

*Ratio 2
Response*

4. PRICING PAGE

Contractor shall furnish all required mobilization, materials, supplies, equipment and tools; perform all necessary labor and supervision; install, erect, equip, and complete all work stipulated in, required by, and in accordance with RFP, RFP exhibits, attachments, contract documents and documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

Performance, Labor and Materials bonding and Prevailing Wage requirements shall apply.

Bidder shall provide Firm, Fixed Pricing for the following line items

Line Item	Description	QTY	Unit	Unit Pricing	Total
1	Base Bid B1: Firm, Fixed Price for Homes built per specifications (B1), plan sheets, stormwater and contract documents described herein.	1	Lump Sum (LS)		290,000
2	Base Bid B2: Firm, Fixed Price for Homes built per specifications (B2), plan sheets, stormwater and contract documents described herein.	1	LS		290,000
3	Option 2: Base bid with ceramic for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- \$27.50/sqft	
4	Option 3: Base bid stained, finished and sealed concrete for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- \$21.67/sqft	
5	Option 4: Base bid with Heat Pump – Heat Pump	1	LS	+/- 800	290,800
OPTIONAL PRICING – FOR ADDITIONAL HOMES					
6	Base Bid B1: Firm, Fixed Price for Homes built per specifications, plan sheets, and contract documents described herein.	1	LS		319,000
7	Base Bid B2: Firm, Fixed Price for Homes built per specifications, plan sheets, and contract documents described herein.	1	LS		319,000
8	Base Bid A1: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		317,000

9	Base Bid A2: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		230,000
10	Base Bid C: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		232,000
11	Option 2: Base bid with ceramic for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- \$27.50/sqft	
12	Option 3: Base bid stained, finished and sealed concrete for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- \$21.67/sqft	
13	Option 4: Base bid with Heat Pump – Heat Pump	1	LS	+/- 800	

Grove Construction, LLC

900 Rangeline St | Columbia, MO 65201 | Phone: 573-777-9599 | Fax: 573-234-9599
www.groveconstruction.com | info@groveconstruction.com



10/18/24

Cullimore Cottages – BAFO Response

Grove Construction Best and Final Offer (BAFO) Response

Grove Construction has extensive experience working with municipalities, including the City of Columbia. We've successfully completed projects such as the city sign installation at Broadway and Providence, the demolition of Hanger 350, the CID Hub Project (street lighting), and the renovation of the REDI building on Walnut.

For the Cullimore Cottages project, we are allocating 120 calendar days per house for completion. Currently, the longest lead times for materials and services are between 3 to 4 weeks. However, due to the ongoing hurricane situation, these lead times may be subject to change in the near future.

Upon receiving the notice to proceed, Grove Construction will initiate site testing and set up temporary utilities within 1-2 weeks. The projected timeline for major construction phases is as follows:

- Site testing and temporary utilities: 1-2 weeks
- Foundation work: 2-3 weeks
- Framing: 3-4 weeks
- Utilities rough-in: 1-2 weeks
- Drywall and insulation: 1-2 weeks
- Finishes: 3-4 weeks

Prepared by
Trevor Barnes

4. PRICING PAGE

Contractor shall furnish all required mobilization, materials, supplies, equipment and tools; perform all necessary labor and supervision; install, erect, equip, and complete all work stipulated in, required by, and in accordance with RFP, RFP exhibits, attachments, contract documents and documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

Performance, Labor and Materials bonding and Prevailing Wage requirements shall apply.

Bidder shall provide Firm, Fixed Pricing for the following line items

Line Item	Description	QTY	Unit	Unit Pricing	Total
1728 ⁵ 1	Base Bid B1: Firm, Fixed Price for Homes built per specifications (B1), plan sheets, stormwater and contract documents described herein.	1	Lump Sum (LS)	/	290,000
2016 ⁵ 2	Base Bid B2: Firm, Fixed Price for Homes built per specifications (B2), plan sheets, stormwater and contract documents described herein.	1	LS	/	260,000
3	Option 2: Base bid with ceramic for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- \$27.50 ^{sq ft} Ø	
4	Option 3: Base bid stained, finished and sealed concrete for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- 21.67 Ø	
5	Option 4: Base bid with Heat Pump – Heat Pump	1	LS	+/- + 800	290,800
OPTIONAL PRICING – FOR ADDITIONAL HOMES					
6	Base Bid B1: Firm, Fixed Price for Homes built per specifications, plan sheets, and contract documents described herein.	1	LS		319,000
7	Base Bid B2: Firm, Fixed Price for Homes built per specifications, plan sheets, and contract documents described herein.	1	LS		286,000
8	Base Bid A1: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		317,000

9	Base Bid A2: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		230,000
10	Base Bid C: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		232,000
11	Option 2: Base bid with ceramic for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- 27.50	
12	Option 3: Base bid stained, finished and sealed concrete for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- 21.67	
13	Option 4: Base bid with Heat Pump – Heat Pump	1	LS	+/- 800	

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature



Date 10-16-24

Name and Title of Signer
(Print or Type)

Tony Grove, Owner

Firm Name

Grove Construction, LLC

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Domestic Products Procurement Act – RSMo 34.350 – 34.359 Certification

Each contract for the purchase or lease of manufactured goods or commodities by any public agency, and each contract made by a public agency for construction, alteration, repair, or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States. (34.353.1 RSMo)

Project Name: Construction of Affordable Homes at Cullimore Cottages

Project Number: 121/2024

Contract Name: _____

Please check one of the following and sign where indicated.



All of the manufactured goods used in the project are produced in the United States.



A waiver is being requested from the _____ to the domestic

(owner)

products provision due to the following exception:



The specified products are not manufactured or produced in the United States in sufficient quantities or manufactured or produced in the United States within the necessary time frames in sufficient quantities.



The cost for the specified products would increase the contract by more than 10 percent*; or



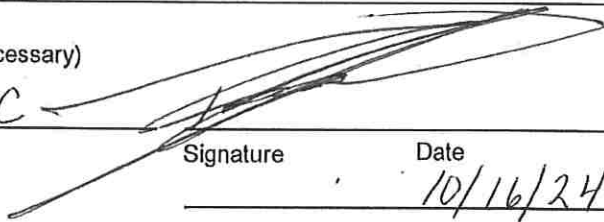
Only one line of a product is manufactured or produced in the United States.

Documentation of at least one of the cases above must be provided. List below the materials that cannot comply with the Domestic Product Procurement Act provisions.

Additional sheets (attach if necessary)

Grove Construction, LLC

Name of Contracting Firm



Signature

Date

10/16/24

ARPA Project Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 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.

(2) 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 agency, 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31 U.S. Code. 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.

Tony Grove, Owner
Typed Name & Title of Authorized Representative


Signature and Date of Authorized Representative

10-16-2024

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



SOLICITATION NO.: Request for Proposal (RFP) 121/2024
 BUYER: Michelle Sorensen
 PHONE NO.: (573) 874-6317
 E-MAIL: Michelle.Sorensen@como.gov

TITLE: Construction of Affordable Homes at Cullimore Cottages

ISSUE DATE: July 9, 2024

RETURN PROPOSAL NO LATER THAN: August 16, 2024 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	CITY OF COLUMBIA PURCHASING	or	CITY OF COLUMBIA PURCHASING
	PO BOX 6015		701 E. BROADWAY, 5 th FLOOR
	COLUMBIA MO 65205		COLUMBIA MO 65201

CONTRACT PERIOD: Date of award through completion of project. Contract shall not to exceed five (5) years.

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Economic Development Department
 Various Locations
 Columbia, MO 65201

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME	Grove Construction
MAILING ADDRESS	900 Rangeline St
CITY, STATE, ZIP CODE	Columbia, MO 65201

CONTACT PERSON	RYAN Mudd	EMAIL ADDRESS	ryan@groveconstruction.com
PHONE NUMBER	573-777-9599	FAX NUMBER	573-234-9599
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE			DATE
PRINTED NAME	Ryan Mudd		August 15, 2024
	Member		

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision and construction of two affordable cottage style homes at Cullimore Cottages for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Technical Specifications
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G
- 6) Attachment 1 – Plan Sheets B1 and B2
- 7) Attachment 2 – Plan Sheets A and C
- 8) Attachment 3 – Planned Development (PD) Plan Sheets 1 and 2
- 9) Attachment 4 - Columbia - Street, Storm Drain, and Sanitary Sewer Specifications and Standards
- 10) Attachment 5 – Water Specifications
- 11) Attachment 6 - Performance, Labor and Materials Bonds
- 12) Attachment 7 - Missouri Department of Labor Prevailing Wage Order #31
- 13) Attachment 8 - Certification of Nonsegregated Facilities
- 14) Attachment 9 - Certification Regarding Debarment and Suspension, other Responsibility Matters, Drug Free Requirements and Lobbying
- 15) Attachment 10 –Domestic Products Procurement Act
- 16) Attachment 11 - Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed

and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.

- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

BACKGROUND INFORMATION:

The City of Columbia, on behalf of Columbia Community Land Trust (CCLT), is seeking residential home builder quotations for the construction of two affordable cottage housing style homes at the N. 8th Street Cullimore Cottages project site. The PD Plan for Cullimore Cottages and Architectural Plans are included as attachments. The City, on behalf of the CCLT, is also seeking optional pricing for the construction of additional homes consistent with the attached Architectural Plans and as set forth in greater detail below.

The City of Columbia acquired property at Cullimore Cottages with the intent to redevelop the lots with an affordable cottage housing style development. The PD Plan for Cullimore Cottages includes 10 lots, 8 of which have been built on and transferred to the CCLT to maintain ownership and on-going stewardship of the properties through the enforcement of a 99-year ground lease. The City is seeking quotations for the construction of two affordable cottage housing style homes on the remaining two lots, labeled as Buildings 6 and 7 on the attached PD Plan.

The completed homes will be a model for affordable, energy efficient and universally accessible designed cottage style housing.

Although an attempt has been made to provide accurate and up-to-date information, the City of Columbia, Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
July 17, 2024	A Pre-Construction meeting will be held at 1:00pm at Neighborhood Programs, 11 North 7 th Street, Columbia, MO 65202 in conference room A.
August 2, 2024	Close of written <i>Requests for Additional Information</i>
August 6, 2024	Written responses to <i>Requests for Additional Information</i> sent to all
August 16, 2024	Request for Proposal is due by 5:00 p.m. CST
TBD	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City’s E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters “**RFP 121/2024 – Construction of Affordable Homes at Cullimore Cottages.**”

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPB – Procurement Officer
 Phone: 873-874-6317

E-mail: Michelle.Sorensen@COMO.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on August 2, 2024.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

NONDISCRIMINATION IN ADVERTISEMENT (E.O. 11246):

Bidders shall be required to comply with the President's Executive Order Number 11246. Requirements for bidders and contractors under this order are explained in the specifications found at: <https://www.dol.gov/agencies/ofccp/executive-order-11246>

The City of Columbia hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be

discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry or national origin in consideration for an award. American Rescue Plan Act (ARPA) funds are being used in this project, and all relevant federal, state, and local requirements apply.

REJECTION OF BIDS – 2 CFR 200.320(B)(1)(II)(E):

Bidders shall be advised that any or all bids may be rejected for a sound, documented reason.

STATE OF ISRAEL:

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, contractor hereby certifies that company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

PROTESTS:

A protest may be made by any actual or prospective bidder, offeror, contractor or citizen who is aggrieved in connection with the solicitation or award within ten (10) working days after the aggrieved person knows or reasonability should have known of the facts giving rise to the protest. The protest procedure time limit may be extended upon mutual agreement.

Protesters may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, award, or disclosure of information marked confidential in the bid offer.

Any protest of a City bidding procedure should be filed with the Purchasing Agent. The written protest shall include, at a minimum, the following:

- a. Name and address of the protester
- b. Appropriate identification of the procurement
- c. A statement of the reasons for the protest, and
- d. Any available exhibits, evidence or documents substantiating the protest

Decision: The Purchasing Agent shall provide a written determination to the protester within ten (10) working days after receiving all relevant requested information. In the event that such written response sustains the prior position of the City, the protester may resubmit the protest to the Finance Director within five (5) working days after receipt of the written ruling by the Purchasing Agent. Both response and appeal procedure time limits may be extended upon mutual agreement.

Stay of Purchase During Protest: In the event of a protest in accordance with this section, the Purchasing Agent shall not proceed further with solicitation or award of contract until all administrative remedies have been exhausted or until written determination is made that award is in the interests of the City.

Address for the City of Columbia:

City of Columbia
Purchasing Division
P. O. Box 6015
Columbia, MO 65205-6015

Other Remedies: Contractors may seek any legal remedy in Missouri state courts if they so choose.

LEGAL PROCEEDINGS:

Offeror shall provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the quotation or termination of any subsequent contract.

SALES TAX EXEMPTION:

Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification to the contractor authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105.

SUBSTITUTIONS:

Materials, products or equipment other than those named and described, shall be considered substitutions. Substitutions submitted during the bidding period shall be received by the City representative at least ten calendar days prior to the date for receipt of bids. To be considered, bidder's substitution submittal shall include a complete description of the proposed substitution and a comparison of significant qualities of the proposed substitution with those specified including drawings, performance and test data, and other information necessary for an evaluation. The City representative's decision on the approval or disapproval of a proposed substitution shall be final.

If the City representative approves a proposed substitution, such approval shall be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

ADDENDA:

Offeror shall sign and attach all issued addenda with their response submission. Addenda shall be issued and posted through the City's Bidding website at www.como.gov/finance/vendors/bid-solicitations/ and American Document Solutions at www.adsmo.net if applicable.

PERFORMANCE, LABOR AND MATERIALS BONDING:

The contractor on a public improvement project costing more than fifty thousand dollars (\$50,000.00) shall provide to the City, a Performance Bond and a Labor and Material Payment Bond, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the contract price. Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each for one hundred percent (100%) of the contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract." The Surety Company issuing the bonds shall be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. (Attachment 6).

Should the City or the CCLT utilize the optional pricing for the construction of additional homes, Performance, Labor and Material Bonding for each home shall be provided prior to the issuance of the notice to proceed with construction of the additional home(s).

PREVAILING WAGE:

Pursuant to sections 290.210 to 290.340 RSMo, including the latest amendments thereto and unless the project is exempt from payment of prevailing wages pursuant to Section 290.230 RSMo (projects over seventy-five thousand

(\$75,000.00) dollars). Contractor shall pay all workers on the project prevailing wage per the Missouri Division of Labor Standards Annual Wage Order No 31, attached as Attachment 7.

Certified payroll shall be submitted to the City of Columbia, Purchasing Division every seven (7) days after the first submission.

If contractor has a week with no work being completed, certified payroll shall be submitted for that week titled “no work.” Certified payroll shall be an original signature.

CERTIFICATION OF NON-SEGREGATED FACILITIES:

Contractor shall certify that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her places of business or construction projects or permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. A breach of this certification is a violation of federal Equal Employment Opportunity (EEO) law (Attachment 8).

ANTI-LOBBYING ACT – P.L. 101-121:

Sub-recipients who request or receive from the grant recipient a sub-grant, contract, or sub-contract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above. • Selected bidders must complete one of the following forms: If the selected bidder lobbied on the behalf of this project, the contractor will complete the “Disclosure of Lobbying Activities” form. If the selected bidder did not lobby on the behalf of this project, the contractor will complete the “Certification Regarding Lobbying” form” (Attachment 9).

EQUAL OPPORTUNITY COMPLIANCE:

All construction contracts and subcontracts in excess of \$10,000 must comply with Executive Order 11246 (https://www.dol.gov/ofccp/regs/compliance/ca_11246.htm), which prohibits federal contractors and federally-assisted construction contractors and subcontractors from discriminating in employment decisions on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity. Any solicitation for an offer or bid over \$10,000 must include a Notice of Requirements for Affirmative Action and an Equal Opportunity Clause as outlined in 41 CFR 60-4, Public Contracts and Property Management www.ecfr.gov/current/title-41/part-60-4. You must also ensure your contractor or bidder complies with the requirement to send written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000.

DOMESTIC PRODUCTS PROCUREMENT LAW – 34.350-34.359 RSMo:

All manufactured goods of commodities used of supplies in the performance of any contract or subcontract awarded on the project shall be manufactured, assembled, or produced in the Unites States, unless obtaining American-made products would increase the cost of the contract by ten percent (10%). In accordance with 34.350 through 34.359 RSMo, a waiver may be requested. (Attachment 10)

SMALL BUSINESS ACT – P.L. 100-590:

Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with Section 129 of Public Law 100- 590, Small Business Administration Reauthorization and Amendment Act of 1988: a. Placing Small Business in Rural Areas (SBRA) on solicitation lists; b. Ensuring that SBRA are solicited whenever they are potential sources; c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA; d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRA; and e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

FEDERAL FAIR LABOR STANDARDS ACT:

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOSS OR DAMAGE:

Contractor shall assume responsibility for all loss or damage to materials and equipment for contracted project. Damaged caused by but not limited to; fire, windstorm, cyclone, tornado, flood, or freezing. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the final acceptance of the project.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING – §292.675, RSMo

Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

Contractor shall provide OSHA 10 cards to the Purchasing Division for any and all personnel working on project within seven (7) calendar days from project start date. If additional personnel is added, their cards shall be submitted within three (3) calendar days of presence on project.

CONTRACTING FOR OTHER SERVICES OR MATERIALS:

The City of Columbia hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry or national origin in consideration for an award. American Rescue Plan Act (ARPA) funds are being used in this project, and all relevant federal, state, and local requirements apply.

TITLE VI ASSURANCES NOTICE:

The City of Columbia, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

AMERICANS WITH DISABILITIES ACT (ADA):

Contractor shall comply with ADA requirements. ADA prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government' programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers. The ADA also establishes requirements for telecommunications relay services. Title IV, requires closed captioning of federally funded public service announcements.

www.dol.gov/general/topic/disability/ada.

CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:

If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

American Rescue Plan Act (ARPA) funding is being used under the Eligible Use Category of Affordable Housing.

The City may be awarding this contract based on an ARPA grant. Contractor understands and agrees that the funds disbursed under this contract may only be used in compliance with section 603 of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specification on use set forth in or applicable through this agreement.

SAMPLE CONTRACT:

The sample contract is attached as Attachment 11. Please review the terms and conditions and insurance requirements set forth in the sample contract. Should the bidder take exception to any of the required legal terms and conditions set forth in Attachment 11, the bidder shall specifically include the exceptions on letterhead with bid response. Any contract for this work shall include all terms and conditions set forth in the sample contract.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

PERIOD OF SERVICE:

Contractor hereby agrees to complete the work in the base bid described no later than 365 calendar days from the Notice to Proceed. Contractor shall agree to allow a deduction of two hundred and fifty dollars (\$250.00) per calendar day, from final payment as liquidated damages for each day that completion is delayed beyond said completion date established. Because federal ARPA funding is being used, all work must be completed and closed out on or before December 31, 2026.

SUBCONTRACTORS:

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the City and to ensure that the City is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract/agreement between the City and the contractor.

The contractor shall expressly understand and agree that they shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract/agreement shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor shall only utilize subcontractors stated on Exhibit B in performance of the contract/agreement. The contractor must obtain the approval of the City prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

SCOPE OF SERVICES:

The City of Columbia Housing and Neighborhood Services Department, Housing Programs Division, on behalf of the Columbia Community Land Trust (CCLT), is seeking a contractor to build affordable three bedrooms, two-bathroom homes or two bedrooms, and two-bathroom homes within the City of Columbia.

The base bid involves the construction of two homes. The City and the CCLT would like optional pricing for the construction of additional homes with pricing by models.

DESIGN REQUIREMENTS:

The base bid includes the construction of two homes that meet the specifications in building plans B1 and B2. (Attachment 1)

Contractor shall comply with the following requirements, at a minimum:

- Two (2) Slab on grade single family cottage housing style homes
- Plans shall include driveways, as well as service lines to sanitary sewer main, water lines to water meter, and landscaping as shown on the PD Plan (Attachment 1)
- 4kW or more Solar PV system installed
- Finish Soil and Planting on Bioretention behind homes

The City and the CCLT are also requesting quotations for optional pricing for additional homes of building plans A, B, and C. (See Attachment 2 for plans A and C).

Contractor shall comply with the following requirements, at a minimum:

- Slab on grade single family cottage housing style homes
- Plans should include driveways, as well as service lines to sanitary sewer main, water lines to water meter and landscaping as shown on the PD Plan

GENERAL RESPONSIBILITIES:

Homes (2) included in the base bid shall be built with the ARPA funds and must be completed on or before December 31, 2026.

Contractor shall hold optional pricing for additional homes (of models A, B, and C) to be built and completed on or before December 31, 2026 .

Contractor shall furnish all required mobilization, materials, equipment and tools to perform all necessary labor including supervision, to complete all work stipulated in the RFP, specifications, contract documents and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

Contractor shall provide materials and equipment that meet or exceed the requirements herein including, but not limited to; RFP, grant requirements, and sample contract.

Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

Contractor shall park, remove or store all materials, tools, equipment, etc in an area approved by the City representative. The City shall not be responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately, and left in a safe condition at the end of each workday.

Contractor shall be responsible for providing and placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time while contractor is performing work under this contract. Contractor shall take all necessary steps to assure proper safety while performing work under this contract. Contractor shall comply with all local ordinances regulating noise levels, dust, mud, roadway load limits and barricades/warning devices required at the site.

Contractor shall be responsible for repair of any accidental damage to City and/or private property. The contractor, at no charge to the City, shall complete all restoration of any accidental facility damage, caused by the contractor's activities.

Contractor shall remove all mud and soil from the public roads, private drives and lots caused by the construction of the project.

Cleaning shall be conducted by the contractor during progress of work and at the completion of the work. It is the contractor's responsibility to remove construction debris from the site and to obtain waste receptacles as required. Cleaning and disposal operations shall comply with codes, ordinances, regulations and antipollution laws.

If the contractor fails to clean up during construction or at the completion of the work, the City may do so and the cost thereof shall be charged to the contractor.

All neighboring sites shall be preserved and protected by the contractor during the entire duration of the construction process.

The City reserves the right to stop the work at any time it feels correct measures are not being employed to protect neighboring sites. Contractor shall be notified to resume work after the necessary revisions are made.

TECHNICAL SPECIFICATIONS:**Contractor shall comply with the following requirements, at a minimum:**

- All manufacture requirements for installation and operation.
- Any applicable codes and standards for the project.
- Attachment 1 – Plan Sheets B1 and B2
- Attachment 2 – Plan Sheets A and C
- Attachment 3 – Planned Development (PD) Plan Sheets 1 and 2
- Attachment 4 - Columbia - Street, Storm Drain, and Sanitary Sewer Specifications and Standards
- Attachment 5 – Water Specifications

Exterior Walls:

- Siding – Front, sides and rear with, fiber cement board

Roof System:

- Shingles – Thirty (30) year architectural

*Solar Photovoltaic System: **These systems are not eligible for solar rebates***

- Installation of two 4kW photovoltaic systems (PV) mounted on the southern roof of homes B1 and B2. System must be code compliant and grid-tied
- Installation shall include necessary permitting, and system components such as: solar panels, conduit wiring, fuse and /or disconnect boxes, system equipment, site preparation, metering equipment and any additional electrical components for a complete operational system
- PV system shall be mounted on a fixed frame attached securely to the roof structure and have a minimum 25-year design life

Installation shall meet all requirements set forth in the City of Columbia building codes and meet all Utilities requirements.

Gutters & Downspouts:

- Gutter shall be 4" or 5" k-type Seamless .032 aluminum. Hang with hidden gutter hangers 2' OC. Ensure gutters drain towards bio retention area

Interior Finish:

- Walls shall have primer plus two (2) coats of single color, all rooms painted with same color. Color to be approved by City representative
- Ceilings shall have primer plus two (2) coats of "off white". Garage walls may be painted same color as ceiling.
- Trim shall have two (2) coats latex semi-gloss

Interior Doors and Trim:

- Doors shall be pre-hung hollow core six (6) panel - Prefinished
- Trim shall be pre-primed base, window and door case, window stool and apron. Polystyrene or medium density fiberboard (MDF) trim is acceptable
- Finish shall be pre-primed and painted by contractor
- Hardware shall be brushed nickel finish
- Other: All nail holes and gaps larger than 1/16" shall be filled and smoothed for painting, all corners shall be mitered or coped

Windows:

- All shall be vinyl double pane with insect screen

Exterior Doors:

- Front door shall be a insulated steel door with wide view peep
- Overhead garage doors shall be 9x7 insulated overhead residential rated door
- Garage doors shall include an automatic opener with two (2) remotes

Cabinetry:

- Kitchen cabinets shall have solid wood drawer fronts and doors, concealed hinges, and metal handles/hardware. Countertops are to be laminate material and include a backsplash. Finish floor under sink base
- Bath vanities shall have solid wood drawer fronts, and doors, concealed hinges, and metal handles/hardware. Countertops shall be laminate material and include a backsplash

Bath Mirrors and Accessories:

- Towel bars shall include two (2) per bath. Paper Holders one (1) per bath
- Mirrors shall include one (1) per sink bowl, width to approximate vanity top width
- Towel rings shall include one (1) per bath

Finish Flooring:

- Carpet shall be included in the living, dining and bedrooms
- Vinyl flooring shall be included in the kitchen, baths, entry and finish floor under sink base
 - Option 2 (Line Item 1.2) Ceramic for the kitchen, bath, entry and finish floor under sink base
 - Option 3 (Line Item 1.3) Stained, Finished and sealed concrete for kitchen, bath, entry and finish floor under sink base.
- Wood flooring shall not be used

Home Performance:

- Final air infiltration rate shall be compliant with current City Building Codes

HVAC:

- Furnace shall be forced warm air, natural gas AFUE 95% or greater
- 15.2 SEER2 Air Conditioning/Heat pump
- Bath exhaust fans shall include: One (1) each bath – Energy Star rated, vented to exterior
- Duct Work return air shall be ducted from all spaces not prohibited by code, single central return is not allowed; seal all duct work

Bath, Kitchen, Plumbing:

Accessible Bath:

- Shower and Lavatory faucets shall be chrome single lever,
- Toilet shall be a WaterSense, rated 1.28 gallons per flush (GPF) or less, locate in clear space 48” wide, 60” deep, 18” from sidewall; seat height 17”; flush valve on open side of toilet; min 2x10 nominal blocking for grab bars
- Mirror shall be width approximate to vanity top; bottom edge @38” above finished floor; top edge at least 66” above finished floor
- Exhaust fan shall be energy star rated. One (1) ground-fault circuit interrupter (GFCI) outlet in easy reach range

Secondary Bath:

- Tub/shower shall be a single piece tub / shower combo with grab bar and seat blocking installed
- Shall include a lavatory single sink and vanity
- Shower and Lavatory faucets shall be chrome single lever
- Toilet shall be a WaterSense, rated 1.28 GPF or Less; locate 18” from sidewall; seat height 15” (17” optional); flush valve on open side of toilet.
- Mirror shall be width approximate to vanity top
- Exhaust fan shall be energy star rated. One (1) ground-fault circuit interrupter (GFCI) outlet in easy reach range

Kitchen:

- Sink shall be a stainless double sink max 7" depth, drain shall be towards the back of the bowl
- Sink faucet shall be chrome single lever w/sprayer
- Garbage disposal shall be ½ HP
- Dish washer shall be Energy Star rated

Miscellaneous:

- Contractor shall run black iron or corrugated stainless steel tubing (CSST) gas line (or equal) in house to furnace and hot water heater as required. Run ¾" tubing from meter to home and size water lines in house to provide adequate flow at fixtures. Install polyvinyl chloride (PVC) building drain, cleanouts and sewer lateral as required. All drain lines in house to be polyvinyl chloride; Drain, Waste, and vent (PVC-DWV) plastic.

Other:

- Sillcocks shall be a minimum two (2) freeze proof
- Floor drains shall be a minimum of one (1) in the utility room
- One (1) laundry box shall be installed
- Water heater shall be a 40-50 gallon gas or electric energy star qualified, or on-demand energy star qualified.
- Quarter turn shut off valves shall be installed at all fixture supply lines

Electrical:

- Service shall be a buried two hundred (200) ampere (AMP) service
- HVAC shall be installed per plans and code
- One (1) door Bell shall be illuminated
- Two (2) television outlets shall be installed in the living spaces and one (1) per bedroom
- Two (2) telephone outlets shall be installed in living spaces, one (1) in master bedroom and one (1) in accessible bathroom
- Quantity of outlets and switches shall be determined by plans and code; receptacle height $\geq 15"$ to center of outlet, switch height $\leq 48"$, 45" if over cabinet or a vanity. Bath GFCI's shall be in easy reach range
- Electrical for appliances shall be installed per plans and codes

Appliances:

- Range shall be electric range with front controls
- Garbage Disposal shall be ½ horse power (HP)
- Refrigerator shall be Energy Star rated
- Range Hood shall be Energy Star rated and vented to the exterior
- Dishwasher shall be Energy Star rated
- Dryer shall be vented to the exterior
- Clothes Washer shall be a high efficiency washing machine
Stacked units are acceptable as long as the required floor space for side by side units is provided in the design

Insulation – Living Area Only:

- Exterior Walls shall be code compliant assembly sealing all seams with approved tape. (Exterior rigid foam not required with SIPs)
- Ceilings shall be blown cellulose insulation to code compliant level
- Insulation shall be vapor barrier type, Tyvek (or equivalent), all seams shall be taped
- Garage Walls/Ceilings, not applicable

Foundation:

- Shall be code compliant assembly
- Sub-Slab shall be code compliant assembly

Final Grade and Seed:

- Contractor shall finish grade and seed with climate and site appropriate mix applying straw mulch (or equivalent)

Landscaping:

- Landscaping shall be in conformance with minimum requirements noted on the approved PD Plan for Cullimore Cottages and around individual homes/lots to be constructed

Bioretention:

- Contractor shall finish 3 Bioretention Basins:
 - Pricing needed for silt, mulch, landscaping and underdrains on the 3 basins. (Grading contractor installed main system with riser pipes)

Americans with Disabilities Act (ADA) specification requirements for this project:
www.dol.gov/general/topic/disability/ada.

Chapter 12A of the City of Columbia Code Ordinances:

https://library.municode.com/mo/columbia/codes/code_of_ordinances?nodeId=PTIICOOR_CH12ALAPR_ARTI_VERCORE_S12A-66ERCORE. City of Columbia general land disturbance permit is: MOR10032.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

EVALUATION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Cost	60 points
Offeror’s Experience, Reliability, Expertise of Personnel, and Method of Performance	40 points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

EVALUATION OF COST:

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost –The cost evaluation shall be based upon the sum of the firm, fixed prices stated on the Pricing Page for line items 1, 2 and 6 through 10.

All other line items shall be evaluated subjectively within the method of performance section of the evaluation criteria.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost}}{\text{Evaluation points (60)}} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Columbia may contact the offeror’s references, including references not listed or identified within the offeror’s proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror’s references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

1. Subcontractors Proposed - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

Contractor shall furnish all required mobilization, materials, supplies, equipment and tools; perform all necessary labor and supervision; install, erect, equip, and complete all work stipulated in, required by, and in accordance with RFP, RFP exhibits, attachments, contract documents and documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

Performance, Labor and Materials bonding and Prevailing Wage requirements shall apply.

Bidder shall provide Firm, Fixed Pricing for the following line items

1728⁵

2016⁵

Line Item	Description	QTY	Unit	Unit Pricing	Total
1	Base Bid B1: Firm, Fixed Price for Homes built per specifications (B1), plan sheets, stormwater and contract documents described herein.	1	Lump Sum (LS)	/	290,000
2	Base Bid B2: Firm, Fixed Price for Homes built per specifications (B2), plan sheets, stormwater and contract documents described herein.	1	LS	/	260,000
3	Option 2: Base bid with ceramic for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- 0	
4	Option 3: Base bid stained, finished and sealed concrete for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/- 0	
5	Option 4: Base bid with Heat Pump – Heat Pump	1	LS	+/- +800	
OPTIONAL PRICING – FOR ADDITIONAL HOMES					
6	Base Bid B1: Firm, Fixed Price for Homes built per specifications, plan sheets, and contract documents described herein.	1	LS		
7	Base Bid B2: Firm, Fixed Price for Homes built per specifications, plan sheets, and contract documents described herein.	1	LS		
8	Base Bid A1: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		

9	Base Bid A2: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		
10	Base Bid C: Firm, Fixed Pricing for Homes built per specifications, plan sheets and contract documents described herein	1	LS		
11	Option 2: Base bid with ceramic for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/-	
12	Option 3: Base bid stained, finished and sealed concrete for the floors in kitchen, bath, entry and finish floor under sink base.	1	LS	+/-	
13	Option 4: Base bid with Heat Pump – Heat Pump	1	LS	+/-	

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted. *Domestic company, family owned, established 6/17/2009 operating 15+ years.*

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any. *Construction + General Contracting performing many forms of Construction.*

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

Endwell, Woodstock Mobile Home Park, Richmond

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

Available upon request if awarded the contract.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: <u>Grove Construction</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	<u>Ozark Mt. Biscuit / Bryan Maness</u>
Address of Reference Company/Client:	<u>N/A</u>
Reference Contact Person Name, Phone #, and E-mail Address:	<u>Bryan Maness 573-999-9086</u> <u>BryanManess@gmail.com</u>
Title/Name of Service/Contract	<u>Ozark Mtn buildout</u>
Dates of Project Initiation and Project Completion:	<u>3/1/19 - 7/1/19 continues</u>
If service/contract has terminated, specify reason:	<u>N/A</u>
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	<u>Restraunt build out, management of sub contractors to meet project deadlines</u>
Personnel Assigned to Service/Contract (include all key personnel and identify role):	<u>Ryan Mudd</u>

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: <u>Reinhardt Floor Covering Co, Inc</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	<u>Reinhardt Construction</u>
Address of Reference Company/Client:	<u>2401 Bernadette Dr Columbia, MD 65203</u>
Reference Contact Person Name, Phone #, and E-mail Address:	<u>Susan Hart, 573-682-5505 Susan@reinhardtconstructionLLC.com</u>
Title/Name of Service/Contract	<u>MUHC PCT Radiology</u>
Dates of Project Initiation and Project Completion:	<u>3-20-2023 - 1-28-2024</u>
If service/contract has terminated, specify reason:	<u>N/A</u>
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	<u>Supplied + installed Carpet tile, luxury vinyl tile, sheet vinyl, wall tile, and vinyl base</u>
Personnel Assigned to Service/Contract (include all key personnel and identify role):	<u>Tyson Zoeller - Project Manager</u>

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: <u>Project Manager</u>	
Name of Person:	<u>Ryan Mudd</u>
Educational Degree (s): include college or university, major, and dates	<u>FHS 2004, MACC 2006</u>
License(s)/Certification(s), #(s), expiration date(s), if applicable:	<u>OSHA 10</u>
Specialized Training Completed.	<u>Aci</u>
# of years' experience in area of service proposed to provide:	<u>18</u>
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	<u>8 years</u>
Describe this person's responsibilities over the past 12 months.	<u>Bidding jobs, project management of jobs. Job cost tracking, project scheduling</u>
Previous employer(s), positions, and Dates	<u>Crockett Eng. Geotech 2013-2016</u>

Staffing Methodology

Describe the person's planned duties/role proposed herein:	<u>bidding, project management</u>
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List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	<u>CPS, several res., Blue Note dance floor Beat Box Restaurant, Ozark Mt Biscuit Rest.</u>
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EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror’s proposal.

~ Copy This Form For Each Subcontractor Proposed ~

This Section To Be Completed by Subcontractor:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Name of Subcontractor: _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ MBE/WBE/DBE Certification # _____

_____ MBE/WBE/DBE Certification (or attach copy of certification)

_____ Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the subcontractor*) have agreed to provide:

Authorized Signature:

<i>Authorized Signature of Subcontractor</i>		<i>Date (Dated no earlier than the RFP issuance date)</i>

EXHIBIT E

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Offeror shall provide the following information, at a minimum:

- Detailed description of timeline for work
- Calendar days for completion of each home
- Calendar days for lead time on materials
- All licenses and certifications held
- Provide experience with Municipalities
- Provide timeline that pricing will be held for future homes

EXHIBIT F**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT G

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	N/A
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	N/A
Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	N/A %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

LC0976036 <i>Charter Number (if applicable)</i>	Grove Construction LLC <i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	



My Company Account

Trevor's ID TBAR5201
 Brenda's ID BCAN7564 - GroveCon24*
 Ryan's ID RMUD5385
 Accounting ID LBOW0661 - GroveCon24*

User Roles

Search (User ID, First Name and Last Name)



Hide Filters

User Role

User Status

5 Users Found

Add User

User ID	Last Name	First Name	Status	User Role	Last Lo
KWQP5360	Worthington	Kristin	DEACTIVATED	Program Administrator	Mar 07,
IGRO09456	Grove	Tony	DEACTIVATED	Program Administrator	May 08
ELEN2227	Flandermeyer	Erin	DEACTIVATED	Program Administrator	Oct 11, :
RBOW7851	Bower	Rae	PASSWORD CHANGE REQUIRED	Program Administrator	Nov 01,
LBOW0661	Grove Bower	Tony	ACTIVE	Program Administrator	May 08

accounting

1-5 of 5 items

BID BOND
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, Grove Construction LLC
_____ as PRINCIPAL and The Cincinnati Insurance Company
_____ as SURETY, are held and firmly bound unto the City of
Columbia, Missouri, ("City") in the sum of
fourteen thousand five hundred Dollars
(\$ 14,500) ("Bid Security"), for the payment of which sum well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors,
successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has
submitted a bid dated 8-16, 2024, to enter into a contract in writing for the
Cullinace Cottages Project;

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the
opening of bids, or, if no period be specified, within ninety (90) days after the bid
opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract
in the form of contract attached hereto, properly competed with all attachments and
requirements pertaining thereto, and shall furnish a bond for the faithful performance of
said contract, and for the payment of all persons performing labor or furnishing materials
in connection therewith, shall in all other respects perform the agreement created by the
acceptance of said Bid within twenty (20) days after such Contract Documents are
presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure
to enter into such contract within the time specified, then the Bid Security shall
immediately become due and payable and forfeited to the City as liquidated damages.
Principal and Surety agree that this is a fair and reasonable approximation of the actual
damages incurred by the City for the Principal's failure to honor its bid and that the
liquidated damages in this section are not penal in nature but rather the parties' attempt
to fairly quantify the actual damages incurred by the City for the Principal's refusal to
honor its bid.

The Surety, for value received, hereby stipulates and agrees that the obligations
of said Surety and its bond shall be in no way impaired or affected by the extension of
the time within which the City may accept such Bid; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as or corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.

Tony Grove
PRINCIPAL
By: [Signature]
(Signature)
Printed Name: Tony Grove
Title: member
Date: 10-15-24

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies": as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (3) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY
By: [Signature]
(Signature)
Printed Name: _____
Title: _____
Date: _____



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Salavitch; Luke P. Sealer; Robert L. Cox, II; Kathryn E. Johnson; Rodney S. Demaree; Kacee McCrorey and/or Joshua Roberts

of Sedalia, Missouri their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this _____ day of _____,



Ed H.

Grove Construction, LLC
900 Rangeline Street
Columbia, MO 65201

12:15pm



RFD
AUG16 24PM 12:15

12-2024 RFD
Affordable homes at Cullman cottages