

October 26, 2021

TO WHOM IT MAY CONCERN:

SUBJECT: Bid Revision No. 01

Bid I.D.: 21-10860

Project Number: 20246

Federal ID: STBG-5900(849)

Project Name: Resurfacing and Constructing Sidewalk Improvements on Farm Road 135 and  
Resurfacing on Farm Road 102

Letting: November 2, 2021

The following is revised:

Bid Date: 2:00 PM, Prevailing Local Time, on November 2, 2021

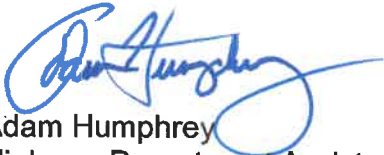
Bid Certification (see attached) shall be included with Bid Documents, behind cover page.

Affidavit of Compliance with Section 34.600 R.S.MO. (see attached) shall be included

Revised Page 1 of Agreement for Contract Services (see attached)

Take this change into account when preparing your bid on this project. We are sorry for any inconvenience this may have caused.

Sincerely yours,



Adam Humphrey  
Highway Department Assistant Administrator

TO: GREENE COUNTY COMMISSION

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with GREENE COUNTY COMMISSION in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.
- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER is aware of the general nature of Work to be performed by GREENE COUNTY COMMISSION and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (f) BIDDER has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over GREENE COUNTY COMMISSION.

The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

\_\_\_\_\_, which is the correct LEGAL NAME.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of \_\_\_\_\_.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

\_\_\_\_\_

Executed by bidder this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

Contractor Information

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Total Bid:     \$ \_\_\_\_\_

(in numbers)

\$ \_\_\_\_\_ (in words)  
(In case of discrepancy, the amount shown in words will govern)

Contractor acknowledges receipt of Addenda No(s): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



**ATTACHMENT IV**

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name) who is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company)

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

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

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

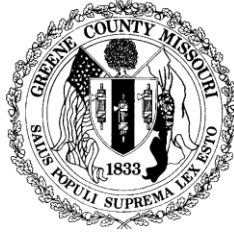
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:



## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of \_\_\_\_ 2021, by and between the County of Greene, ("County"), and \_\_\_\_\_, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

### PART I FUNDAMENTAL TERMS

- A. Location of Project:** Greene County location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** Resurfacing and Constructing Sidewalk Improvements on Farm Road 135 and Resurfacing on Farm Road 102 services in accordance with PART IV, Scope of Services, included herein. Reference Bid #21-10860, Project Number 20246.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on ("Commencement Date") and shall continue through.
- D. Party Representatives:**
- D.1.** The County designates the following person to act on County's behalf: Rick Artman, P. E., Highway Administrator.
- D.2.** The Contractor designates the following person to act on Contractor's behalf: \_\_\_\_\_
- 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 Part II ("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 Part IV hereto ("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