



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
(573) 886-4392 - FAX (573) 886-4390
Email: mridgway@boonecountymo.org

Bid Data

Bid Number: 57-17SEP02
Commodity Title: Culvert Liner Installation

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, SEPTEMBER 17, 2002
Time: 1:25 P.M. (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: TUESDAY, SEPTEMBER 17, 2002
Time: 1:30 P.M. C.S.T.
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 207
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Standard Terms and Conditions
Exhibit A- Prior Experience
Exhibit B – Site Location Map
Exhibit C – Performance and Labor/Material Bond

Please note time and place scheduled for a prebid conference per Section 2.14.

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder/Contractor/Supplier** - These terms refer generally to businesses having some sort of relationship to or with the County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers citing the questions asked, but not identifying the questioner will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not binding.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) The provisions of the Contract (as it may be amended);
2) The provisions of the Bid; and
3) The provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term of one (1) year, but may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Contract for the furnishing of all labor, materials, tools, equipment, traffic control, and supervision to perform **Culvert Lining Installation** to two 48-inch corrugated metal pipe culverts on Peabody Road in Boone County, Missouri.
- 2.1.1. **Scope of Services** – The Contractor shall furnish all labor, materials, equipment, and traffic control necessary to line two 48-inch corrugated metal pipe culverts. The culverts are located on Peabody Road approximately 3/4-mile east of the Peabody Road/U.S. Highway 63 intersection.
- 2.1.2. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with County within 30 days of award on contract forms provided by the County. If bidder(s) desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.2. **TECHNICAL REQUIREMENTS**
- 2.2.1. **Site Preparation** – Prepare the surrounding area of the culvert for the construction activities. Clear brush as necessary for lining activities.
- 2.2.2. **Existing Culvert Preparation** – Flush and/or clean out sediment and debris from inside the two existing 48-inch corrugated metal pipe culverts. Inspect the culverts and remove any other obstructions that may hinder the insertion of the liner. Remove any water from the culverts and fill voids with cement grout.
- 2.2.3. **Lining** – Line the two existing 48-inch culverts with 36-inch nominal diameter ISCO Snap-Tite Culvert Liner, Poly Profiles Technology, Inc. Culvert Renew Liner, Conctect A2 Liner Pipe, or equal as approved by the County. Connect sections and install the lining as specified by the manufacture. The joints shall be watertight. Do not use aromatic hydrocarbons or other petroleum based lubricants. Install the liners such that they will maintain the fall of the existing culverts and will not pond water within the culverts.
- 2.2.4. **Grouting** – Grout the annular space between the existing culvert and the liner with cement grout. A chemical grout may be used with prior approval by the County. Follow manufacturer's instructions for grouting around the liner. Do not exceed the grouting pressure recommended by the manufacturer. Use wood or solid plastic blocks and skids to center the liner and prevent flotation during grouting. Install internal supports to resist liner deflection. Keep water out of the annular space during the grouting process.
- 2.2.5. **Site Restoration** – Provide grading, seeding, mulching, and erosion control to restore the site to a stable condition after the culvert lining and grouting has been completed.
- 2.3. **GENERAL CONDITIONS**
- 2.3.1. **Invoices** - The County's purchase order number must appear on the invoice.
- 2.3.2. **Billing and Payment** - Payment for Culvert Lining Installation shall be made after the work has been completed and an invoice has been received. The Contractor must submit an invoice and charges must only include prices listed in the Contractors bid Response Form. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. Invoices should be submitted to Boone County Public Works for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.3.3. **Prevailing Wage** – Not less than prevailing hourly rate of wages, as founded by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. Prevailing Wage Order Number 9, Section 010 is attached. Upon completion of the project and prior to payment the Contractor will be required to file with the County an affidavit stating that the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.

2. **Primary Specifications (cont.)**

2.4. **CONTRACTOR RESPONSIBILITY/SERVICE REQUIREMENTS**

- 2.4.1. **Contractor Qualifications and Experience** - The Contractor to whom this Contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.4.2. **Sub-Contractors** - All subcontractors shall be approved by the County.
- 2.4.3. **Disposal** - The Contractor shall be responsible for the removal and lawful disposal of all excess materials and costs for said services are to be included in the bid price.
- 2.4.4. **Utility Locations** - The Contractor shall complete all required utility locations prior to commencement of work.
- 2.4.5. **Ordinance Compliance** - The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him from responsibility of compliance with said laws, ordinances, rules, and regulations. The Contractor will be responsible for obtaining any and all required permits. The County shall not be responsible for the cost of any permits.
- 2.4.6. **Safety** - The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety. The road shall remain open to traffic during the projects. The safety of the Contractor's employees and the public is of prime concern to the County and the Contractor must take all necessary steps to assure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.4.7. **Material Quality and Workmanship** - The Contractor shall provide new material of high quality that shall give long life.
- 2.4.8. **Submittals** – Prior to commencing construction, the Contractor shall provide two sets of shop drawings of the system and product data sheets for the liner and grout.
- 2.4.8. **Work Hours** - Contractor shall provide service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m., excluding holidays. Work may be completed on the weekends with prior approval from the Department. Work shall not be completed on September 14 and September 22, 2002 due to activities at the State Park.
- 2.4.9. **Final Inspection and Approval** - The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County's final inspection and written approval.
- 2.4.10. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.5. **WARRANTY** – The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements cause by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contract should neglect to begin such repairs and/or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.
- 2.6. **INSURANCE REQUIREMENTS**
- 2.6.1. **Insurance Requirements** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County, which must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.

2. **Primary Specifications (cont.)**

- 2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this Contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.6.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this Contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.6.4. **Automobile Public Liability and Property** - The Contractor shall maintain during the life of this Contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$250,000.00 per individual. Said insurance shall cover both bodily injury, including accidental death and property damage, to protect Contractor from any and all claims arising from the use of the Contractor's own automobiles, teams, and trucks; hired automobiles, teams, and trucks; and both on and off the site of work.
- 2.6.5. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims, which might arise as a result of the operations of the Contractor in fulfilling the terms of this Contract during the life of the Contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.6.5. **Insurance Certifications** - The Contractor shall furnish the County with Certificate(s) of Insurance, which name the County as additional insured in an amount as required in this Contract and requiring a 30-day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the work.
- 2.7. **INDEMNITY AGREEMENT** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent, or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the Contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2. **Primary Specifications (cont.)**

2.9. **BOND REQUIREMENTS**

- 2.9.1. **Bid Bond** – Each bid response shall be accompanied by a proposal guaranty equaling 5 percent of the total amount of the bid. The bond shall be executed by some surety company authorized to do business in the State of Missouri, as guarantee on the part of the bidder that if his bid be accepted, he will within 10 days after receipt of notice of such acceptance, enter into a contract and furnish a Performance Bond/Labor and Materials Payment Bond to do the work advertised and in case of default, forfeit such bid bond.
- 2.9.2. **Performance Bond/Labor and Material Payment Bond** – Upon award of the Contract, the Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract. Bond Forms are attached for use by the Contractor.
- 2.9.3. **Lien Waivers** – Prior to the release of Contract amount, the Contractor shall file with the County the following:
 - a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
 - b. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 - c. Lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.

2.10. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.10.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
- 2.10.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Marlene Ridgway, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: mridgway@boonecountymo.org
- 2.12. **DESIGNEE** – Greg Edington, Manager of Boone County Public Works Maintenance, 573-449-8515, 5551 Highway 63 South, Columbia, MO 65201
- 2.13. **PRE-BID CONFERENCE** – A Pre-Bid Conference will be held on Wednesday, September 4, 2002 at 9 a.m. at the Boone County Johnson Building 601 E. Walnut Room 213 Columbia, MO 65201. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid (RFB). Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
- 2.14. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturers published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Submit three complete copies of the Response in a single sealed envelope, clearly marked on the outside, left corner with the company name and return address, the proposal number, and the due date and time.

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

- 4.6.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. Bid Response - Bid prices must include all labor, materials, equipment, and traffic control necessary to perform the repairs as described in Section 2 of this bid request.

	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
4.7.1.	Mobilization/Demobilization	LS	1	\$ _____	\$ _____
4.7.2.	Site Preparation	LS	1	\$ _____	\$ _____
4.7.3.	Existing Culvert Preparation	LS	1	\$ _____	\$ _____
4.7.4.	Lining	LF	200	\$ _____	\$ _____
4.7.5.	Grouting	LF	200	\$ _____	\$ _____
4.7.6.	Site Restoration	LS	1	\$ _____	\$ _____
				Total Cost =	\$ _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions, and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date: _____

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

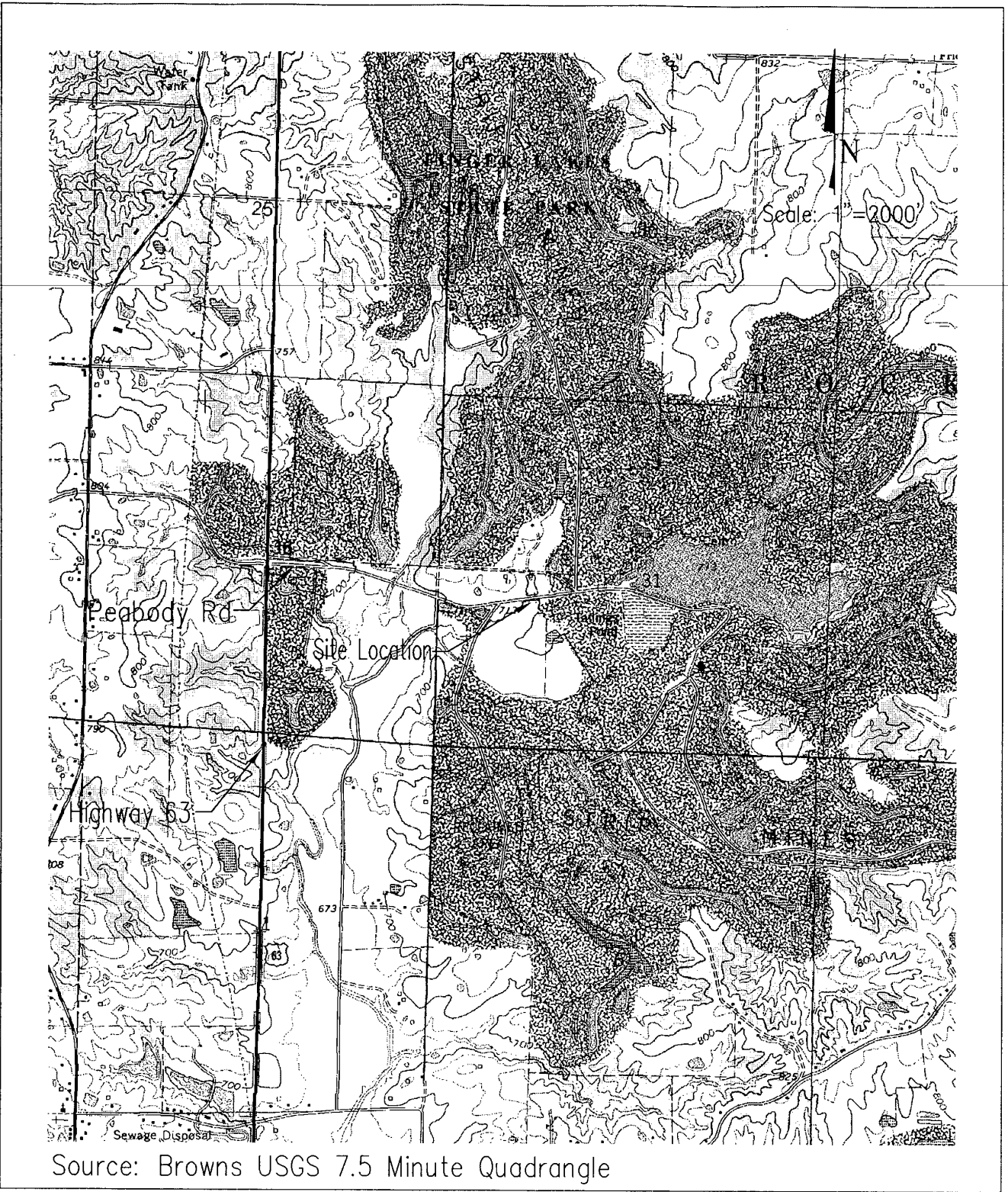
Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Source: Browns USGS 7.5 Minute Quadrangle

BOONE COUNTY PUBLIC WORKS
DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602



Exhibit B Site Location Map RFB - Culvert Lining Installation

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of
_____ Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract
with Owner for:

**BID NUMBER 57-17SEP02
CULVERT LINER INSTALLATION
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department, which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages
and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing
wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner
having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or

- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and
conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a
Contract between such bidder and Owner, and make available as work progresses (even though there
should be a default of a succession of defaults under the Contract or Contracts of completion arranged
under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price,
but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the
amount set forth in the first paragraph hereof. The term “balance of the Contract price”, as used in this
paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any
amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which
final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____, on this _____ day of _____, 20__.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____

_____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

_____ DOLLARS

(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for

**BID NUMBER 57-17SEP02
CULVERT LINER INSTALLATION
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____ 20____.

CONTRACTOR_____ (SEAL)

BY:_____

SURETY COMPANY_____

BY:_____

(Attorney-In-Fact)

BY:_____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Marlene Ridgway, Buyer

Phone: 573/886-4392- FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until same is delivered to the County and is accepted by the County.