REQUEST FOR PROPOSALS Commercial Appraisal Services

DATE OF ISSUANCE OF RFP	May 10, 2022
MANDATORY SITE VISITS	10 a.m. on Monday, May 23, 2022
	9 a.m. on Wednesday, May 25, 2022
QUESTIONS AND CLARIFICATIONS DEADLINE	4 p.m. on Thursday, June 2, 2022
DATE	
RFP SUBMISSION DEADLINE DATE and TIME	1:30 p.m. on Thursday, June 9, 2022
PROPOSAL HEADING	Request for Proposals – Appraisal Services
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 jpowers@jococourthouse.com

NOTICE IS HEREBY GIVEN that Johnson County, Missouri is requesting proposals from qualified appraisers [Respondents] to perform an appraisal of the County-owned commercial building located at 122 Hout Street, Warrensburg, Missouri in preparation of sale of the property.

OBJECTIVE

To achieve a professional judgment of the property's worth on behalf of the taxpayer, the County Commission is seeking an independent appraisal of the property. The objective of this Request for Proposal is to find a qualified appraisal firm that can provide that appraised value so that the County may apply it in the process of selling the property.

SCOPE OF SERVICES

- Serve as an independent appraiser to the County for this specific property during the performance of the requested services.
- Participate in a required pre-bid, on-site, property review during the times made available by the County.
- Accept and maintain responsibility for information gathering to accomplish a full and accurate appraisal including the property conditions and the extent of work to be performed.
- Complete the appraisal in a timely manner.
- Deliver an appraisal on the subject property.

MINIMUM QUALIFICATIONS

The qualified appraiser must:

- Be licensed to do business in the State of Missouri, Johnson County and the City of Warrensburg, as applicable.
- Have and maintain the expertise, license, and resources to deliver an appraisal on the property, as directed.
- Maintain and allocate staff and other resources as needed to provide a timely, accurate service.

- Ensure firm staffing contains the specialized expertise and experience in the appraisal of commercial properties.
- Maintain insurance requirements.

Note: The County prefers but does not require an appraiser with MAI designation from the Appraisal Institute

RFP SUBMITTAL REQUIREMENTS

The qualified Respondent must submit their respective bid using the following format and presentation of materials. The bidder must complete both "Part A - Company Detail" and "Part B - Pricing Page" to be considered a responsive bid:

- A. COMPANY DETAIL (Mark responses with the following numeric references and titles).
 - 1. Cover letter of interest
 - 2. Company information
 - a. Name
 - b. Address
 - c. Phone number
 - d. Company year established
 - e. Ownership structure
 - f. Name of Project Manager assigned to this project
 - g. Address of Project Manager
 - h. Phone number of Project Manager
 - i. Name of person preparing and submitting bid
 - j. Address of person preparing and submitting bid
 - k. Phone number of the person preparing and submitting bid
 - 3. Resumes and availability of key personnel to be assigned to this project. Include years with firm, education, licensing, and years of experience.
 - 4. Narrative describing the Company's professional and technical capabilities and qualifications that are directly related to this project.
 - 5. Examples of similar projects undertaken by the Company.
 - 6. List of activities, tools, resources, and /or methodologies to be applied to the project (Describe approach to project).
 - 7. Timeline for completion with dates
 - 8. Statement that the Company has the capacity and capability to achieve the project in a timely manner.
 - 9. List of professional references for similar projects. Please notify each reference and ensure that names and contact information is current. Three references will be checked and scored by the reference.

B. PRICING PAGE

Complete and submit the form found in this bid packet marked "B. PRICING PAGE" along with the responses to the questions in Part A.

ADDITIONAL MATERIALS – WEBSITE

A complete copy of this Request for Proposal and a copy of the County Master Agreement for Professional Services will be posted on the County's website at https://jococourthouse.com/bids.html

A copy of any "questions and answers" or "items for clarification" related to the Request for Proposal will be posted to the County's website. The deadline for "questions and answers" or "items for clarification" is 4:00 p.m. on June 2, 2022.

There are two additional supporting documents available for review on the website:

- County Property Report Card for 122 Hout Street
- Property Information of Office Building Located at 122-124 Hout Street, Warrensburg, MO 64093 – Clark Appraisal & Property Service, May 2002

MANDATORY SITE VISIT

An onsite project review in advance of the submittal of the proposal is required. The County will make available specific dates and times for Respondents to view the property. Interested parties may view the site at either of the following dates and times:

10:00 a.m. on Monday, May 23, 2022 9:00 a.m. on Wednesday, May 25, 2022

Respondents may select either date and time for a site review. Please meet Jennifer Powers, Chief Deputy Clerk, in the Johnson County Courthouse – Clerk's Office located at 300 N. Holden Street, Suite 201, Warrensburg, MO 64093 at the posted time for a guided tour. While there is no advance registration or reservation required, participants will be asked to sign in to meet the mandatory requirement of attendance.

SELECTION PROCESS

The selection of an appraisal service which best meets the needs of the County will be made on a combination of qualifications and cost. The evaluation of proposals will take place using a team from the County using a scoring system outlined in the Evaluation Criteria section below.

Only "responsive" proposals will be evaluated.

Responsive proposals are:

- Submitted by the deadline date
- Presented in the required format
- Complete and containing all information requested (Part A – Company Detail and Part B – Pricing Page)
- Submitted from appraisal firms meeting the Minimum Qualifications

Responsiveness is determined at the sole discretion of the County.

The County reserves the right to reject all proposals.

The County may request an interview with the top qualified candidates as part of the evaluation process. If an interview or interviews are to take place, the County will notify the Respondents of the time and place. Interviews may take place using the option of videoconferencing.

EVALUATION CRITERIA

Criteria	Max Points Available	Score
Qualifications of Firm including references	20	
Firm's Experience on Similar Projects	15	
Available Professional Resources to Complete the Project	15	
Proposed Approach to Project and Deadline	10	
Lump Sum Firm Price for Service*	40	

^{*}The score provided for price will be applied with 40 points assigned to the lowest price proposal. The remainder of the proposals will receive a proportionate amount of the 40 points based upon a comparison of the quoted price and the lowest price.

CONTACT INFORMATION

Please direct any questions regarding this RFP to Chief Deputy Clerk, Jennifer Powers. All inquiries must be made in writing (email is accepted) and sent to jpowers@jococourthouse.com or at 300 North Holden St. Suite 201, Warrensburg, MO 64093.

SUBMISSION REQUIREMENTS

Please mail or deliver five (5) signed complete paper responses to the Request for Proposals and one (1) .pdf on a USB drive in a sealed envelope labeled "JOHNSON COUNTY APPRAISAL 122 Hout Street" for receipt by the County **NO LATER THAN 1:30 p.m. ON THURSDAY, JUNE 9, 2022, to:**

ATTN: Diane Thompson, County Clerk Johnson County 300 North Holden Street, Suite 201

Warrensburg, MO 64093 Phone: (660) 747-6161

Emailed electronic submissions will not be accepted for this Request for Proposals.

EQUAL OPPORTUNITY/DISADVANTAGED BUSINESS

Johnson County is an Equal Opportunity Employer and encourages the submission of qualifications from minority and women-owned businesses.

TERMS AND CONDITIONS - IMPORTANT INFORMATION FOR RESPONDENT Eligibility:

Johnson County will not award any contract to an individual or business having any outstanding amounts due from a prior contract or business relationship with the County or who owes any amounts for delinquent Federal, State or Local taxes, fees, and licenses.

Master Agreement for Professional Services:

Any firm wishing to be a qualified provider to the County will enter into the Master Agreement for Professional Services and supply the required supplemental materials. Submission of Statement of Qualifications indicates a willingness to enter into this Master Agreement for Professional Services.

Deadline:

The appraisal must be completed and delivered to the County on or before September 5, 2022. The qualified appraisal firm will be one that indicates and adopts a plan to accomplish the tasks within the timeline required (in addition to the other noted qualification criteria).

Electronic filing:

While access to this Request for Proposal and any questions related to it may be transmitted electronically, no emailed transmission of electronic responses will be accepted for this Request for Proposal.

County right to reject:

The County reserves the right to refuse and reject any or all submittals and to waive all formalities or technicalities or to accept the firm deemed most qualified. The County may choose to take no action and reserves the right to do so.

Submissions – late, format, incomplete, edits, deviations:

Proposals submitted after the deadline date and time will not be accepted or considered. All responses will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time and date due. Qualifications submitted which do not follow the prescribed format may be rejected. Respondents are required to clearly identify any deviations from the specifications in this document.

Use of subcontractors:

There are no subcontractors anticipated for the appraisal services, however if the Respondent proposes to use a subcontractor it must be clearly noted in the submission of qualification materials with the same relevant information as is required of the Respondent.

Cost:

The County is not responsible for the cost incurred by any Respondent in submittal of responses.

Commitment:

This Request for Proposals is not a contract or a commitment of any kind.

Professional licenses:

All appraisal services to be provided by the Respondent must be licensed in accordance with the professional registration requirements of the State of Missouri.

Prohibited Contact:

Contact with any representative including elected and appointed officials, employees and affiliated agencies of the County, other than through the procedure outlined above, concerning this Request for Proposals, is prohibited. Violations of this prohibited communication will result in disqualification of the Respondent at the sole discretion of the County Commission.

Open Records:

All information contained in or submitted with this Request for Proposals becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all proposals are rejected. If the Respondent believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, the respondent or its authorized representative must clearly identify what information believes is protected and must also clearly identify the legal basis on which the belief is held.

CERTIFICATION

The Respondent understands and agrees that by submission of their qualifications they certify to the following:

- The Respondent shall only utilize licensed professional personnel who have had their qualifications submitted as part of the response.
- The Respondent shall ensure that all personnel proposed to work on the project are authorized to work in the United States in accordance with applicable state and federal laws.
- The Respondent agrees to full cooperate with any audit from federal, state or local auditors or investigation by federal, state or local law enforcement agencies.

CONCLUSION

On behalf of the Johnson County Commission, thank you for your interest in the Johnson County Commercial Appraisal Services request for proposals. We look forward to receiving your proposal for this important project.

Densil Allen

Presiding Commissioner

ATTEST:

John L. Marr

Commissioner, Eastern District

allen

Diane Thompson, County Clerk

Charles Kavanaugh

Commissioner, Western District

PROPERTY INFORMATION

of

OFFICE BUILDING

LOCATED AT

122 - 124 HOUT ST. WARRENSBURG, MO. 64093

PREPARED FOR:
PARTICIPATING BROKERS
AND
POTENTIAL BUYERS

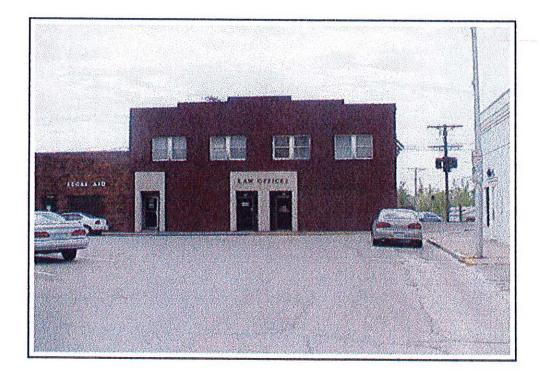
AS OF:

MAY ??, 2002

PREPARED BY: CLARK APPRAISAL & PROPERTY SERVICE

1411 GRANDVIEW DR. WARRENSBURG, MO. 64093 PH: 660/429-2323 FAX: 660/429-2499

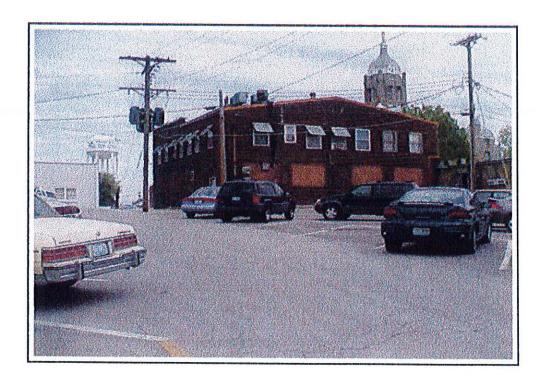
> DON CLARK BROKER



FRONT

LOOKING SO.
ON MAYNARD

TO HOUT ST.



REAR

LOOKING NO.

FROM CULTON

INCLUDES

CITY PARKING

LOT

CLARK APPRAISAL & PROPERTY SERVICE

	Page	2
NEIGHBORHOOD	DESCRIPTION	
Boundaries: NORTH - GAY ST, SOUTH - GROVER ST, EAST - Neighborhood Built Up		/SF
Neighboring Property Use: COUNTY GOVERNMENT, PROFESSIONAL OFFICES, RETAIL AND Analysis/Comments: THE IMMEDIATE NEIGHBORHOOD IS THE DOWNTOWN CENTRAL CENTER IS THE COUNTY COURTHOUSE SURROUNDED BY OFFICE THE CITY GOVERNMENT OFFICES ARE ON SOUTH END OF DISTATION ARE ALSO LOCATED ON SOUTH EDGE OF DISTRICT	D CHURCHES. BUSINESS DISTRICT OF WARRENSBURG, MO. AT COMMON TO THE BUILDINGS, RETAIL STORES, AND RESTAURANT STRICT. THE UNION PACIFIC DEPOT AND AMTRAC	THE S.
SEE ATTACHED NEIGHBORHOOD LOCATION MAP		
Current Zoning CENTRAL BUSINES DISTRICT (CB) Zoning Change: Likely Not Likely X To Uses Allowed with Current or Likely Zoning ANY USE ALLOWED UNDER ADOPTED JUNE 22, 1992, AND SINCE AMENDED. COPY OF A CITY HALL. Assessment Year 2001 APN # BELOW Tax Rate Total \$50,642 Total 5.61	Legally Conforming Yes X To NA ER CURRENT ZONING REGULATIONS, SECTION 27-11	7, R AT
Analysis/Comments: COPY OF ZONING MAP ATTACHED ASSESSOR PARCEL NO: 12-6.0-24-03-013-001		
ASSESSOR VALUATION: LAND: \$ 16,500 IMPROVEMENTS: 141,755 TOTAL: \$158,255 / .32 = \$50,642 ASSES SUBJECT PROPERTY IS CURRENTLY OWNED BY JOHNSON COUNTY OF THE PROPERTY ABOVE VALUATION IS SHOWN ON ASSESSOR RECORDS. IF PROPERTY IS CURRENTLY OWNED BY JOHNSON COUNTY OF THE PROPERTY ABOVE VALUATION IS SHOWN ON ASSESSOR RECORDS. IF PROPERTY ABOVE VALUATION IS SHOWN ON ASSESSOR RECORDS.	INTY AND THEREFORE NO TAXES ARE ASSESSED. THI	E DEDTV
TAX BASED ON PRESENT ASSESSED VALUE WOULD BE \$2,84	1.02.	TEKLY

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SITE DESCRIPTION
Site Size
Ex Gd Av Fr Pr Type Pub Pvt Topography: Access X X X Level X Mod Slope Steep Slope Street Frontage X X X AtGrade X AboveGrade BelowGrade Shape X X X X AtGrade X AboveGrade BelowGrade Shape X X X X X Corner Lot X X Function Utility X X X X X Corner Lot X X Visibility X X X X X Underground Utilities X Landscaping X X X X X Railroad Access X Drainage X X X X X Earthquake Zone X Adequacy of Utilities X X X X X Flood Zone C
Easements NONE NOTED Encroachments NONE NOTED Analysis/Comments:
SITE AREA IS FOOTPRINT OF BUILDING. THERE IS AN UNDERGROUND UNFINISHED AREA UNDER THE FRONT PUBLIC SIDEWALK THAT CAN BE ACCESSED FROM THE BASEMENT LEVEL. THIS IS ADDRESSED WITH A PERPETUAL EASEMENT MENTIONED IN WARRANTY DEED (COPY INCLUDED). SEE COPY OF ATTACHED WARRANTY DEED.

CLARK APPRAISAL & PROPERTY SERVICE

						Page 4
	IMP	ROVEMENTS	DESCRI	PTION		
		no vaniario	0.000111			
Property Type COMMERCI	AL/OFFICE	_ Construction Type	MASONRY	# Build	ings <u>1</u> #	Stories 2.0
Building Floor	Gross SF	*Net SF	Use Type		Total SF	Use %
122 HOUT MAIN	2,750	2,540	Office	*****	4,332	52.5
SAME 2ND	2,750	2,540	Retail			
SAME BSMT	2,750	2,540	Warehouse		1,717	20.8
	60 American (1997)		Manufacturi	ng		
			Distribution			
Total	8,250	7,620	Research/De	evelopment		
*usable Area X	Rentable Area		COMMON &	OTHER	2,201	26.7
Year Built <u>1920</u>	Building Efficiency Ra	tio75 %	Parking:	Yes No	Industrial O	nly
Effective Age 40	Economic Life	<u>70</u>	On Site	x	# Overhead Doors	AM
Remaining Economic Life		30	Adequacy.		Floor Height	NA FT
Repairs Needed NORMAL	WEAR INDICATED	IN EFFECTIVE	Covered	🔲 🗴	Ceiling Height	NA FT
AGE. HAS HAD UPGRA	DES IN PAST 10 Y	EARS.	Parking Gara	age	Column Spacing	
EVALUATION.			Paved	🗌 🕱	NA FT x	NA FT
Cost of Repairs			Number of S	Spaces NA	Railroad Spur_	
Floor Area Ratio 92.4	% Ground Coverage Rat	io <u>100</u> %	Spaces/100	O SFBA NONE	Yes 🗌	No X
		ilding Description		Impi	rovement Rating	
Foundation		NT				d Av Fr Pr
Frame				Appeal/Appearance	🏻 💆	
Floor/Cover				Floor Plan/Design .		
Ceiling				Construction Quality		
Exterior Walls				Exterior Condition .		
Interior Partitions				Interior Condition .		
Roof Cover				Roof Cover		
Plumbing			-	Plumbing	·····	
Heating	FWA/GAS TOTAL B			Heating		
Air Conditioning CENTRAL DOWN/WINDOW UP				Air Conditioning		
Electrical	220 AMP			Electrical		
Elevators	NONE			Elevators		4 14 14 14
Parking	ON STREET/CITY	LOTS		Parking Area		
Insulation	UNKNOWN			Insulation		4 14 14 14
Sprinkler	NONE			Sprinkler		4 14 14 14
Roof Support OTHER	TRUSS	man d		Landscaping	H F	
OTHER	SHELVING & COUN	IEKS	The second secon	***************************************		
OTHER	2 - VAULTS					
Analysis/Comments: PARK LOT AVAILABLE NEXT				AND OFF DOWNTOW	N SQUARE. ONE	LARGE CITY
BUILDING AREA CALC	ULATIONS ON PAGE	5.				
FLOOR PLAN SKETCHE	S FOR ALL FLOORS	(3) ATTACHED.				
		HIGHEST AN	ID BEST	USE		
Highest and Best Use (As C	urrently Improved):		OFFICE BUIL	LDING		
Analysis/Comments: PRES					PPER LEVEL. HAS	BASEMENT
WITH FINISHED MEET						
STORAGE, BALANCE O						
SECOND LEVEL COULD	BE CONVERTED TO	APARTMENT.				

BUILDING AREA CALCULATIONS

THE SUBJECT PROPERTY IS PRESENTLY OCCUPIED BY COUNTY OFFICES. THE FIRST FLOOR IS MAINLY OCCUPIED BY THE PROSECUTOR'S OFFICE WITH A SMALL AREA OF APPROXIMATELY 180 SF OCCUPIED BY SPECIAL VICTIMS UNIT. THE MAIN FLOOR HAS APPROXIMATELY 434 SF OF COMMON AREA WHICH CONSISTS OF KITCHENETTE, 2 RESTROOMS AND STAIRS TO BASEMENT. THE BALANCE OF 114 SF IS MAIN ENTRY AND EAST ENTRY WITH STAIRS TO SECOND FLOOR.

THE SECOND FLOOR HAS APPROXIMATELY 1,830 SF OF DESIGNATED OFFICE AREA WITH 817 SF OF COMMON AREA WHICH CONSISTS OF KITCHEN, WAITING AREA, HALL AND 1.5 BATHS. APPROXIMATELY 103 SF ARE STAIRS AND ENTRY AT HEAD OF STAIRS.

THE BASEMENT HAS 300 SF OF FINISHED CONFERENCE ROOM, 1717 SF OF SEMI-FINISHED OFFICE OR STORAGE AREA AND 589 SF OF UNFINISHED BASEMENT WHICH CONTAINS UTILITIES. 144 SF IS STAIRS TO MAIN FLOOR IN 2 AREAS.

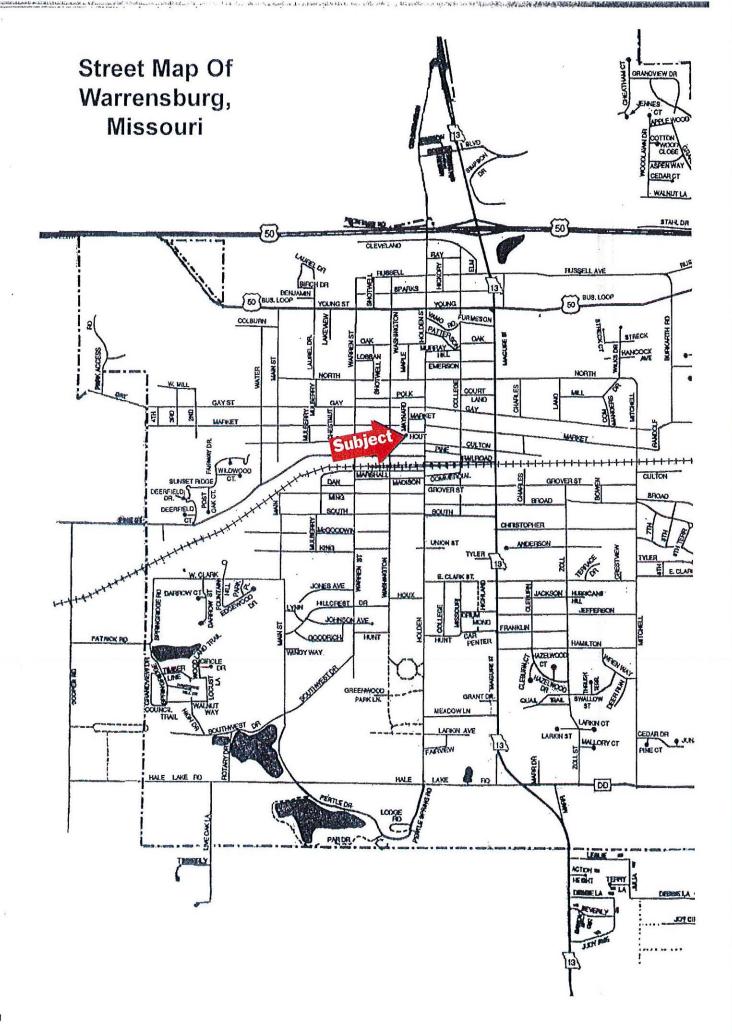
	MAIN FLOOR	2ND FLOOR	BASEMENT
DESIGNATED OFFICE AREA	2,202 SF	1,830 SF	300 SF
FINISHED COMMON AREA	434 SF	817 SF	108 SF
STAIRS & ENTRY	114 SF	103 SF	36 SF
SEMI-FINISH			1,717 SF
UNFINISHED AREA			589 SF
TOTALS:	2,750 SF	2,750 SF	2,750 SF

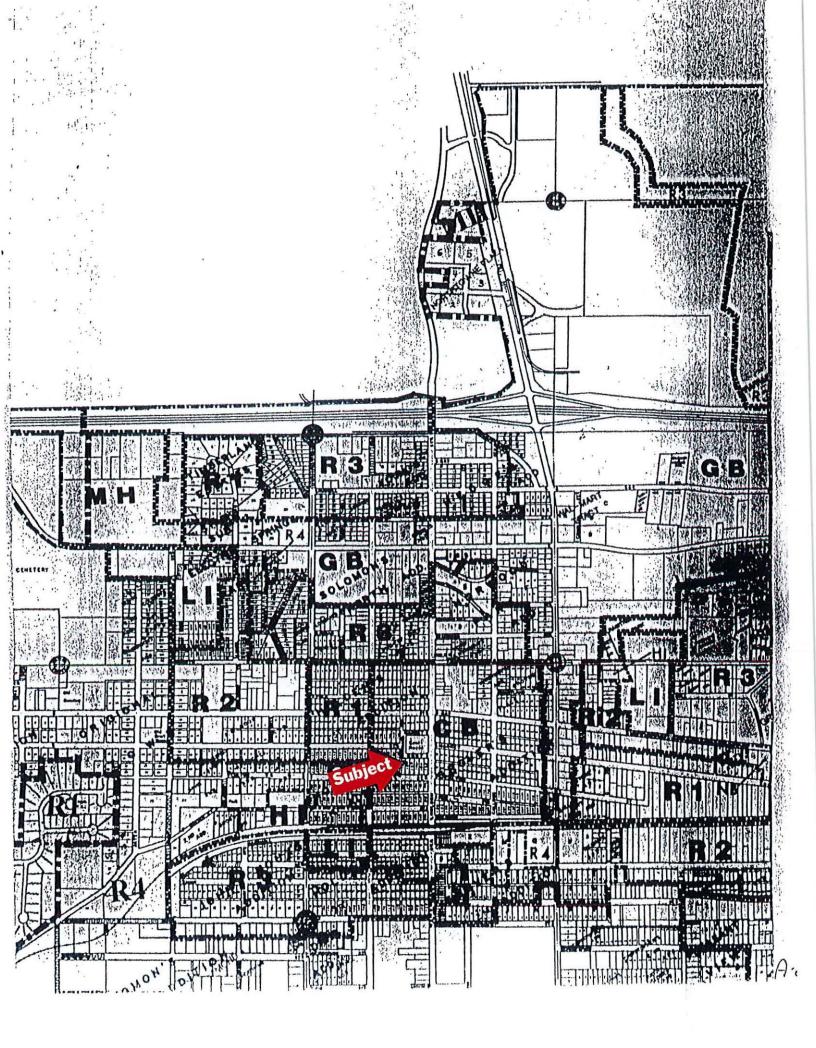
WITHOUT MAJOR MODIFICATION THE PROPERTY COULD BE RENTED TO MULTIPLE TENANTS WITH SHARED COMMON AREAS, AS FOLLOWS:

	RENTABLE OFFICE AREA	COMMON AREA/OTHER	TOTAL
MAIN FLOOR	2,202 SF	548 SF	2,750 SF
2ND FLOOR	1,830 SF	920 SF	2,750 SF
BASEMENT	2,017 SF	733 SF	2,750 SF
TOTALS:	6,049 SF	2,201 SF	8,250 SF
RENTALBLE OFFICE:	MAIN FLOOR	RENTABLE OFFICE:	2ND FLOOR
SUITE #1 SUITE #2	1,473 SF 729 SF	SUITE #3 SUITE #4	460 SF 670 SF
		SUITE #5	700 SF
TOTALS:	2,202 SF		1,830 SF

BASEMENT HAS 300 SF OF FINISHED CONFERENCE ROOM WITH SHELVES THAT COULD BE CONVERTED OR USED IN COMMON BY BUILDING TENANTS. THE SEMI-FINISHED AREAS COULD BE USED AS STORAGE BY BUILDING TENANTS OR CONVERTED TO OFFICE AREA. THE BASEMENT CAN BE ACCESSED FROM THE MAIN FLOOR COMMON AREA WHICH HAS AN ENTRANCE DOOR FROM CITY PARKING LOT TO THE WEST.

PAGE 5







Johnson County Commission

Densil Allen

Presiding Commissioner

John L. Marr

Commissioner, Eastern District

Charles Kavanaugh

Commissioner, Western District

Diane Thompson County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093 (660) 747-6161 - Fax 747-9332

www.jococourthouse.com

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

	THIS	AG	REEMENT	dated	this	day	of	,	2022,	by
and	between	the	County of Joh	hnson,	Missouri,	(herein	"County") and			
								(herein "Fir	m").	

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the County in writing, the Firm shall provide professional services for the benefit of the County as set forth in specific Proposals and Scopes of Work submitted by the Firm and accepted by County, and the Firm shall provide the County, as applicable, with the services, inspections, reports, studies, surveys, plans, specifications, and other work outlined. Firm agrees to provide all such services in a timely manner as established by the County in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of County directives. Firm agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Firm by the County or County's representative, or a written proposal for services which is approved by the County in writing. No work shall be performed nor shall compensation be paid for the Firm's work performed without a County approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the County. All work performed by the Firm, based upon County approved proposals submitted by the Firm, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the County and Firm in writing. All proposals for work submitted by the Firm to the County for work shall at a minimum contain the following:

- 1.1 **Scope of Services** Each proposal for services shall contain a detailed description of work to be performed by the Firm. When the County provides the Firm with a written and/or graphic request for proposal, the Firm's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Firm shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Firm does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the County shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Firm to provide optional services, the Firm's proposal shall respond to the options requested, or provide reasons why the Firm cannot provide or respond to the request for optional services.
- 1.2 **Creation of Contract Documents** Firm shall not without the express written permission of the County draft and/or create any contract documents, except for technical specifications and plans, for any project that Firm is assigned. Firm shall not be compensated for any contract documents drafted or created which are in violation of this provision. In the event that Firm is asked to draft and/or create contract documents by the County, then said contract documents must be in compliance with the County's then existing contract standards for projects and no compensation shall be provided to Firm for contract documents which fail to meet the County's standards.
- 1.3 **Time for Completion** Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Firm under the proposal. When the County provides the Firm with a written and/or graphic request for proposal, the Firm's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal.
- 1.4 **Compensation** Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the County or County's representative requests the Firm to provide work on an hourly fee plus expense basis, the Firm's proposal shall be responsive

to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the County's request for proposal specifies otherwise.

- 1.5 **Signatures** Firm proposals for services under this agreement shall be signed and dated by the Firm or an authorized representative of the Firm (as applicable), and shall be considered binding offers to contract open for acceptance by the County for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the County. All proposals for services under this agreement shall be on forms approved by the County; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a County provided form, the signature block shall contain a signature line for each of the three County Commissioners and attested by the County Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the County.
- 2. **Compensation** - In consideration for the Firm's provision of services under this agreement, the County agrees to compensate the Firm for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the County. Payments shall be made within thirty (30) days of receipt of invoice by the County. Invoices shall be submitted periodically as mutually agreed upon by the County and Firm, orin the absence of such agreement, upon completion of the work constituting the task or projectfor which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnelin increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Firm's proposal approved by the County. When periodic requests for payment are made, they shall only reflect charges for work already complete. County may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The County reserves the right to withhold payment for

inadequately documented invoices until documented as required herein. The County further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Firm's proposal when delays in performance of services are not attributable to the County, or as a result of a billing dispute between the County and Firm. No penalty shall be assessed to County for such amounts withheld until after any dispute is resolved in Firm's favor.

- 3. **County Responsibilities** County agrees to furnish Firm with all current and available information for each task or project assigned to Firm, along with any information necessitated by changes in work or services initiated by the County which may affect services rendered hereunder. Firm shall notify County of all information it may require from County or other Firms and Contractors of County sufficiently in advance so as to avoid delay of the work to be completed by Firm.
- 4. **Coordination of Work and Work Product** Firm shall coordinate all work with the County's designated representative for each task or project assigned to Firm and submit to the County's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. Notwithstanding the Firm's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the County shall also be considered the property of the County. When available and requested by the County, work product shall be provided in electronic form at actual cost in media compatible for use with County software and equipment, and Adobe .pdf format shall be acceptable.
- 5. **Protection of Work, Property and Persons** To the extent Firm's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply. The Firm will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their employees and services provided under this Agreement. The Firm will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Firm shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and County's Construction Safety Plan.
 - 5.1. The Firm will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction.

- 5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Firm, will give the County prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.
- 5.3 Firm agrees that any employees engaged for services that require presence on an active construction work site will require any employee of Firm on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Firm violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. Theses penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

- 6. **General Insurance Requirements** Firm shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Firm's work, whether such execution be by the Firm, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:
 - 6.1 **Workers Compensation** Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the workmen's compensation statute, the Firm shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.
 - 6.2 **Bodily Injury** Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.
 - 6.3 **Personal Injury** Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Firm, or (2) by any other person.

- 6.4 **Third Person Bodily Injury** Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.
- 6.5 **Automobile Coverage** Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:
 - a) Firm's own automobiles and trucks,
 - b) Hired automobiles and trucks, and
 - c) Automobiles and trucks now owned by the Firm.

The insurance shall cover the use of the above-mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

- 6.6 **Professional Liability** Claims for damages resulting from errors or omissions of the Firm or its employees in the amount of at least \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate.
- 6.7 **Public Liability and Property Damage** Claims for damages because of damage to any property, building, or structure on or adjacent to the County's premises, or the injury to or destruction of property resulting from the Firm's services in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver insection 537.610 RSMo, as annually adjusted.

Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the County.

7. **Indemnification** - Failure of Firm to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the County, shall not diminish, waive or otherwise reduce the Firm's obligations to maintain such insurancecoverage and Firm shall indemnify and hold the County and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney'sfees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or

liability of the Firm, its agents or employees. Further, Firm shall hold County harmless from any failure by Firm to complete their work in compliance with all applicable local, state and federal regulations.

- 8. **Delegation and Subcontracting** Unless otherwise proposed and approved in the Firm's proposal for services, the Firm shall not delegate or subcontract any work to be performed by the Firm under this agreement to any other person, business or entity without the express advance written approval of the County for such delegation or subcontract work.
- 9. **Records and Samples** To the extent not otherwise transferred to the County's possession, Firm agrees to retain and provide the County with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Firm agrees to either retain all test products or samples collected by or submitted to Firm, or return same to the County as mutually agreed upon. In absence of agreement, Firm shall not dispose of test samples or products without notice to or consent by the County or the County's representative.
- 10. **Additional Services** No compensation shall be paid for any service rendered by the Firm considered an additional service beyond the scope of services approved by the County unless rendition of that service and expense thereof has been authorized in writing by the County in advance of performance of such service. Any additional services performed by the Firm prior to such authorization by the County shall be deemed a part of basic services for work performed under a County approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Firm shall be entitled to no additional compensation.
- 11. **County Authorization** -When the term County is used in this agreement, it shall mean the Commissioners of the County. Authorization by the County shall mean written instruction from the County Commissioners or the County Clerk, or their designee. It is further understood and agreed that no person or party is authorized to bind the County to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the County Commissioners, County Clerk, or their designee. In this regard, it is understood and agreed that the Firm shall not be entitled to rely upon verbal representations by any agent or employee of the County in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the County Commission or County Clerk in writing. When the term County's representative is used, it shall mean the County Clerk or their designee as specified in writing.

- 12. **Period of Services and Termination** – The period of performance under this agreement shall be as specified in the proposal. The County may and reserves the right to terminate this agreement at any time with or without cause by giving the Firm written notice of termination. Upon receipt of such notice, Firm shall discontinue all services in connection with the performance of services authorized under this agreement or County approved proposal for services and County shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Firm shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Firm shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the County questions the extent of work on a final invoice, the Firm shall give the County the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Firm prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Firm upon not less than seven days written notice in the event the County shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Firm. In the event of termination by the Firm, the other provisions concerning termination contained in this paragraph shall be applicable. This Contract shall govern all scopes of work approved by the County under its terms for a period of twelve months from its execution, and annually thereafter in any year for which Firm is qualified by County to perform services.
- 13. **Governing Law** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
- 14. **Certification of Lawful Presence / Work Authorization** Firm will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Firm shall indemnify and hold harmless the County and its officials, agents and employees from all costs and liabilities incurred as a result of Firm's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the termof this Agreement. Attached hereto are certifications of compliance required.
- 15. **Nature of Relationship** Firm herein is an independent party and shall not act as an agent for the County, nor shall Firm be deemed to be an employee of the County for any purposes whatsoever. The Firm shall not enter into any agreement or incur any obligations on the County's behalf or commit the County in any manner.

- 16. **Miscellaneous** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.
- Ownership of Plans and Documents Records. In addition to County's ownership rights under Section 4, the field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Firm; however, the County shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Firm shall also deliver all electronic information on CD in Adobe ".pdf" format. Any documents submitted in AutoCAD format shall have Firm's seal removed. County shall assume all liability for reuse of AutoCAD documents other than by Firm, or except as specifically authorized by Firm.

The County shall make copies, for the use of the Firm, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Firm pursuant to this Agreement, and also make available any other maps, records, or other materials available to the County from any other maps, records, or other materials available to the County from any other public agency or body. The Firm shall have no liability for defects in the services attributable to the Firm's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the County or third parties retained by the County.

The Firm shall furnish to the County, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the County and for which compensation has been received by the Firm.

[This space intentionally blank.]

18. **Conflict of Interest** - Firm hereby covenants that at the time of the submission of any proposal and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest with the County. The Firm further agrees that during the term of this Agreement neither the Firm nor any of its employees shall acquire any other contractual relationships which create such a conflict. Firm shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

PROFESSIONAL FIRM:	
Name of Authorized Representative:	
BY:	
Name of Firm:	
Address of Firm:	
COUNTY OF JOHNSON, MISSOURI: BY:	ATTEST:
Densil Allen, Presiding Commissioner	Diane Thompson, County Clerk
	_
John L. Marr, Eastern Commissioner	
Charles Kavanaugh, Western Commissioner	

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Applicant	Date	Printed Name
3.	the State of	application for a birth certificate pending in Qualification shall terminate upon receipt etermination that a birth certificate does not ed States citizen.
2.		uments, but provide an affidavit (copy or temporary 90-day qualification.
1.	presence in the United States license, U.S. passport, birth of	cuments showing citizenship or lawful . (Such proof may be a Missouri driver's certificate, or immigration documents). Note: If fication of lawful presence must occur priorto

WORK AUTHORIZATION CERTIFICATIONPURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)	
State of)ss)	
My name is		I am an authorized agent of (Firm). This business is
connection with services provided person that is an unauthorized alie of participation in a federal work a Furthermore, all Subcontractors we contracts that they are not in viol	deral work authorization product to the County. This business in in connection with the servauthorization program is attacknown on this contract shall ation of Section 285.530.1, s	ogram for all employees working in s does not knowingly employ any vices being provided. Documentation ched hereto. affirmatively state inwriting in their
	Affiant	Date
	Printed Name	
Subscribed and sworn to before	me this day of	, 20
	Notary Public	

CONFLICT OF INTEREST FORM

PROJECT:			
RESPONSIBLE COUNTY EMPLOYEE:			
RESPONSIBLE OR SUPERVISING COUNTY CONS	SULTANT:		
1. Have you or any employee or person holding an or to provide goods or services to the County been invol	ved in any of the	following with	• • • •
its employees, elected officials or any responsible con			
	Yes	No	
Sale, purchase or exchange of property			
Receiving or furnishing goods or services			
Transfer or receipt of income, assets or funds			
Maintenance of bank balances, book balances			
or other accounts for benefit of another?	·		
2. Have you or any employee or person holding an or to provide goods or services to the County been incounty or its elected officials or its responsible consulexplain.	debted to the Co	ounty, any empl	loyee of the
3. List all business transactions or relationships that ownership interest in the company proposing to prov with any employee of the County, its elected officit twenty-four months.	ide goods or ser	vices to the Cou	ınty has had

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the County either to or from any employee, elected official or its responsible consultants in the last twenty-four months.							
proposing business entity	verifies that th	m, the undersigned personally, and on behalf of the e information contained herein is truthful and accurate hroughout all business transactions with the County.					
		Date:					
BY:							
STATE OF MISSOURI	<i>'</i>						
COUNTY OF)SS.)						
	-						
		re true to his/her best knowledge and belief.					
IN WITNESS WHI above written.	EREOF, I have	e placed my hand and notarial seal the day and year last					
		NOTARY PUBLIC					

Johnson County, MO

Property Report Card

Parcel Number: 12602403013001000

Name: JOHNSON COUNTY

Mail To Address:

Mail To Address 2:

Mail To City State Zip:

Property Address: 122 HOUT

Acres: 0.00

Legal Description: HOLDENS SECOND^LT 139 20X50FT S END . N 30FT LT 163 ^

Total Adjusted Value: \$0.00 Total Assessed Value: \$0.00

Book: 0943 Page: 0187

Taxing Dist: Wbg City RE

School District: WBG R-6 Watershed District: NONE

Fire District: NONE

Ambulance District: JC AMB Library District: LIB 2003

City District: WARRENSBURG-RE

Last Tax Billed: 0

Last Billed Paided: Y

Soil Data

Class 1	0 ac	0	Class 5	0 ac	0
Class 2	0 ac	0	Class 6	0 ac	0
Class 3	0 ac	0	Class 7	0 ac	0
Class 4	0 ac	0	Class 8	0 ac	0

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Johnson County, MO Property Report Card

Parcel Number: 12602403013001000

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Johnson County, MO

Property Report Card

Parcel Number: 12602403013001000



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Johnson County, Missouri Response to REQUEST FOR PROPOSALS - Commercial Appraisal Services

B. PRICING PAGE To be attached to Request for Proposals Part A - Company Detail

Name of

Company
Lump sum, firm price for appraisal of 122 Hout Street Warrensburg, Missouri commercial property.
The lump sum, firm price shall be inclusive of all costs to perform the service including ordinary expenses. All incidental "out-of-pocket" expenses such as mileage, duplicating, parking, telephone, etc., shall be included in and paid for as part of the lump sum, firm price for service. There shall be no additional expenses reimbursed for the project.
Selection of Appraisal firm is not dependent solely upon lump sum price. Johnson County reserves the right to accept or reject any or all proposals submitted.
The County does not bear any responsibility for the costs of preparation of the bid and there are no pre-bid costs reimbursed.
Lump Sum Price
(Firm price – no ranges)
SignatureAuthorized Company Representative
Printed Name
Date