



Request For Bid (RFB)

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

Alice Winkelman, Buyer
573/886-4392 - FAX 573/886-4390
Email: awinkelman@boonecountymmo.org

Bid Data

Bid Number: **25-20MAY04**
Commodity Title: **Chip and Seal Application**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MAY 20, 2004**
Time: **1:15 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 209
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.
Pre - Bid **A pre-bid meeting will be held at 10:00 a.m. on May 6, at the Johnson Building Conference Room.**

Bid Opening

Day / Date: **THURSDAY, MAY 20, 2004**
Time: **1:30 P.M.**
Location / Address: **Boone County Government Center
Commission Chambers
801 E. Walnut, 1st Floor
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
Bidder's Qualifications
Performance/Labor and Material Bond forms
Location Maps
Prevailing Wage Order No. 10
MO Standard Specifications for Highway Construction**

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 your 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 us. 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(s) 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 question 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.
- 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(s) provide 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;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - From date of award until completion and acceptance of project.
- 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 **SCOPE OF WORK** - The County is requesting bids for Chip and Seal applications at specific sites. This work shall consist of the applications of bituminous material, and a cover coat material in accordance with the following specifications. Work will be completed on a per project basis and as listed in section four of this request. **Please Note: Successful Bidder shall provide the proposed aggregate(s) to be used, the proposed oil to be used along with the proposed application rates for both materials based on testing by a certified lab or the oil manufacturers testing lab. A copy of these reports must be submitted before work will be allowed to start...** Sections 409, 1003 and 1015 of the MSSHC are attached for your reference. A zone map has also been attached for your use concerning the Additional Work Proposals. Contractor will be responsible for all Traffic Control for this work in accordance with the MUTCD Manual.

2.2. ASPHALT SEAL COAT**MATERIAL AND APPLICATION SPECIFICATIONS**

2.2.1. **Emulsified Asphalt** – CRS-2P, EA-90 P or a pre-approved equal. The rate for application shall be in the range of 0.35 - 0.40 Gallons Per Square Yard for seal coat over asphalt. All materials shall conform to section 409.2 of the MSSHC (Missouri Standard Specifications for Highway Construction).

2.2.2. **Aggregate for Seal Coat over Asphalt** – MSSHC specification number 1003.2, grade 8. The specific gravity of the rock shall be 2.62±.05 and meet ASTM C127 standards. The rate for application shall be a minimum of 23 - 27 pounds per square yard.

2.2.3. **Application of Seal Coat over Asphalt** – All applications shall conform to sections 409.4.3., 409.4.3.1., 409.4.4., 409.4.4.2., and 409.4.4.3. of the MSSHC. All areas shall receive one coat of chip and seal. All areas are to be swept after application in compliance with section 409.4.4.3 of the MSSHC. **(See exception 2.4.1. Additional Equipment Required)**

2.2.4. Once the contract has been awarded, the contractor will provide samples of the Emulsified Asphalt and Aggregate to the owner in order to establish the exact application rates to be used for this contract.

2.3. GRAVEL BASE SEAL COAT**MATERIAL AND APPLICATION SPECIFICATIONS**

2.3.1. **Emulsified Asphalt** – EA90 P or an pre-approved equal. The rate for application shall be a minimum of 0.35 - 0.40 Gallons Per Square Yard for seal coat over gravel base. All materials shall conform to section 409.2 of the MSSHC (Missouri Standard Specifications for Highway Construction).

2.3.2. **Aggregate for Seal Coat over Gravel Base** - MSSHC specification number 1003.2, Grade 7 (3/8" clean, crushed, washed rock) and MSSHC specification number 1003.2, Grade 3 (1/2" clean, crushed, washed rock). The rate for application shall be a minimum of 23 - 27 pounds per square yard.

2.3.3. **Application of Seal Coat over Gravel Base** - All applications shall conform to sections 409.4.3., 409.4.3.1., 409.4.4., 409.4.4.2., and 409.4.4.3. of the MSSHC. All areas shall receive **two** coats of chip and seal. **First coat** will utilize 1/2" aggregate. The **second coat** will utilize the 3/8" aggregate. All areas are to be swept after **each** application in compliance with section 409.4.4.3 of the MSSHC. **(See exception 2.4.1. Additional Equipment Required)**

2.3.4. Once the contract has been awarded, the contractor will provide samples of the Emulsified Asphalt and Aggregates to the owner in order to establish the exact application rates to be used for this contract.

2.4. **EQUIPMENT SPECIFICATIONS** - All equipment shall conform to section 409.3 of the MSSHC. Equipment shall be in good working order.

2.4.1. **Additional Equipment Required** – **Distributor must have ground speed control with cab mounted controls for the multiple width spray options. Spreader must have the capabilities for variable widths. Broom** - For areas of roadway where the residents maintain the Right of Way, a broom equipped with a hopper or equal measures shall be taken to ensure that any excess rock **is not** swept into the yards or Right of Way.

2.5. **WEATHER LIMITATIONS** - All weather restrictions found in section 409.4.1. of the MSSHC shall be followed.

2.6. **SURFACE PREPARATION** - The County will be held responsible for grading and rock placement to insure a smooth driving surface and the prime oil application. The County will work with the Contractor for purposes of coordinating all applications.

- 2.7. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found 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 # 10** is attached. Upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.8. **BIDDERS RESPONSIBILITIES**
- 2.8.1. Subcontractors – No subcontracted work will be allowed in the performance of this project.
- 2.8.2. Bidders must complete and submit a Statement of Bidders Qualifications that is attached to this bid with their response.
- 2.8.3. The County does not guarantee that any or all sites listed in section four of this request will be completed. The County also reserves the right to add additional square yards. Section Four of this request and the attachments are intended to describe the locations the County will contract for services.
- 2.8.4. Bidders failure or omission to examine any relevant site will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to understand the scope of services to be provided at each location.
- 2.8.5. **Asphalt surfaced roadways** should be ready by **June 1, 2004**. **Gravel surfaced roadways** are under construction at this time, with the first group due to be ready by **July 1, 2004** with the remainder being ready by **August 20, 2004**. If more than five (5) work days elapses in which no road is ready for chip & seal after August 20th, County agrees to pay to the bid amount for remobilization **All work shall be completed no later than October 15, 2004**, weather permitting.
- 2.9. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. 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.
- 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **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 \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
- 2.9.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.4. **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. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (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 project.
- 2.10. **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.
- 2.11. **BOND REQUIREMENTS**
- 2.11.1. **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. Performance Bond and Labor and Material Bond must be submitted on forms provided with this request.
- 2.12. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County the following:
- 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;
 - lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
 - lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.13. **WARRANTY AND GUARANTEE**
- 2.13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as follows:
- 2.13.2. **One Year Correction Period** - If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to COUNTY and in accordance with COUNTY'S written instructions, either correct such defective Work, or, if it has been rejected by COUNTY, remove it from the site and replace it with non defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, COUNTY may have the defective Work removed and replaced, and all direct, indirect and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri, 65201
- 2.14.1. **Contact** – Alice Winkelman, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri, (573)-886-4392 Fax: (573) 886-4390 or Email: awinkelman@boonecountymmo.org
- 2.15. **DELIVERY** – Each site specified in Section four of this request.
- 2.15.1. **Delivery Terms** – FOB Destination. The seller pays and bears all freight charges.
- 2.16. **PAYMENT** – Contractor will bill the County upon acceptance by Boone County for each project listed in Section four of this request. Contractor must submit an invoice and charges must only include prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

- 2.17. **PRE-APPROVED EQUAL** – Any manufacturer’s name, trade name, brand name or catalog numbers are used in the specifications for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Any vendor interested in submitting a response for a pre-approved equal must submit their request in writing at least 10 business days prior to the bid opening date. This request can be faxed to the Boone County Purchasing Department at (573) 886-4390. The County is not responsible for insuring receipt of all transmissions. Vendors are encouraged to contact the Purchasing Department to insure that all requests have been received by the stated deadline.
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- 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 here. Failure to adhere to all requirements may result in 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 “NA.”
- 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. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.2.3. The County’s Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under “Bid Opening”, all Responses will be opened in public. Brief summary information from each will be read aloud.
- 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 our use.
- 3.5.3. **Endurance of Pricing** - Bidder’s pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. **Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid 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.	ROAD LOCATION (over Asphalt) (See Attached Locations Maps)	EST. Square Yards (single applications)
4.7.1.	Mt. Zion Church Road – Rt. Z to Rt. B	61,200
4.7.2.	Boatman Hill Road – McGee Road to Calvert Hill Road	3,700
4.7.3.	Calvert Hill Road – Hwy. 63 N. to Boatman Hill Road	31,500
4.7.4.	McGee Road – Rt. B to Boatman Hill Road	22,000
4.7.5.	Old Highway 124 – Centralia Special to Hwy. 124	38,000
4.7.6.	Old 63 North – Rt. W to Hwy. 63	22,600
4.7.7.	Dripping Springs Road – Old Hwy. 63 to Hwy. 63 R.O.W.	7,500
4.7.8.	Bearfield Road – City Limit to End of Road	21,200
4.7.9.	Rangeline Road – New Haven Road to Rt. WNW	8,600
4.7.10.	Christian School Road – Old Hwy. 63 to Albert	27,300
4.7.11.	New Haven Road – University Lane to Rolling Hills Rd.	12,200
4.7.12.	New Haven Road – Rolling Hills Rd. to Rangeline	41,700
4.7.22.	Total Estimated Square Yards	297,500
4.7.23.	Cost per Square Yard:	\$
4.7.24.	Total Cost – Asphalt Seal Coat	\$
4.7.25.	Additional Work – Cost Per Square Yard – Area # 1 (Refer to map of Service Areas)	\$
4.7.26.	Additional Work – Cost Per Square Yard – Area # 2 (Refer to map of Service Areas)	\$
4.7.27.	Additional Work – Cost Per Square Yard – Area # 3 (Refer to map of Service Areas)	\$

4.9.	ROAD LOCATION (over Gravel) (See Attached Locations Maps)	EST. Square Yards (Includes double application)
4.9.1.	Benson Road – Asphalt to Asphalt	48,000
4.9.2.	Barber Road – Rt. NN to Harper	23,400
4.9.3.	Crofton Hall Road – Rt. NN 1,060 feet North	5,000
4.9.4.	Liddel Lane – Bottom of Hill to Hawk Road	5,000
4.9.5.	Drane Road – Rt. J to Bottom of Hill	2,800
4.9.6.	Memar Road – Everet School Rd. to Wilhite	34,800
4.9.7.	Anchorom Road - Rt. V to Barber Road	27,600
4.9.8.	Davis Road – Rt. 124 to Wright Road	14,600
4.9.9.	Hecht Road – Mt. Zion Church Road to Elkin Road	34,800
4.9.10.	Wehmeyer Road – Sugar Creek Road 1,610 feet	7,200
4.9.11.	Wehmeyer Road –1,610 feet (above) to Bridge	5,000
4.9.12.	Woodie Proctor – Smith Hatchery Road to Miller Lane	18,500

4.9.13. **Total Estimated Square Yards** 226,700

4.9.14. **Cost per Square Yard:** \$

4.9.15. **Total Cost – Gravel Road Double Coat Seal Coat** \$

4.9.16. **Additional Work – Cost Per Square Yard – Area # 1**
(Refer to map of Service Areas) \$

4.9.17. **Additional Work – Cost Per Square Yard – Area # 2**
(Refer to map of Service Areas) \$

4.9.18. **Additional Work – Cost Per Square Yard – Area # 3**
(Refer to map of Service Areas) \$

4.9.19. **Remobilization – As per Section 2.8.5.** \$

4.10. **Total Cost for all Locations** \$

4.11. Prompt Payment Discount: _____ %; Net _____ Days

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.12.1. Authorized Representative (Sign By Hand): _____ Date: _____

4.12.2. Type or Print Signed Name: _____



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

Standard Terms and Conditions

Alice Winkelman, Buyer
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 Quotation 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 quotation 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.

STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: _____
2. Business address: _____

3. When organized: _____
4. When incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number: _____
6. Number of years engaged in contracting business under present firm name:
7. If you have done business under different name, please give name and location:
8. Percent (%) of work done by own staff:
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:
10. Have you ever defaulted on a contract?:
11. List of contracts completed within last four years, including value of each:
12. List of projects currently in progress:
* Attach additional sheets as necessary *

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:

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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 25-20MAY04
CHIP AND SEAL APPLICATION
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 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.)