the fair and got a ribbon. I hope to continue learning about leather making and I would like to make something else out of leather, like a purse, in the future. Leathermaking was one of my favorite projects this year.

- Ellis Petrowsky, Age 11, member of Clever Clovers

I like to grow vegetables. We planted garlic in our garden last fall. It was a mix of garlic we had grown the year before and some new garlic that my dad bought from Keene Garlic. We planted around a hundred garlic cloves. In the springtime, we picked curly green scapes from the top of the garlic. The reason we picked the scapes was so that the garlic bulbs would be bigger when it was time to harvest them. My mom used the scapes to cook and make stir fry and pesto. It tasted great.

We harvested the garlic in July. We knew it was ready to dig up because the leaves on the side died. The garlic grew really well and got very big this year, the largest we have ever grown. Some of the heads were bigger than my fist. For the fair this year, I brought the best-looking garlic heads I could find. My vegetables won ribbons at the Christian County Fair and at the Ozark Empire Fair.

- Davis Petrowsky, Age 9, member of Clever Clovers



# Deadeyes 4-H Club Year in Review

The 2024–2025 4-H year was a busy and successful one for the Deadeyes 4-H Club! From county practices and regional shooting sports camp to regional, state, and even national competitions, 23 youth—ages 8 to 18—participated in one or more of these activities.

The 4-H Shooting Sports program is the only 4-H program that requires volunteers to complete a certification training process. This year, the Deadeyes



were fortunate to have seven certified volunteers, which allowed them to offer a wide variety of disciplines: Shooting Sports Safety, Air Rifle, Air Pistol, Archery, .22 Rifle, .22 Pistol, Shotgun, Muzzleloader, and Hunting & Outdoor Skills.



For many participants, this was their first time ever taking part in a shooting sports activity. Because 4-H is a *positive youth development* program,



shooting sports serve as a tool for building important life skills such as critical thinking, planning and organization, stress management, self-motivation, teamwork, and self-esteem. The Hunting and Outdoor Skills discipline also teaches valuable skills including orienteering, conservation and wildlife identification, and first aid.



Seven youth participated in regional competitions. Reggie Burke, Wade Washburn, Michael Halley, and Gabriel Halley all competed at the Polk County 4-H Shooting Sports Invitational. It was the first competition for all of them, and they performed very well:

- **Michael Halley** placed 4th in Intermediate .22 Rifle (Open Sights)
- **Gabriel Halley** placed 2nd in Intermediate Air Rifle
- **Reggie Burkhart** earned 1st in Junior Air Rifle and 10th in Junior Compound Archery

**Grace, Lucky, and Rocky Day** participated in the Cole County Invitational, where:

- **Grace Day** earned 1st in Senior Compound Archery
- **Lucky Day** earned 3rd in Senior .22 Pistol
- **Rocky Day** earned 3<sup>rd</sup> in Junior .22 Rifle



# Deadeyes 4-H Club Year in Review

Four youth went on to compete at the **State 4-H Shooting Sports Competition**, held over three weekends in September.

- **Delainey Guardiola-Ellis** won 2nd place in .22 Rifle (Aperture) 3-Position at 50 yards and 2nd in .22 Rifle (Aperture) 3-Position Standard.
- **Grace Day** placed 5th in Hunting and Outdoor Skills, followed closely by **Lucky Day** in 6th.
- **Rocky Day** placed 2nd in Junior Hunting and Outdoor Skills, 8th in Archery 600 Junior Compound Release, and 2nd in Junior .22 Rifle (Open Sights).
- **Lucky Day** also earned 7th in Muzzleloader, 10th in .22 Pistol, and 4th in .22 Rifle (Aperture) 3-Position.

Additionally, three Deadeyes earned spots on the **Missouri State 4-H Shooting Sports Team**, representing the state at the **National 4-H Shooting Sports Championships** in Grand Island, Nebraska, in June. More than 700 youth from 44 states competed at Nationals.

- **Grace Day** competed on the Hunting and Outdoor Skills Team, which placed 2nd overall, while she placed 5th individually.
- **Lucky Day** competed on the Muzzleloader Team, helping them secure 3rd place overall.
- **Delainey Guardiola-Ellis** trained all year as an alternate on the .22 Rifle Team.

Thanks to the combined efforts of all Missouri team members, **Missouri placed 2nd overall in the nation!**



For more information on Deadeyes 4-H Club, email Dee Dee Hinderman at [deadeyes4hclub@gmail.com](mailto:deadeyes4hclub@gmail.com).





# Extension

*University of Missouri*

## 2026 MU Extension Christian County

**County Appropriations - \$85,460**

2700 - Personnel Wages	\$ 56,900.00
2800 - Payroll Expenses	\$ 4,400.00
3100 - Travel	\$ 3,000.00
3600 - Postage	\$ 100.00
3700 - Phone Expense	\$ 2,280.00
3800- Events and Training	\$ 300.00
3900 - Advertising	\$ 500.00
4300 - Rent/Lease Space	\$ 15,600.00
4700 - Copier	\$ 600.00
5100 - Supplies/Services	\$ 1,000.00
5600 - Professional Development	\$ -
5900 - Utilities	\$ 3,500.00
6800 - Insurance	\$ 2,100.00
7010 - Extension Council Election	\$ 200.00
7300 - Repairs/Maintenance	\$ -
<b>Total</b>	<b>\$ 90,480.00</b>
<b>Class 2000 Fund Transfer</b>	<b>\$ (5,020.00)</b>

# Emergency Management – Third Quarter Report

## Exercises

- Local Emergency Planning Committee – Billings Train Derailment Tabletop Exercise
- Search and Rescue – Christian County CERT Full Scale Exercise
- Operation: Polar Bear Phase 2 – CoxHealth Communication Tabletop Exercise
- Southwest Missouri Emergency Support Organization – “Central City” Tabletop Exercise Planning

## Community Events

- Disaster Animal Response Team Dog Walk – Raised around \$2,500
- Ozark Craft Fair Parking
- Billings Labor Day Parade Traffic Control
- Clever Homecoming Parade Traffic Control

## Grants

- Closing/Closed
  - FY 24 EMPG grant
  - FY 23 MO CERT 1 Grant
- In-Progress
  - FY 24 MO CERT 1 Grant
- Application Submitted
  - FY 24 LEPC
  - FY 25 EMPG
- Recently Awarded
  - FY 25 MO CERT 1 Grant
  - FY 25 Elliott Grant





# **Emergency Management – Third Quarter Report**

## **Community and Volunteer Education**

- CERT Course for the Health Department
- Children's First Aid
- Medical Reserve Corps Meeting – Topic: Health and Safety Measures During Mass Care
- Citizen Corps General Meeting – Topic: Disabilities and Disaster
- Citizen Corps General Meeting – Topic: Wide Area Search
- Wilderness Search and Rescue Course

## **Response and Coordination**

- Radio Testing with Christian County Dispatch
- Six Fire Corps Responses
- Sinkhole

## **Other**

- Southwest Missouri Emergency Support Organization Meeting
- Citizen Corps Board Meeting
- MO CERT 1 Meetings
- Threat and Hazard Identification and Risk Assessment
- Hazard Mitigation Planning
- Missouri FIFA World Cup Planning

## Highway Department Q3 Update

10-23-2025

### Major Bridge Projects

C1 Green Bridge Construction Project: Deck work continuing, anticipating project completion in December

C1 Green Bridge Reassembly Project: Will start in November/December

C1 Red Bridge Design: On hold due to Federal shutdown

C2 Hawkins Bridge Design: Working with adjacent landowner regarding driveway. Right of way negotiations are about to begin.

C1 Chadwick Rd Bridge over Cedar Creek, FLAP Grant. Program Agreement scheduled for approval today

### Major Roadway Projects

C2 Sanders Valley Safety Improvements: Public meeting held on 10/22

C1 Cottonwood Right of Way Acquisition: Work to begin after Green Bridge opens

C2 Tracker Rd & Nicholas Rd Improvements, STBG Funding

C2 Holder Rd Box Culvert Grant: Waiting on Ph 2 approval

C1 Rosemead Rd Stormwater Design

### ARPA Projects

Completed:

- C2 Fern Rd Low Water Crossing Improvements
- C1 Columbine Rd Stormwater & Water Quality Improvements
- C1 Greene Rd Stormwater & Water Quality Improvements
- C1 Rochester Rd Stormwater & Water Quality Improvements
- C1 Sawmill Hollow Rd Stormwater & Water Quality Improvements
- C1 Springhill Rd Stormwater & Water Quality Improvements
- C1 Parched Corn Rd Stormwater & Water Quality Improvements

Design:

- C2 Tracker Rd Area-Wide Detention Design

- C2 James River Master Plan
- C2 Oak Grove Neighborhood Stormwater & Water Quality Design
- C2 Dry Hollow Bridge Design

#### Highway Department Crews

<b>Task</b>	<b>Hours</b>
Brush Cutting	5,266.50
Culvert Work	734.50
Ditch Work	571.00
Edging Work	260.00
Grading	1,208.00
Hauling	2,663.50
Blade Patching	227.00
Pothole Patching	1,201.50
Sign Installation & Repair	409.50
Tree Work	2,849.81

<b>Item</b>	<b>Tons</b>	<b>Cost</b>
Cold Mix	1,318.25	\$87,028.35
Hot Mix	1,879.84	\$125,949.28
Base Rock	15,560.03	\$124,428.82
Quarry Rock	1,172.15	\$18,030.21

#### In-House Projects

- C1 Boston Rd Culvert Replacement
- C1 Reed Rd Culvert Replacement
- C1 Rosemead Rd Culvert Replacement
- C2 Fern Rd New Culvert Installation
- C2 Harris Rd Culvert Replacement
- C2 Double Spring Rd Ditch Work
- C1 Johns Ford Edge Repair
- C2 Reno Springs Blade Patch & Armoring



Annual Resurfacing Program

<b>C1</b>	<b>HMA</b>	<b>C/S</b>	<b>2-C/S</b>	<b>Tree Clearing</b>
<b>Total (LF)</b>	35,229.00	43,612.80	6,600.00	
<b>Total (Mi)</b>	6.67	8.26	1.25	
<b>Tons</b>	8,615.70			
<b>Total Cost</b>	757,585.11	131,044.46	25,383.36	44,887.50

HMA: BLACKBERRY, E/W ORIOLE, CARDINAL, N/S ROSE, FLORA, S EMMA, REED, **QUARRY LOOP,**  
**DAVIS RD**

SCS: BLUE JAY, REESE, QUAIL, WHIPPORWILL, PERSIMMON HOLLOW, CHORN, SHADY RIDGE,  
MERRITT, HODGES, HOPE

DCS: MONARCH, TEMPLE HILL

<b>C2</b>	<b>HMA</b>	<b>C/S</b>	<b>2-C/S</b>	<b>Tree Clearing</b>
<b>Total (LF)</b>	41,253.00	17,846.40	17,318.40	
<b>Total (Mi)</b>	7.81	3.38	3.28	
<b>Tons</b>	7,722.00			
<b>Total Cost</b>	594,918.25	81,918.00	168,885.00	10,000.00

HMA: HARRIS, ROSEMARY, **FRAZIER**, DEWBERRY, WILL AVEN, OLD RIVERDALE, **HONEYSUCKLE,**  
BRYAN, KELLY, CHRISTOPHER. ROBIN

SCS: PALM, MADDEN, JADE, PIN OAK, MAPLEWOOD, EVERGREEN

DCS: KERR, OLD LIMEY, FERN

## General

Started in-house Class A CDL training in September 2022. Since then, we have trained 11 employees.

Passed: 10

In Progress: 1

Stormwater & Roadway Plan Review: Auburn Ridge, County Line Estates, Crystal Estates, Dogwood, Log Guy Warehouse, Ozark Electric Expansion, Sancrest, Strafford Steel, Timberline Estates

TEAP grant awarded for FY26. \$12,000 for a County-Wide Sign Inventory.

## Service Requests

As of 10/24/2025

<b><i>No. of Requests</i></b>	370
<b><i>Open</i></b>	12
<b><i>Average Duration (Days)</i></b>	3
<b><i>% Closed</i></b>	98%

## Financials

As of 10/24/2025

<b><i>No. of Requisitions</i></b>	533
<b><i>Total \$</i></b>	2,858,682.12



Green Bridge  
10/8/2025

1



Green Bridge  
10/8/2025

2



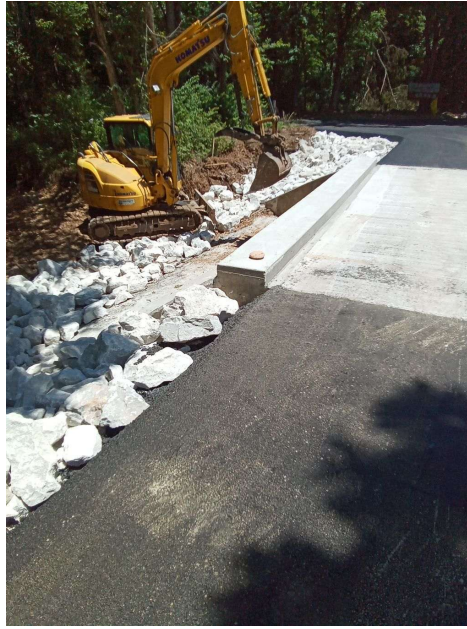
Fern Rd ARPA Project

3

Greene Rd  
ARPA Project

4





Parch Corn Rd  
ARPA Project

5



Rochester Rd  
ARPA Project

6



Springhill Rd  
ARPA Project



7

Springhill Rd  
ARPA Project



8



Double Springs  
Ditch Work

9



Johns Ford Edge  
Work

10



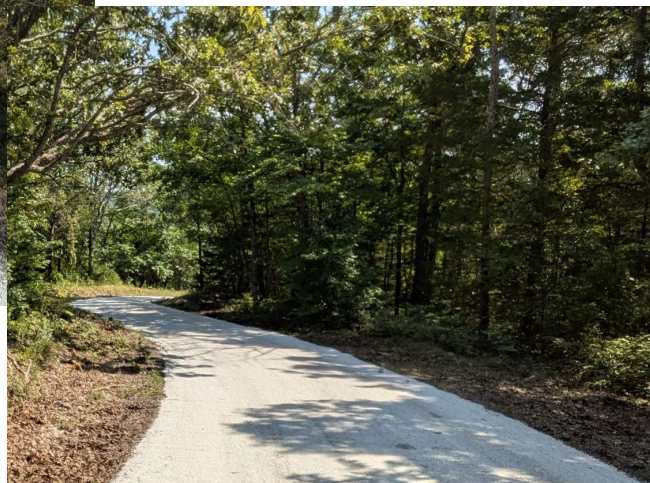


Reno Springs  
Improvements

11



Chorn Rd  
SCS



Hodges Rd  
SCS

12





Persimmon Hollow  
SCS

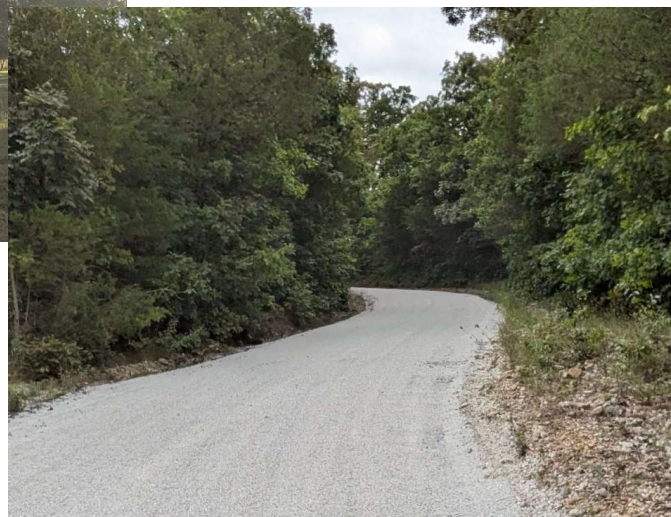


Reese Rd  
SCS

13



Shady Ridge  
SCS



Monarch Rd  
DCS

14



15



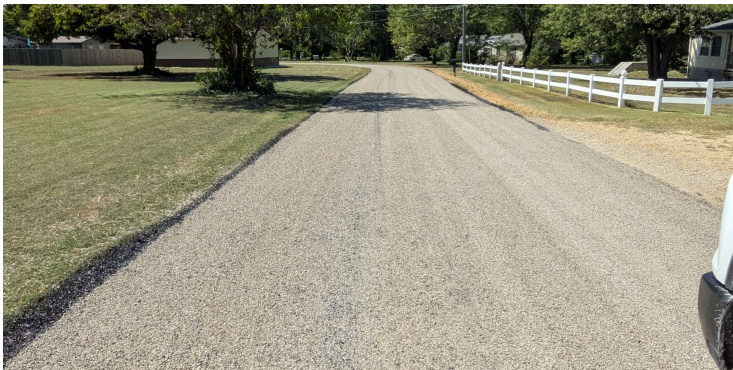
16





Kerr Rd  
DCS

17



Evergreen Circle  
SCS



Fern Rd  
DCS

18





19



20

CCO Form: FS24  
Approved: 09/14 (MWH)  
Revised: 03/25 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: FLAP - 090  
Award Year: SFY 2026  
Federal Agency: Federal Highway Administration, Eastern Federal Lands Highway Division

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
FEDERAL LANDS ACCESS PROGRAM  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Christian County (hereinafter, "County").

WITNESSETH:

WHEREAS, a Project Memorandum of Agreement has been entered into by the Commission, Eastern Federal Lands Highway Division, and the County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Title 23 United States Code (USC) 204, funds to be used for Federal Lands Access Program activities. The purpose of this Agreement is to grant the use of such Federal Lands Access Program funds to the County.

(2) LOCATION: The Federal Lands Access Program funds which are the subject of this Agreement are for the project at the following location:

Chadwick Road over Cedar Creek Bridge #4630009

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline

within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County. The County may not be eligible for future Federal Lands Access Program Funds if the County does not meet the reasonable progress policy.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the County shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("Department" or "MoDOT") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The County is required or will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of



administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA) (42 USC §12101, *et seq.*). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules, or instructions issued by the Commission or the USDOT. The County will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(9) ASSIGNMENT: The County shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.

(12) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance

of all functions or work contemplated as part of this project is assumed by the County, and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(15) MAINTENANCE OF DEVELOPMENT: The County shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the County shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the County shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the County fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the County in writing of the County's failure to maintain the improvement. If the County continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the County. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) PLANS: The County shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the County as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by County. Any costs incurred by County prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be One hundred percent (100%) not to exceed \$323,000 (Three hundred twenty-three thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The County shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The County shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the County must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical, or cultural requirements of federal or state law or regulation.

(21) INSPECTION OF IMPROVEMENTS AND RECORDS: The County shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the County's contractor and subcontractor on the herein project. The County shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Federal Lands Access Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from

the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials, or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 USC §323.

(23) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the County of any required goals for participation by DBEs to be included in the County's proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of 49 CFR Part 26, as amended.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) NOTICE TO BIDDERS: The County shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(26) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(27) OMB AUDIT: If the Grantee expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expend(s) less than one million dollars (\$1,000,000) in a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The County shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this \_\_\_\_\_.

Executed by the Commission this \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CHRISTIAN COUNTY

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

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

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

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

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_

Secretary to the Commission

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

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

Commission Counsel

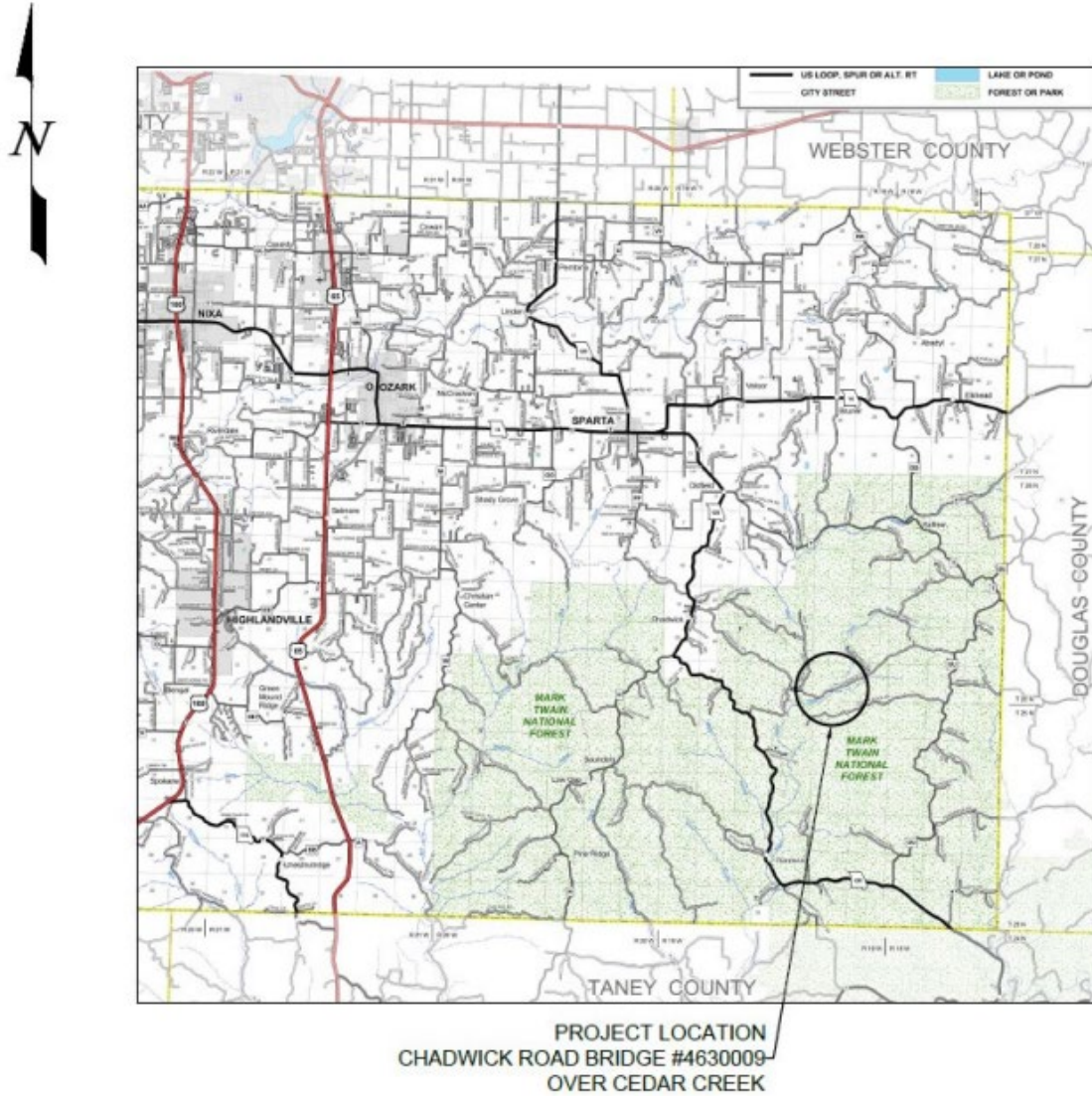
By: N. [Signature]

Title: County Counselor





## Exhibit A - Location of Project



Christian County

Chadwick Road over Cedar Creek Bridge #4630009 Replacement

T 26N, R19W, S35

36°54'07.5"N  
92°59'17.2"W



## Exhibit B – Project Schedule

Project Description: Replacement of bridge #4630009 Chadwick Road over Cedar Creek. FLAP-090

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	10/2025
Solicitation for Professional Engineering Services (advertised)	01/2026
Engineering Services Contract Approved	04/2026
Preliminary and Right-of-Way Plans Submittal	10/2026
Plans, Specifications & Estimate (PS&E) Submittal	04/2027
Plans, Specifications & Estimate (PS&E) Approval	06/2027
Advertisement for Letting	07/2027
Bid Opening	08/2027
Construction Contract Award	09/2027

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials**

**and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or



mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# Christian County Commission

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

## AGREEMENT FOR CONTRACT SERVICES

**THIS AGREEMENT FOR CONTRACT SERVICES** (the "Agreement") is made and entered into as of November 15, 2023, by and between the County of Christian, ("County"), and the Contractor identified on page one of this document, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

### PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Christian County location(s) as set forth in the Scope of Services; included herein. See RFQ 2023-19 Data Solutions Services.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services; included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **November 16, 2023** (Commencement Date) and shall continue until **November 15, 2024** with the option to renew for three (3) additional one-year periods.
- D. **Party Representatives:**
  - D.1. The County designates the following person to act on County's behalf: Bill Rawlings, IT Manager. The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on page one of this document.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

### PART II – GENERAL PROVISIONS

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

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time



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consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County:** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

## 2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-B or better



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rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than \$500,000.00 per person and \$3,500,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$1,000,000.00 each accident whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Register pursuant to Section §37.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement**: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontractor 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.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign.

governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws,

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

3.1. Compliance with Laws: Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. Licenses, Permits, Fees and Assessments: Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. Non-Discrimination Assurance: With regard to work under this Agreement, the Contractor agrees as follows:

- a. Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
- b. Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment, in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- c. Solicitations for Subcontracts, Including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
- d. Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
  - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment,



RFQ #2023-19 Data Solutions Services

unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

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

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

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason



## RFQ #2023-19 Data Solutions Services

of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County. If the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-Liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach



## RFQ #2023-19 Data Solutions Services

by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

- 3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

#### 4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721

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

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

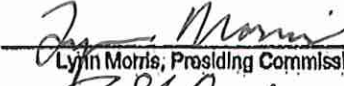
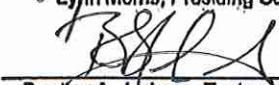
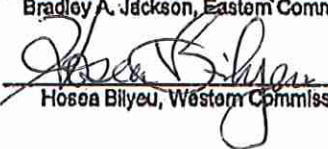
RFQ #2023-19 Data Solutions Services

- 4.6. Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

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


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

COUNTY OF CHRISTIAN

By:   
Lynn Morris, Presiding Commissioner  
By:   
Bradley A. Jackson, Eastern Commissioner  
By:   
Hosea Bilyeu, Western Commissioner

CONTRACTOR

Company Name: CHL DATA SOLUTIONS, LLC

By:   
Title: C.T.O.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



ATTEST BY:   
Paula Brumfield, Christian County Clerk

Approved as to form:

By:   
N. Austin Fox, Christian County Counselor

AUDITOR CERTIFICATION

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

  
Amy Dent, Christian County Auditor  
12/5/2023  
Date



# 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

October 30, 2025

CKC Data Solutions  
PO Box 1416  
Springfield, Missouri 65801  
Brad Rogers  
[BRogers@ckcdatasolutions.com](mailto:BRogers@ckcdatasolutions.com)  
417-812-5251

RE: RFQ #2023-19 Data Solutions Services

The Christian County Commission voted in session today to renew the contract for Data Solutions Services (RFQ #2023-19) to CKC Data Solutions.

The original contract was awarded in December 2023 with options to renew. This is the second contract renewal (year three). This contract renewal will begin 12/5/2025 and go through 12/4/2026.

Your point of contact will be IT Manager Bill Rawlings. Mr. Rawlings can be reached by email at [Brawlings@christiancountymo.gov](mailto:Brawlings@christiancountymo.gov) or at 417-582-5131.

\_\_\_\_\_  
Johnny Williams  
Western Commissioner

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

\_\_\_\_\_  
Lynn Morris  
Presiding Commissioner

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

\_\_\_\_\_  
Bradley A. Jackson  
Eastern Commissioner

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



October 8, 2025

Christian County  
Paula Brumfield, County Clerk  
Madison Raines, Payroll  
100 W. Church Street, Room 304  
Ozark, MO 65721

Dear Paula & Madison:

Christian County (the County) remains committed to serving its residents, businesses, and the community with accountability, transparency, and efficiency. KPM CPAs, PC (KPM) understands that to achieve these goals, the County relies on trusted advisors who can anticipate challenges and deliver practical solutions. Our team is dedicated to providing payroll consulting and advisory services that not only address compliance and reporting requirements but also help streamline processes and improve accuracy.

As requested, KPM can provide the following services to the County with estimated fees.

### **Payroll Consulting & Advisory Services**

We will provide the County with payroll consulting and advisory services designed to help organizations navigate the complexities of payroll compliance, accuracy, and efficiency. While we would not process the County's payroll, we will serve as an advisor — offering proactive guidance, compliance updates, and expert insights so that your payroll operations remain smooth, accurate, and legally compliant. KPM's payroll advisors can help with:

- **Legislative & Compliance Updates**  
Guidance on new payroll-related laws and regulations (*e.g.*, OBBBA, Missouri Paid Sick Leave Law/Proposition A), helping to ensure the County stays compliant and avoids penalties.
- **Payroll Deductions & Withholdings**  
Advising on proper payroll deductions, contributions, and benefits withholding to reduce errors and maintain compliance with federal and state requirements.
- **W-2 & Payroll Record Accuracy**  
Reviewing payroll reporting and employee W-2s for accuracy and compliance, with recommendations to correct discrepancies.
- **Best Practices in Payroll Administration**  
Providing insights on payroll structure, policies, and documentation to optimize efficiency and reduce risk.
- **Custom Advisory Support**  
On-call consulting for any payroll-related questions or unique situations that arise — from employee leave policies to tax updates.

### **Fees**

The fee for KPM's payroll consulting and advisory services is **\$700 per month** or **\$330 per hour**. The County may choose which option best suits your needs — a monthly or hourly rate solution.

[www.kpmcpa.com](http://www.kpmcpa.com)

1445 E. Republic Road | Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343



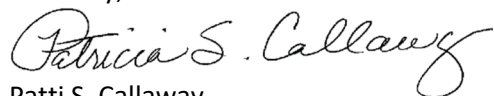
## Terms

- Fee structure will begin November 1, 2025
- Fees quoted are valid for services performed through the accounting period ending March 31, 2026
- Fees will be reassessed at the end of the stated six-month period to ensure this agreement is equitable to both parties involved
- This can be canceled at anytime

As a top Midwestern firm by Accounting Today, we believe we are well suited to provide the additional resources you need. Our experience working with the County will allow our advisors to address key financial issues with the prompt, thorough, and proactive service you expect when working with KPM. Learn more about KPM and our payroll services on the following pages.

We are excited about building upon our strong working relationship with the County and supporting your team as they concentrate on the daily operations. Please contact me by phone at 417-882-4300 or by email at [pcallaway@kpmcpa.com](mailto:pcallaway@kpmcpa.com), should you have any questions.

Sincerely,



Patti S. Callaway  
Manager

By signing below, Christian County agrees to the terms and conditions of the engagement provided herein.

---

Christian County

---

Date

---

KPM CPAs, PC

---

Date

# Payroll Services

→ Simplify Your Payroll Process with KPM's Experienced Advisors

Managing payroll can be complex and time-consuming, but it doesn't have to be. At KPM CPAs & Advisors (KPM), we offer payroll services designed to streamline your processes, maintain accuracy, and keep you in compliance with ever-changing regulations. Here's how we can help:

## ► FULL-SERVICE PAYROLL PROCESSING

We handle every aspect of your payroll, from calculating wages and deductions to managing direct deposits and issuing paychecks. Our team makes sure your employees are paid accurately and on time, every time.

## ► TAX FILING & COMPLIANCE

Navigating payroll taxes can be tricky. We take care of federal, state, and local payroll tax filings. Our services include timely and accurate filing of tax forms, such as W-2s and 1099s, to help reduce the risk of penalties.



## ► EMPLOYEE SELF-SERVICE PORTAL

Empower your employees with access to a user-friendly self-service portal. Here, they can view their pay stubs, manage direct deposit information, and access year-end tax documents anytime, anywhere.

## ► TIME & ATTENDANCE SOLUTIONS

Simplify time tracking with our integrated time and attendance solutions. Whether you need basic timekeeping or more advanced scheduling and reporting, we have the tools to make managing employee hours easier and more accurate.

## 10 COMMON RISKS WHEN SELF-MANAGING PAYROLL

- Compliance Complexities
- Data Security Threats
- Tax Filing Errors
- Time-Consuming Processes
- Payroll Software Risks
- Lack of Expertise
- Employee Dissatisfaction
- Benefit Administration Challenges
- Recordkeeping Burden
- Opportunity Costs



**KPM**  
CPAS & ADVISORS

## You Can 'Account' On Us.

Contact Us To Help Solve Your Problems

### ► BENEFITS ADMINISTRATION

We also assist in managing employee benefits, such as health insurance and retirement plans. Our payroll services are fully integrated with benefits administration, making it easy to handle deductions and contributions seamlessly.

### ► CUSTOMIZED REPORTING

Gain insights into your payroll data with our customized reporting services. We provide detailed reports on payroll expenses, labor costs, and more, helping you make informed business decisions.

### ► DEDICATED SUPPORT

At KPM, we pride ourselves on providing personalized service. Our dedicated payroll specialists are always available to answer questions, resolve issues, and make sure your payroll runs smoothly.



**MEMBER OF THE AMERICAN PAYROLL  
ASSOCIATION & NAMED AMONG THE TOP 5  
'AREA'S LARGEST PAYROLL COMPANIES' BY  
THE SPRINGFIELD BUSINESS JOURNAL**

### ► READY TO SIMPLIFY YOUR PAYROLL?

Let us take the burden off your shoulders so you can focus on what you do best — growing your business. **Contact us today to learn more about how our payroll services can benefit your company.**



## NOT READY TO COMPLETELY OUTSOURCE PAYROLL?



We offer a thorough payroll process review to help you identify inefficiencies, risks, and opportunities for improvement within your current system. Our experts will assess your existing processes, provide actionable recommendations, and help you implement best practices to enhance accuracy and compliance, whether you continue managing payroll in-house or consider partial outsourcing.



**NO MATTER THE LEVEL OF  
SUPPORT YOU NEED, KPM  
CAN HELP. CONTACT US  
TO LEARN MORE.**

**KPM**  
CPAS & ADVISORS

417-882-4300 | [info@kpmcpa.com](mailto:info@kpmcpa.com)  
[www.kpmcpa.com](http://www.kpmcpa.com) | #KPMCPAs  
1445 E. Republic Road | Springfield, MO 65804



**f i in** **Let's Connect**  
Contact Us Today To Speak With Our Advisors

**BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.**

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

**COUNTY OF CHRISTIAN**

By: \_\_\_\_\_  
Lynn Morris, Presiding Commissioner

By: \_\_\_\_\_  
Bradley A. Jackson, Eastern Commissioner

By: \_\_\_\_\_  
Johnny Williams, Western Commissioner

**AUDITOR CERTIFICATION**

ATTEST BY: \_\_\_\_\_  
Paula Brumfield, Christian County Clerk

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

*Approved as to form:*

By: \_\_\_\_\_  
N. Austin Fax, Christian County Counselor

\_\_\_\_\_  
Amy Dent, Christian County Auditor

\_\_\_\_\_  
Date





# 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

October 30, 2025

KPM CPAs & Advisors  
1445 E Republic Road  
Springfield, MO 65804  
Attn: Patti S Callaway  
417-882-4300

RE: PS #2025-14 Payroll Consulting & Advisory Professional Services

The Christian County Commission voted in session today to award the contract for Payroll Consulting & Advisory Professional Services to KPM CPAs & Advisors.

Your point of contact will be County Clerk, Paula Brumfield. County Clerk Brumfield can be reached at 417-582-4340, or by email at [pbrumfield@christiancountymo.gov](mailto:pbrumfield@christiancountymo.gov).

\_\_\_\_\_  
Johnny Williams  
Western Commissioner

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

\_\_\_\_\_  
Lynn Morris  
Presiding Commissioner

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

\_\_\_\_\_  
Bradley A. Jackson  
Eastern Commissioner

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



## **2023-0017 Addendum 1**

### **Republic Services**

### **Allied Services**

### **Supplier Response**

#### **Event Information**

Number: 2023-0017 Addendum 1  
Title: MATERIAL HAULING SERVICES FOR RECYCLING CENTER  
Type: Request for Proposal  
Issue Date: 8/25/2023  
Deadline: 9/21/2023 10:00 AM (CT)  
Notes: Christian County invites qualified vendors to submit responses for the Request for Proposal 2023-0017 in accordance with the requirements stated herein for Material Hauling Services for Recycling Center. Christian County Recycling Facility is located at 1300 W. Hall Street, Ozark, Missouri 65721. It is open to the public Tuesday through Friday from 7:30 a.m. - 5:00 p.m., Saturday 8:00 a.m. - 12:00 p.m. It is closed on Sunday and Monday. This facility provides a location where residents of Christian County can drop off certain recyclable materials. The facility accepts mixed plastics, cardboard, aluminum cans, tin cans, loose paper, books and magazines.

The County wishes to contract with a company that will pick up the recycling from the Recycling Center after it has been baled by Christian County and loaded into a semi trailer for pickup.  
Exception: Tin Cans and Paper are not baled; they are placed in

Gaylord boxes. When the boxes are full, they are placed in the trailer.

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 10:00 a.m. on September 15, 2023.

**A pre-proposal conference will be held at the Purchasing Office (not the Recycling Center) located in the Christian County Employee Services Building at 10:00 a.m. (CST) on Wednesday, September 6, 2023**

**Christian County Employee Services  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721**

A site tour of the Recycling Center building will be given after the preproposal conference. Vendors are not required to attend the pre-proposal conference; however, it is highly encouraged. Please contact purchasing at 417-582-4309 or email [purchasing@christiancountymmo.gov](mailto:purchasing@christiancountymmo.gov) to register for the pre-proposal conference. This visit will familiarize prospective bidders with the buildings and all the environmental conditions that may affect the work involved.

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#### **SCHEDULE OF EVENTS**

EVENTS	DATE/TIME
RFP Distribution	08-31-23
Preproposal Meeting and Site Tour	09/06/23@ 10:00 a.m.
Proposal Due Date	09/21/23@ 10:00 a.m.
Target Date for Review of Proposals	09/27/23
Anticipated decision and recommendation to Commission	10/03/23

#### **CURRENT RECYCLING MATERIAL HAUL OFF SERVICES PROCESS:**

Currently our vendor provides an empty semitrailer, pallets, wire (for

the bails), and gaylord boxes. When the trailer is full, the Recycling Center personnel contacts the vendor for pickup. The vendor arrives within 48 hours of contact. The vendor hooks up the full trailer to be recycled and drops one empty trailer for filling at the Recycling Center.

#### **REVENUE:**

The vendor pays Christian County by weight. Each material loaded is weighted and the vendor pays the County the agreed rate per ton for each type of materials. See LINE ITEMS tab for your response. Also, see under ATTACHMENTS tab what previous contractor supplied for breakdown of recycled materials they received from Christian County.

#### **REVENUE CHECKS:**

Checks should be made to Christian County Commission within **30 DAYS** of receipt of recycled materials from the Recycling Center.

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#### **EVALUATION:**

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, and a Best and Final offer (BAFO)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation. Each Proposers must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed below, the County may reject that proposal.

#### **EVALUATION CRITERIA**

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

##### **70% Total Cost**

**30% Adherence to RFP requirements, including responses to questions under Attributes, Line Items and References.**

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.



Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

### **BIDDER'S RESPONSIBILITIES**

By submitting a proposal electronically in the electronic bidding portal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms.

It is the responsibility of the bidder to examine and review projects and specifications. All bidders are responsible to verify the quality, availability, and schedule of any products that they may need for this proposal.

It is the responsibility of the bidder to provide all the required documents requested in this RFP.

### **TERMS AND CONDITIONS:**

The vendor is cautioned when submitting forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. **Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.**

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

-

### **BILLING AND PAYMENTS:**

Invoices, when applicable, will be submitted to **Christian County Commission, 100 W Church St, Room 100, 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 on a monthly basis 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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**REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE**  
**Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.**

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)).

**TRANSIENT EMPLOYER LAW:**

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.

### **CONTRACT DOCUMENTS:**

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, Addenda to RFP, RFP, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement.

### **EXCEPTIONS IN THE RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

All contracts MUST be approved by a majority of the County Commission, attested by the County Clerk, approved to form by the County Attorney and certified by the County Auditor.

*Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.*

*BAFO – the Best and Final offer of the Contractor that is in response to the Request or BAFO.*

*Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.*

### **QUESTIONS/REQUESTS FOR SUBMITTAL:**

Bidder shall include with submission in electronic bidding portal, of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form. Failure to provide this information as instructed may result in rejection of proposal

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this RFP.

- Provide the project manager name, contact information and provide a copy of his resume.
- Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)·

Information on applicable prior projects completed for Christian County Commission.

**Listing of equipment:**

- a. Type of equipment to be used for work under this contract.

**PROPOSAL OPENING:**

All proposals to be submitted in the portal by September 21, 2023, before 10:00 a.m.

Proposals will be opened publicly, **via the electronic bidding portal, at 10:00 a.m. on September 21, 2023.**

Only the names of the offerors will be read aloud at the proposal opening. Evaluations of proposal(s) will be made available upon award of contract.

\*\*\*\*\*  
\*\*\*\*\*

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 in 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 include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

**Contact Information**

Contact: Kim Hopkins Purchasing Manager  
Address: Christian County Purchasing  
202 West Elm Street  
Ozark, MO 65721  
Email: khopkins@christiancountymo.gov



## Republic Services Information

Address: 2115 W Bennett  
Springfield, MO 65807  
Phone: (417) 268-1204

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

Byron Wilcox

Signature

Submitted at 9/21/2023 09:31:52 AM (CT)

BWilcox@RepublicServices.com

Email

## Requested Attachments

### DECLARATION PAGE

DECLARATION\_PAGE -  
Signed.pdf

This must be printed out, filled out and signed. Please upload this Declaration Page when completed. Declaration: The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original request for proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

### BID PRICING - ATTACH HERE

Christian County Recycling Center  
- Pricing for Bid #2023-17.docx

Please upload your bid pricing attachment using the OBM/PPW Board Market Publication index, if applicable. Just so you know, you do not have to bid on all categories, but be clear on the categories you are bidding. The date the bid closes is the date we will use to begin the pricing. Please note that evaluations must be made, and the Commission must approve awards. Christian County may request clarification.

## Bid Attributes

### 1 Christian County Terms and Conditions

#### Christian County Bidder Requirements Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0423 and acknowledge your acceptance below.

Acknowledged

### 2 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0423, please provide details below. If no exceptions, please enter N/A.

We propose to use the RecycleMarkets.net index for commodities that are not listed in the OBM/PPW Board Market Publication index. We feel this will ensure that Christian County always receives fair pricing. Copies of the index can be provided monthly with the OBM/PPW.

### 3 Submission Responses

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

**4 Bid Attachments**

It is necessary to download and review all attachments that pertain to this event. Please note that Addendum One has been included.

☒ I have downloaded and read all attachments.

**5 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 Agent during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. 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.

**6 Attachments Required**

Be sure to upload all required documents and forms to the Response Attachments" tab of this bid event.

**7 Bid Opening**

Any proposal received later than the specified time will not be accepted. Any questions pertaining to the proposal procedures should be addressed to the Purchasing Agent at [purchasing@christiancountymmo.gov](mailto:purchasing@christiancountymmo.gov). No bids shall be sent to this email address. The bids go only through this electronic bid system.

If the County office electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next County calendar business day, unless the bidder is otherwise notified by the County, the time of day for submission shall remain the same.

**8 BIDDER REQUIREMENTS**

**BIDDER REQUIREMENTS**  
The following items require an answer

**9 Conflict of Interest Questionnaire**

Does the vendor have a Conflict of Interest with Christian County?

No

**10 Conflict of Interest Questionnaire Part 2**

If there is a Conflict of Interest with Christian County, please enter the name and details below. If no conflict exists enter N/A.

N/A

**11 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.

☒ Checkbox

1  
2**Debarment and List of Suspension**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1  
3**Cooperative Purchasing**

The vendor should indicate by checking "yes" or "No" in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.

Note: Indicating no will not affect the evaluation of your bid.

1  
4**References 1**

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name

Representative Email

Representative Phone

1  
5**Reference #2**

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name

Representative Email

Representative Phone

1  
6**Reference #3**

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name

Representative Email

Representative Phone

1  
7**Renewals**

We anticipate this contract to be valid for a period of one (1) year from the Date of Award.

Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of four (4) additional years.

If exercised, the option shall be executed as quoted herein subject to a **maximum percentage** of increase, for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

1. First Renewal Period estimated (**year 2**): Maximum Increase \_\_\_\_\_%.
2. Second Renewal Period estimated (**year 3**): Maximum Increase \_\_\_\_\_%.
3. Third Renewal Period estimated (**year 4**): Maximum Increase \_\_\_\_\_%.
4. Fourth Renewal Period estimated (**year 5**): Maximum Increase \_\_\_\_\_%.

*Agreements* signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Contract 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  
8**VENDOR PROCESS**

Explain your Hauling of Recycled Materials business process so that Christian County has a clear picture of expectations, should you be awarded the contract.

Provide any details that you feel are important for the evaluation committee to know.

Freight and/or material costs, if applicable, should be inserted into the lines below (. Be specific and concise please. You will also include your pricing for tonnage under LINE ITEMS tab.

1  
9**Materials**

Do you charge for any materials, i.e. wire, boxes.

2  
0**Material Costs**

If yes, please state below the items to be charged and the cost. Please give the correct UOM next to the cost, i.e. roll, case, carton.

If you do not charge for your supplies please type N/A.

2  
1**Freight**

Do you charge for freight?

2  
2**Freight Continued**

If you charge for freight, please explain your calculations. If you do not charge for freight type N/A.



<b>2</b> <b>3</b>	<b>Notice for Pickup</b> The Recycling Center calls when the trailer is full to be picked up. The trailer is picked up within 48 hours. Once a call is made to your company for pickup, how long should we anticipate before pickup is made? Please state below in HOURS. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Less than 48 HOURS</div>
<b>2</b> <b>4</b>	<b>SUBCONTRACTORS</b> Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier. List items to be subcontracted with proposed subcontractor (if applicable):  If no subcontractors then write N/A.  <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>
<b>2</b> <b>5</b>	<b>AUTHORIZED SIGNATURE</b> As authorized signatory, you are agreeing that you have legal authority to sign on behalf of your company. Is this correct?  Note: If you enter NO this bid will be nonresponsive.  <b>YOU MUST UPLOAD THE DECLARATION PAGE with a wet signature or you bid will be nonresponsive.</b>  See bid attachments to print the <b>Declaration Page</b> and upload in the Response page. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Yes</div>
<b>2</b> <b>6</b>	<b>DECLARATION</b> The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. By clicking "I have read and accept" you are declaring that you are approving the above  <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Yes</div>

### Bid Lines

<b>1</b>	<i>Line deleted as part of an Addendum</i>
<b>2</b>	<i>Line deleted as part of an Addendum</i>
<b>3</b>	<i>Line deleted as part of an Addendum</i>
<b>4</b>	<i>Line deleted as part of an Addendum</i>
<b>5</b>	<i>Line deleted as part of an Addendum</i>

**Response Total: 0**



# 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

October 30, 2025

Republic Services  
911 N Farm Rd 123  
Springfield, MO 65802  
ATTN: Byron Wilcox  
[bwilcox@republicservices.com](mailto:bwilcox@republicservices.com)  
417-268-1204

RE: Contract Renewal RFP #2023-17 Material Hauling Services - Recycling Center

The Christian County Commission voted in session today to renew the contract for RFP #2023-17 Material Hauling Services for Recycling Center, to Republic Services.

The contract (originally awarded October 10, 2023) was for one year with options to renew. This is the second renewal period (year three). This contract renewal is effective October 10, 2025, through October 9, 2026.

Your point of contact is Todd Wiesehan, Director of Resource Management. Mr. Wiesehan can be reached by email at [toddwiesehan@christiancountymo.gov](mailto:toddwiesehan@christiancountymo.gov) or by phone at 417-581-7242.

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Johnny Williams  
Western Commissioner

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Lynn Morris  
Presiding Commissioner

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Bradley A. Jackson  
Eastern Commissioner

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Date

---

Date

---

Date



## 2023-007 Addendum 1

### KONE Inc.

### Supplier Response

#### Event Information

Number: 2023-007 Addendum 1  
Title: ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR  
Type: Request for Proposal  
Issue Date: 10/4/2023  
Deadline: 10/25/2023 10:00 AM (CT)  
Notes:

#### ADDENDUM ONE:

A **mandatory** preproposal conference was held on October 10, 2023 at 9:00 a.m. Those in attendance are as follows: Jeannie Reeves, MEI; Joe VanZant, Kone; Zach Owen, Kone; Dustin French, TKE; Richard Teague, Christian County Maintenance; Kim Hopkins-Will and Ellen Neville-Verdugo, Christian County Purchasing. Only these three vendors can participate in this proposal process.

The online proposal was viewed and discussed. Afterwards a site visit was conducted by Richard Teague for all three buildings.

#### ADD TO YOUR PROPOSAL:

Please add the following to your proposal:

1. **Response time:** As discussed in the preproposal conference, response time can be critical for a number of reasons. Please provide your response time in hour increments: **THIS HAS BEEN ADDED TO THE ATTRIBUTES TAB #7 AND #8 .**

1. Normal response time:
2. Critical response time (i.e. someone is stuck in an elevator)

The County expects 24/7 service if there is an emergency.

2. **References** you have worked with in the past **three years** with a similar scope/size project. Provide the **three** references:

- Company name/contact name/address/phone/email **THIS HAS BEEN ADDED TO THE ATTRIBUTES TAB #9, #10 AND #11.**

### **EVALUATION AND SELECTION PROCESS**

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, and a Best and Final offer (BAF)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation. Each Proposers must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed in this RFP, the County may reject that proposal.

### **EVALUATION CRITERIA**

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

#### **70% Total Cost**

**30% Adherence to RFP requirements, including but not limited to, Firm Qualifications, Declaration Page, Exceptions to our T&C'S and references.**

Note: A poor/negative reference may result in disqualification. Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.



Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

NOTE: Declaration Page must be signed, dated with the appropriate information requested and **Uploaded in the RESPONSE ATTACHMENT tab**. Failure to do so will result in rejection of your bid.

## END OF ADDENDUM ONE

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Christian County invites qualified vendors to submit responses in accordance with the requirements stated herein for Elevator Preventative Maintenance and Repair for all onsite elevators.

Questions should be submitted online through the Christian County Electronic Bidding portal by **10:00 am on October 18, 2023**.

Christian County requires online bid submittals as it helps to expedite the bidding process and to alleviate errors.

**No faxed or emailed** submittals will be accepted.

### **A pre-proposal conference will be held at:**

**9:00 a.m. (CST) on Thursday, October 12, 2023.**

Christian County Employee Services  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721

Elevator Business hours will be from 7:00 a.m. - 4:00 p.m.

A site tour of each proposed building will be made available after the pre-proposal conference. Vendors are required to attend the pre-proposal conference, and there will be a site visit immediately following. This site visit will familiarize prospective bidders with the building and all the environmental conditions that may affect the work involved.

## SCOPE OF WORK

There are three elevator locations under this contract. Below are the locations, addresses, quantities of elevators per location and chair list if applicable:

Historic Courthouse: 110 W. Church Street, Ozark, MO - Quantity of 1

Justice Center Building - 110 W. Elm Street, Ozark, MO - Quantity of 3  
- (Chair - Quantity of 1)

Circuit Court Building-102 W. Walnut Street, Ozark, MO - Quantity of 3  
- (Chair - Quantity of 1)

Please provide annual pricing for each elevator under the Line items tab.

If you offer quarterly pricing, please ensure that is included in your attached agreement.

Note: Because Christian County has Courtrooms, it may be necessary to work around when court is in session. 7:00 a.m. works better because court is typically in session at 8:30 a.m.

We anticipate this agreement to be on a regularly scheduled basis. The service visits will be performed during normal business working days and hours.

We anticipate the following services to include, but not limited to:

- Examining the elevators equipment for optimum operation.
  - ◊ This is to include lubrication and adjustment will cover the following component's:
    - Control and landing positioning systems.
    - Signal fixtures.
    - Machines, drives, motors, governors, sheaves, and wire ropes.
    - Power units, pumps, valves, and jacks.
    - Car and hoistway door operating devices and door protection equipment.
    - Loadweighers, car frames and platforms, and counterweights
    - Safety mechanisms
  - ◊ Lubricate equipment for smooth and efficient performance
  - ◊ Adjust elevator parts and components to maximize performance and safe operation.

We anticipate the awarded vendor to provide full coverage parts repair and/or replacement for all components worn due to normal wear.

Note: Due to the sensitive nature of this procurement. All employees of the awarded vendor that will come onsite **must** pass a background check conducted by the county. An insurance certificate must also be

required before the awarded vendor begins work.

**YOU MUST REGISTER AS A SUPPLIER IN ORDER TO SUBMIT  
YOUR PROPOSAL!**

This is a nonexclusive award.

See attached State of Missouri Insurance Requirements (due upon award)

See attached E-Verify Affidavit/MOU Requirements (for contracts over \$5,000) due upon award

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 in 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 include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

### **Contact Information**

Contact: Kim Hopkins-Will, Purchasing Agent

Address: Purchasing Department

Employee Services

202 West Elm Street

Ozark, MO 65721

Phone: (417) 582-4309

Email: [purchasing@christiancountymo.gov](mailto:purchasing@christiancountymo.gov)

## KONE Inc. Information

Address: One KONE Court  
Moline, IL 61265  
Phone: (417) 862-1174

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

Joe VanZant

Signature

Submitted at 10/25/2023 08:52:11 AM (CT)

joe.vanzant@kone.com

Email

## Requested Attachments

### FIRM QUALIFICATIONS

KONE Firm Qualifications  
2023.pdf

Upload your firm qualifications letter here, on company letterhead, containing the specified elements outlined in Attribute #6

### DECLARATION PAGE MUST BE UPLOADED HERE

Declaration Page signed.pdf

If you do not upload the signed declaration page your bid will be rejected as nonresponsive.

### SERVICE AGREEMENT

Christian County Maintenance  
Proposal 102523.pdf

Please attach your Service Agreement. It should be detailed as to the who/what/when/where/how for the following: Inspections per year. Preventative maintenance and what that consists of. When there is a repair, not covered under the maintenance, what will that entail.

### E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

No response

E-Verify Affidavit and MOU is not required until an award is made.

### INSURANCE ACORD FORM

No response

This is not required until after an award is made.

## Bid Attributes

### 1 Christian County Bidder Requirements Terms and Conditions

Please download and thoroughly review the Christian County Bidder Requirements Terms and Conditions and acknowledge your acceptance below.

I have read and accept.

### 2 Christian County Bidder Requirements Terms and Conditions Exceptions

If responder indicated, above, there are exceptions to the Christian County Bidder Requirements Terms and Conditions, please provide details below. If no exceptions, please enter N/A.

N/A

### 3 No Deviations or Exceptions

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

Yes

#### 4 Deviations and Exceptions

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 will 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 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 Office 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.

#### 6 Firm Qualifications

Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP.
- Provide the project manager name, contact information and provide a copy of his resume.
- Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.
- Equipment and material storage requirements.
- Provide timeline for completion of project(s).
- Provide a detailed transition plan, if applicable.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

☒ I have read, understand and accept.

#### 7 RESPONSE TIME - NORMAL

**Response time:** As discussed in the preproposal conference, response time can be for a number of reasons. Please provide your response time in hour increments:

- Normal response time:

Regular Time Service Requests Response Time: 2 hours Overtime Service Requests Response Time: 4 hours



## 8 RESPONSE TIME - CRITICAL

**Response time:** As discussed in the preproposal conference, response time can be critical for a number of reasons. Please provide your response time in hour increments:

- Critical response time (i.e. someone is stuck in an elevator)

The County expects 24/7 service if there is an emergency.

Regular Time Entrapments/Emergency Response Time: .75 hour (45 mins) Overtime Entrapments/Emergency Response Time: 1 hour

## 9 REFERENCE #1

### References 1

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:  
Representative Name  
Representative Email  
Representative Phone

Greene County, Missouri - Providing elevator maintenance and repair services for over 15 years Franz Williams - Director of Building Operations fwilliams@greenecountymo.gov 417-868-4033

## 10 REFERENCE #2

### References 2

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:  
Representative Name  
Representative Email  
Representative Phone

Missouri State University - Providing elevator maintenance and repair services for over 20 years Mike Polm - Facilities Manager MPolm@MissouriState.edu 417-836-8767

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**REFERENCE #3**

**References 3**

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name

Representative Email

Representative Phone

Webster County, Missouri - Providing elevator maintenance and repair services for 7 years Stan Whitehurst -  
County Clerk clerk@webstercountymo.gov 417-859-8683

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**SERVICE CENTER LOCATIONS**

PROVIDE THE ADDRESS OF YOUR SERVICE CENTER LOCATIONS CLOSEST TO OZARK, MISSOURI, 65721.

KONE Springfield 211 S. Union Ave., Suite D Springfield, MO 65802

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**Attachments Required**

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event.

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**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.

☒ Yes

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**RENEWALS:**

This contract shall be valid for a period of one (1) year beginning January 1, 2024 through December 31, 2024.. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of four (4) additional years. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

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**Renewal #1 (Year 2)**

January 1, 2025 – December 31, 2025 Max Increase Not to Exceed: \_\_\_\_\_%.

3.5%

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**2nd Renewal (Year 3)**

January 1, 2026 – December 31, 2026 Max Increase Not to Exceed: \_\_\_\_\_%.

3.5%

<b>1 8</b>	<b>Renewal #3 (Year 4)</b>  <b>January 1, 2027 – December 31, 2027 Max Increase Not to Exceed: _____%.</b>  <div style="border: 1px solid black; width: 100px; text-align: center; margin: 0 auto;">3.5%</div>
<b>1 9</b>	<b>Renewal #4 (Year 5)</b>  <b>January 1, 2028 – December 31, 2028 Max Increase Not to Exceed: _____%.</b>  <div style="border: 1px solid black; width: 100px; text-align: center; margin: 0 auto;">3.5%</div>
<b>2 0</b>	<b>Cooperative Procurement:</b> The vendor should indicate by checking “yes” or “No” in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri. Note: Indicating no will not affect the evaluation of your bid. Yes _____ No _____ <div style="border: 1px solid black; width: 100px; text-align: center; margin: 0 auto;">No</div>

## Bid Lines

<b>1</b>	<b>Historic Courthouse: 110 W. Church Street, Ozark, MO</b>  Please provide the annual price for the service.  Note: Please note in your Service Agreement if there are options to pay quarterly.  Quantity: <u>  1  </u> UOM: <u>  EA  </u> Price: <div style="border: 1px solid black; width: 100px; text-align: center;">\$2,220.00</div> Total: <div style="border: 1px solid black; width: 100px; text-align: center;">\$2,220.00</div>
<b>2</b>	<b>Justice Center Building - 110 W. Elm Street, Ozark, MO - Quantity of 3 - (Chair - Quantity of 1)</b>  Please provide the annual price for the service.  Note: Please note in your Service Agreement if there are options to pay quarterly.  Quantity: <u>  1  </u> UOM: <u>  EA  </u> Price: <div style="border: 1px solid black; width: 100px; text-align: center;">\$7,800.00</div> Total: <div style="border: 1px solid black; width: 100px; text-align: center;">\$7,800.00</div>
<b>3</b>	<b>Circuit Court Building-102 W. Walnut Street, Ozark, MO - Quantity of 3 - (Chair - Quantity of 1)</b>  Please provide the annual price for the service.  Note: Please note in your Service Agreement if there are options to pay quarterly.  Quantity: <u>  1  </u> UOM: <u>  EA  </u> Price: <div style="border: 1px solid black; width: 100px; text-align: center;">\$7,800.00</div> Total: <div style="border: 1px solid black; width: 100px; text-align: center;">\$7,800.00</div>

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Normal business hours to be 7:00 a.m. - 4:00 p.m.

\* Hourly Service Rate (business hours)

(Include in your hourly rate the service call time and travel to site)

Note: Because Christian County has Courtrooms, it may be necessary to work around when court is in session. 7:00 a.m. works better because court is typically in session at 8:30 a.m.

\*This pricing is out of the ordinary and not included in normal service agreement.

The awarded bidder and the Maintenance Supervisor will agree on a mutually acceptable time for projects to benefit both the county and the vendor.

Quantity: 1 UOM: EA Hourly Rate:  Total:

5

\* Hourly Service Rate (after business hours)

(Include service call time and travel to site)

\*This pricing is out of the ordinary and not included in normal service agreement.

The awarded bidder and the Maintenance Supervisor will agree on a mutually acceptable time for projects to benefit both the county and the vendor.

Quantity: 1 UOM: EA Hourly Rate:  Total:

6

Hourly Service rate (emergencies)

Include service call time and travel to site.

\*This pricing is out of the ordinary and not included in normal service agreement.t

The awarded bidder and the Maintenance Supervisor will agree on a mutually acceptable time for projects to benefit both the county and the vendor.

Quantity: 1 UOM: EA Hourly Rate:  Total:

Supplier Notes:

**Response Total: \$18,710.00**



# 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

October 30, 2025

Kone Incorporated  
211 S. Union Ave., Ste. D  
Springfield, Missouri 65802  
Attn: Zach Owen  
[zach.owen@kone.com](mailto:zach.owen@kone.com)  
417-988-4669

Re: Contract Renewal (Elevator Preventative Maintenance and Repair)

The Christian County Commission voted in session today to renew the contract for RFP #2023-7 Elevator Preventative Maintenance and Repair to Kone Incorporated.

This is the second contract renewal (year three), and is effective beginning December 9, 2025, through December 8, 2026.

Your point of contact will be Maintenance Supervisor, Richard Teague. Mr. Teague can be reached by email at [maintenance@christiancountymo.gov](mailto:maintenance@christiancountymo.gov) or by phone at 417-839-3186.

\_\_\_\_\_  
Johnny Williams  
Western Commissioner

\_\_\_\_\_  
Lynn Morris  
Presiding Commissioner

\_\_\_\_\_  
Bradley A. Jackson  
Eastern Commissioner

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

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

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