



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, Purchasing Director
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Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: 90-21DEC06

Commodity Title: **Public Works Bathroom Expansion/Remodel –
Boone County Courthouse**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, DECEMBER 21, 2006
Time: 1:15 P.M. CDT (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department

Address:
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 9:00 a.m. on Tuesday, December 12, 2006 at the Public Works South Maintenance Facility, 5551 S. Highway 63, Columbia MO 65201.

Bid Opening

Day / Date: THURSDAY, DECEMBER 21, 2006
Time: 1:30 P.M. CDT
Location / Address: Boone County Commission Chambers
801 E. Walnut, Columbia, MO 65201
Columbia, MO 65201

TABLE OF CONTENTS

DIVISION 1 – GENERAL PROJECT REQUIREMENTS	PAGE
1. Table of Contents	2
2. Notice to Bidders	3
3. Bid Response	4 - 5
4. Statement of Bidders Qualifications	6
5. Instructions to Bidders	7 - 8
6. Wage Rates (including Annual Wage Order No. 11, pages 1-14)	9
7. Insurance Requirements	10
8. Contract Conditions	11 - 13
9. Sales/Use Tax Exemption	14
10. General Requirements	15
11. Performance Bond	16 - 17
12. Labor & Material Payment Bond	18 - 19
13. Scope and Summary of Work	20
14. Invitation for Bids by General Contractors	21
15. Supplementary Instructions to Bidders	22 - 23
DIVISION 2 - SITE WORK AND DEMOLITION	(Not Used)
DIVISION 3 – CONCRETE	(Not Used)
DIVISION 4 – MASONRY	(Not Used)
DIVISION 5 – METALS	(Not Used)
DIVISION 6 - WOOD AND PLASTICS	(Not Used)
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	(Not Used)
DIVISION 8 - DOORS AND HARDWARE	(Catalog Cuts Enclosed)
DIVISION 9 - FINISHES	(Catalog Cuts Enclosed)
DIVISION 10 - SPECIALTIES	(Catalog Cuts Enclosed)
DIVISION 11 - EQUIPMENT	(Not Used)
DIVISION 12 - FURNISHINGS	(Not Used)
DIVISION 13 - SPECIAL CONSTRUCTION	(Not Used)
DIVISION 14 - CONVEYING SYSTEMS	(Not Used)
DIVISION 15 – MECHANICAL	(Not Used)
DIVISION 16 – ELECTRICAL	(Catalog Cuts Enclosed)

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for furnishing all labor, materials, and equipment necessary to complete the following work:

**BID NUMBER 90-21DEC06
PUBLIC WORKS BATHROOM EXPANSION/REMODEL –
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201**

Sealed bids will be accepted until 1:15PM on December 21, 2006 at the Boone County Purchasing Office, 601 E. Walnut, Room 209, Columbia MO 65201. Bids received after the above specified time for opening will be returned to the sender unopened.

Bids will be publicly opened at 1:30PM on December 21, 2006 in the Boone County Commission Chambers, 801 E. Walnut, Columbia MO 65201.

Copies of the bidding documents, including Drawings and Project Manual, may be obtained from DocuCopy LLC, 3334 Brown Station Road, Columbia, MO 65202; Telephone: 573-814-1700.

A Pre-Bid Conference has been scheduled for 9:00AM on Tuesday, December 12, 2006 at the Public Works South Maintenance Facility, 5551 S. Highway 63, Columbia MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are urged to attend.

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not, and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the 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. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI
SUBJECT: BID NUMBER 90-21DEC06
PUBLIC WORKS BATHROOM EXPANSION/REMODEL –
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201

LADIES AND GENTLEMEN:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

Base Bid in the Amount of _____ (\$_____).

SECTION I – ADDENDA

- 1. I hereby acknowledge receipt of the following Addenda:

Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

SECTION II – ALTERNATES (None)

SECTION III

I hereby agree to complete the work herein specified within seventy five (75) consecutive calendar days commencing on the date of the Contract Award and to allow a deduction of \$100.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the seventy five (75) consecutive calendar days. Time extensions shall be documented by Change Order.

SECTION IV

Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

SECTION V

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

Signature: Firm _____

By _____

Title _____

Address _____

Phone _____

Date _____

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 *

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data on the conditions under which the new overlay will be constructed, scope of Contract, quality of material and equipment required, standards used in determining its acceptability and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions:

Two copies of the Bidding Package (Bid Response, Bid Bond and Statement of Bidders Qualifications) shall be submitted. All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the proposal submitted. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood or freezing, to the materials and equipment with which the work of this contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of the Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria - cost, bidders qualifications, experience and time required for completion.

On award of the Contract, the successful 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.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract documents, they may submit a written request for an interpretation to the Architect, Scroggs Architecture P.C., Mr. Stuart Scroggs, 1008 Maplewood Dr., Columbia MO 65203, 572-442-5600, fax 573-442-5611, e-mail sss@scroggsarchitecture.com. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.

WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The most recent prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim, and is applicable to this Contract.

INSURANCE REQUIREMENTS

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.

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.

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. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 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.

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 \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

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.

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.

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" shall mean the County of Boone, Missouri, acting through its authorized County officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone Co. Public Works Department.

"Director" shall mean the Director of Boone Co. Public Works or his/her designated representative.

"Owner's Representative" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Architect is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Architect. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

Invoice must include bid number, service dates, description of project location, type of material used, total quantity used, unit price and total cost extension per roadway. Invoices submitted which include charges for other County Contracts or Projects will not be accepted. Not later than forty-five (45) days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain ten percent (10%) of the amount of each such estimate. Not later than forty-five days after final tests and acceptance, the County will make final payment of the retained ten percent. If, for any reason, the County should delay testing and acceptance, then final payment shall be due and payable 60 days after completion of all items of the contract unless such tests and acceptance are delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.

The Contractor shall, by affidavit, submit to the Architect a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on the part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: no money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be performed or any change in the specifications is deemed necessary, the County may issue to the Contractor written instructions directing that such extra and/or additional work be performed. Compensation to the Contractor will be calculated as an addition to or deduction from the total Contract price, based upon such written terms as may be established by the Public Works Director and/or his designated representative on the basis of the contracted prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this contract, or for liquidated damages. The County is by this contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against all suits for patent infringement on materials, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received there under by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

SUBCONTRACTING: Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that proved Subcontractors have achieved the same insurance liability coverage as the Contractor.

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

The contractor shall also be responsible for acquisition of all relevant and required permits from the Missouri Department of Natural Resources to perform any of the work required in the contract.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the contractor, when requested to do so, with a completed Missouri Project Exemption Certificate 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 RS MO 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.

GENERAL REQUIREMENTS

MATERIAL AND WORKMANSHIP: All materials provided by Contractor shall be new material of high quality, which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SPECIFICATIONS: The Contractor shall keep at the jobsite a copy of the specifications and shall at all times give the County and the Architect access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Architect, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Architect shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

PROTECTION OF WORK: The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions, which might prevent unusual hazard.

REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION: 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 caused by defective materials, workmanship or equipment which, in the judgment of the Architect, 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 Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Architect, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

INTERFERENCE: All work scheduled by the Contractor shall be planned with the consent of the Owner's Representative and shall not in any way interfere with any everyday use and function of the building. The Owner reserves the right to temporarily suspend work by the Contractor should Court Services require such temporary suspension, such as Trials, Juror Deliberation, noise or odors generated by the Contractor.

METHOD OF PAYMENT: The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

BID BOND: Bid Bond: If the total proposed bid price exceeds \$25,000, each bid response shall be accompanied by a proposal guaranty equaling five 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 ten days after receipt of notice of such acceptance, enter into a Contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and in case of default, forfeit such bid bond.

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 _____

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

**BID NUMBER 90-21DEC06
PUBLIC WORKS BATHROOM EXPANSION/REMODEL –
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201**

in accordance with drawings and specifications prepared by the County of Boone Public Works
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 pay all 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 there under, 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 there under, 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 funds 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 _____, 2006.

(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 90-21DEC06
PUBLIC WORKS BATHROOM EXPANSION/REMODEL –
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201**

in accordance with drawings and 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 if 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, or 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 contract 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 presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 2006.

CONTRACTOR : _____

(Seal)

BY: _____

SURETY COMPANY: _____

BY: _____

(Attorney-in-Fact)

(Seal)

BY: _____

(Missouri Representative)

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

SCOPE AND SUMMARY OF WORK

It is the intention of Boone County Commission, hereinafter referred to as the Owner, to publicly advertise, receive bids and let a construction contract for Public Works Bathroom Expansion/Remodel, Public Works South Maintenance Facility, 5551 S. Highway 63, Columbia MO 65201.

Construction contracts will cover all work shown, contemplated and specified on the Drawings and in the Project Manual in order to complete this project.

INVITATION FOR BIDS

The Boone County Commission will receive sealed bids for the construction of all work for Public Works Bathroom Expansion/Remodel, Public Works South Maintenance Facility, 5551 S. Highway 63, Columbia MO 65201 as described in the specifications. This project will be constructed under a single prime contract with the Owner and all bids will be received on a lump sum basis. Each proposal shall include all labor, material and services necessary to complete the project in strict accordance with the construction documents and project manual.

General prime contract consists of, but is not limited to, site work and all items as described on the Drawings and in the Project Manual.

Copies of the bidding documents, including Drawings and Project Manual, may be obtained from DocuCopy LLC, 3334 Brown Station Road, Columbia, MO 65202; Telephone: 573-814-1700.

Bid Guaranty or Bid Bond:

1. Bid Bond: If the total proposed bid price exceeds \$25,000, each bid response shall be accompanied by a proposal guaranty equaling five percent of the total amount of the bid. At the option of the bidder, the bid bond be a certified check, bank draft, U.S. Government Bonds (at par value), or a bid bond secured by a guaranty company or a surety company in the form attached. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to Boone County. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Contract and the furnishing of insurance certificates performance and payment bond or bonds by the successful bidder, all as required by the specifications. 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 ten days after receipt of notice of such acceptance, enter into a Contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and in case of default, forfeit such bid bond.
2. Revised bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid, guaranty adjusted accordingly; otherwise the revision of the bid will not be considered and the original bid shall remain in force.
3. In case bid guaranty is in the form of a certified check, bank draft, or U.S. Government Bonds, the Owner may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts, or the amount thereof, and U.S. Government Bonds of successful bidders, will be returned as soon as practicable after the opening of bids.

The successful bidder shall be required to furnish and pay for 100% Performance Bond and Labor and Payment bond if the total proposed bid price exceeds \$25,000.

The Owner reserves the right to reject any or all bids or to waive any informalities in the bidding process. The Owner is not obligated to accept the lowest or any other bid. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

The wage rates applicable to this project have been pre-determined as required by law and are set forth in the bid proposal. When federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-581: 76 Stat. 357) and implementing regulations.

The Owner hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The bidder will insure that Disadvantaged Business enterprises will have the opportunity to participate in the performance of this contract and/or any subcontracts.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- A. **BID FORMS:** Attention is directed to the fact that these specifications include a complete set of bidding and contract forms. These are for the convenience of bidders and are NOT TO BE DETACHED FROM THE SPECIFICATIONS, FILLED OUT, OR EXECUTED. One copy of the Bidding Package (Bid Response, Bid Bond and Statement of Bidders Qualification) are furnished. Contractor shall submit two copies of the Bidding Package for the bid. One copy shall be retained by the bidder for his records. Both submitted copies shall be signed.
- B. **PROPOSALS**
1. ALL BIDS must be submitted on forms furnished to the Bidder and shall be subject to all requirements of these bound specifications, including all drawings, and this Supplemental Instructions to Bidders, etc.
 2. THE CONTRACTS will be based upon the completion of the work according to these bound specifications and the drawings, together with all Addenda thereto, under the lowest proposal submitted by a responsible bidder, irrespective of the options permitted by the Contract which the bidder chooses to use. The Owner has determined, by it's inclusion of the options, that any of the requested options are equally acceptable. The bidders, therefore, are requested to submit only lowest proposal for the work to be performed.
- C. **PERFORMANCE AND PAYMENT BONDS, EXECUTION OF CONTRACT**
1. Performance Bond and Labor and Material Payment Bond: On award of the Contract, if the successful Contractor's total bid price exceeds \$25,000.00, the successful 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.
 2. SUBSEQUENT TO THE AWARD, and within ten (10) days after the prescribed forms are presented for signature, the successful bidder(s), shall execute and deliver to the Owner, a contract in the form included in the specifications in such number of counterparts as the Owner may require. Separate contract forms, in lieu of those found in the specifications, shall be used for this purpose.
 3. HAVING SATISFIED all conditions of award as set forth elsewhere in these documents, the successful bidder(s), General Contractor(s), [and at General Contractor's option, major subcontractor(s) with contract amounts of ten thousand dollars (\$10,000) or greater], shall within the period specified in 1.03-C.1. above, furnish a Performance Bond and a Labor and Material Payment Bond, each in a principal sum of at least one hundred percent (100%) of the amount of the contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to who the contractor(s) may become legally indebted for labor, materials, tools, equipment or services, of any nature, employed or used by him in performing the work. Such bonds shall be in the form of bonds included in the specifications and shall bear the same date as, or a date subsequent to, the date of the contract.
 4. ON EACH SUCH BOND, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
 5. THE FAILURE of any successful bidder(s) to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as allowed by the Owner, shall constitute a default and the Owner may either award the contract to the next responsible bidder

or re-advertise for bids and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds that amount of the bid guaranty.

D. DIRECTIONS FOR PREPARATION AND EXECUTION OF BID, PERFORMANCE AND PAYMENT BONDS

1. THE SURETY on the bond for any bid or for the performance of the Contract may be any corporation authorized and qualified to act as surety in the State where project is located, or two (2) responsible individual sureties. Each individual surety shall justify in sum not less than the penalty of the bond.
 2. THE NAME, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, each party shall sign the bond with his usual signature on the line opposite the seal.
 3. IF THE PRINCIPALS are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
 4. THE SIGNATURE of a witness shall appear in the appropriate place attesting the signature of each individual party to the bond.
 5. IF THE PRINCIPAL of surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
 6. THE OFFICIAL character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
 7. EACH INDIVIDUAL SURETY shall justify, under oath, according to the form appearing on the bond, before an officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate shall be furnished, as to his official character.
 8. THE CERTIFICATE OF SUFFICIENCY shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, or any other officer of the United States or the State where project is located acceptable to the Owner.
 9. THE DATE of the bond must not be prior to the date of the instrument for which it is given.
- E. AWARD OR REJECTION OF BID: The Owner reserves the right to reject any or all bids and to waive any irregularity therein.
- F. PREVAILING WAGES AND RATES: Prevailing Wage Rates **ARE** required for this project.
- G. REQUESTS FOR MATERIAL SUBSTITUTIONS on an approved equal basis shall be received by the Owner's Representative only during the Bidding Phase. Each request must be received in writing with catalog cuts and technical information, evaluated by the Owner's Representative, and approved or rejected on addenda. No request for material substitution will be reviewed thereafter.