

**ADVERTISEMENT FOR BIDS
BID NUMBER: 74-20DEC09**

Sealed bids will be received at the office of the Boone County Purchasing Department, Johnson Building, 601 East Walnut, Room 208, Columbia, MO, 65201, until **1:15 P.M. on Thursday, December 10, 2009**. Bids will be publicly opened and read aloud after 1:30 P.M. on Thursday, December 10, 2009, in the Boone County Commission Chambers, 801 East Walnut, Columbia, MO 65201.

For: Country Squire Sanitary Sewer Neighborhood Improvement District
Boone County Commission

This project consists of installing approximately 2,800 linear feet of 8-inch diameter PVC gravity sewer, 14 manholes, 70 linear feet of 12-inch diameter steel casing by boring, seeding, mulching, and ancillary work near Columbia, Missouri. All parts of the project include all appurtenances to make a complete and usable system.

Copies of the bidding documents (Advertisement for Bids, Instructions to Bidders, Bid Form, Agreement Form, Construction Performance Bond and Construction Payment Bond Forms, General Conditions, Supplementary Conditions, Detailed Specifications and Drawings desired for bidding purposes may be obtained at DocuCopy Planroom at the following location:

3334 Brown Station Road, Columbia, MO 65202-2242
P: 573-814-1700
F: 573-814-1725
BID NUMBER: 74-20DEC09

Bidding documents will be available online at <http://www.docucopyllc.com> and at the above location in hard-copy for a non-refundable fee of \$25.00.

A pre-bid conference will be held at **1:15 P.M. on Tuesday, December 1, 2009** at the Boone County Purchasing Department, Johnson Building, 601 East Walnut, Room 208, Columbia, Missouri. Representatives of the Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference.

All equipment, materials and workmanship must be in accordance with the drawings and specifications on file with the Consulting Engineer, Marshall Engineering and Surveying, Inc., 300 Saint James Street, Columbia, MO. 65201, (573) 875-8832.

No Bidder may withdraw his bid for a period of 90 days after the date of opening of bids or until February 17, 2010, whichever is later.

Attention of bidders is called to the 'Buy American' requirements of the American Recovery and Reinvestment Act (ARRA) of 2009. This law requires all iron, steel, and manufactured goods to be used in this project to be produced in the United States, whenever possible.

Attention of bidders is called to the requirements contained in the Instruction to Bidders regarding compliance with Executive Order 12549-Debarment and Suspension and Minority Business Enterprise Utilization.

This project is financed through the American Recovery and Reinvestment Act of 2009 and the Missouri State Revolving Fund, established by the sale of Missouri Water Pollution Control bonds and federal Capitalization Grants to Missouri.

Minimum wage rates for this contract shall be prevailing wage rates as determined by the Industrial Commission of Missouri and the federal Davis-Bacon Act. The wage rates are set forth in the contract documents, and are to be considered as a part of this Advertisement for Bid.



BOONE COUNTY, MISSOURI
Request for Bid #: 74-20DEC09 – Country Squire Sanitary Sewer Neighborhood Improvement District

ADDENDUM #1 - Issued November 16, 2009

This addendum is issued in accordance with the Construction Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. ADD to section "Information for Bidders", paragraph 19 on page 7, the following:

OSHA Program Requirements – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

II. ADD to the Insurance Requirements on page 11 the following:

The insurance requirements set out on page 11 should be supplanted with the following clauses:

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, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County. **All policies, other than Workers Compensation policies, must name Boone County and the Boone County Reginal Sewer District (BCRSD) as an additional insured.**

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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 and any subcontractor performing work covered by this contract, 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 for any subcontractor 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. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**. The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County and the BCRSD as named insured, which shall protect the County and the BCRSD 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 coverages. Should any work be subcontracted, these limits will also apply.

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.

Builder's Risk – The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount not less than the total amount of the contract.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County and the BRSD as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and the BRSD, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor 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 and the BRSD from its own negligence.

III. ADD to "Information for Bidders", as paragraph 22 to page 7, the following:

Utilities – The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

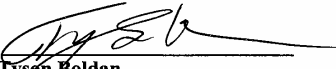
The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and the BRSD, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor

may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

IV. ADD to "Information for Bidders", as paragraph 23 to page 7, the following:

Conflict between Federal Prevailing Wage and Missouri Prevailing Wage -
Notwithstanding anything to the contrary herein, the Contractor must pay the greater of the prevailing wage determination for a particular category as determined under the applicable federal and state wage orders whenever the federal and state wage orders differ.

By:


Tyson Boldan
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 74-20DEC09 – Country Squire Sanitary Sewer Neighborhood Improvement District, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____