

ADDENDUM NO. 1  
FOR THE  
WASTEWATER IMPROVEMENTS  
SERVING  
BROWN STATION SUBDIVISION  
BOONE COUNTY REGIONAL SEWER DISTRICT  
BOONE COUNTY, MISSOURI

December 28, 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:

**Addendum Item 1:** The bid has been rescheduled. The sealed proposals, addressed to Boone County Purchasing Department, will be received until 1:15 p.m., local time on Thursday, January 7, 2010, at the office of the Boone County Purchasing Department, Johnson Building, 601 East Walnut, Room 208, Columbia, MO 65201, after which they will be publicly opened and read aloud.

**Addendum Item 2:** CHANGE the first paragraph of Invitation to Bid on page 1 from "Sealed proposals, addressed to Boone County Purchasing Department, will be received until 1:30 p.m...." to "Sealed bid responses, addressed to Boone County Purchasing Department, will be received until 1:15 p.m...."

Please note that any reference to receiving bids until 1:30 p.m. throughout this bid are incorrect. Bids are due no later than 1:15 p.m. No late bids will be accepted.

**Addendum Item 3:** DELETE under Taxes and Regulations, page A-2, paragraph A and paragraph B referring to "taxes". Boone County is a tax exempt entity. Bidder's bid responses should not include taxes.

**Addendum Item 4:** ADD the following OSHA requirements as paragraph 10 to page A-8:

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.

**Addendum Item 5:** Replace bid bond on page A-21 with this bid bond language. "Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of Amount of Bid. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner."

A bid bond shall include the following wording.

"IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located."

**Addendum Item 6:** DELETE paragraph 13.1.6 – Arbitration under General Conditions on page 11.

**Addendum Item 7:** ADD the following utilities clauses as paragraph 13.4.5 under General Conditions on page 15.

**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 its 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.

**Addendum Item 8:** ADD to the Insurance Requirements as paragraph 21.10 under General Conditions on page 30 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, Boone County Reginal Sewer District (BCRSD) and Integrity Engineering, Inc. as 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.

**Addendum Item 9:** ADD as paragraph 27.12, under General Conditions to page 35 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.

**Addendum Item 10:** CHANGE Advertisement for Bids, in paragraph General on page A-1, the reference to "at least (thirty) 30 days" to "at least (twenty-one) 21 days".

**Addendum Item 11:** CHANGE Advertisement for Bids, in paragraph General on page A-1, the second paragraph to read:

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.

**Addendum Item 12:** CHANGE Advertisement for bids, in paragraph Pre-Bid Conference on page A-1 the date, time and location of the pre-bid conference to:

December 21, 2009, 1:30 p.m. central time  
Boone County Johnson Building  
Conference Room 213  
601 E. Walnut Street  
Columbia, MO 65201

**Addendum Item 13:** REPLACE paragraph Receipt and Opening of Bids on page A-2 with the following:

Boone County - Missouri, hereafter referred to as "Owner" or "County", will receive Bids at the Boone County Johnson Building, Purchasing Department, Room 208, 601 E. Walnut Street, Columbia, MO 65201, addressed to Boone County Purchasing Department, until 1:15 p.m.

local time on Thursday, January 7, 2010, after which they will be publicly opened and read aloud.

**Addendum Item 14:** ADD under Advertisement for Bids, under Bid Submittal information, to the list of forms that are required to be returned, the *Work Authorization Certification with Memorandum of Understanding*.

**Addendum Item 15:** DELETE paragraph G of Method of Bidding, Bids, page A-4 which reads "Bidders may modify Bids by telegraphic or fax communication provided such communication should not reveal the amended bid price but should be received with 2 days from the date of opening or no consideration will be given the modification in evaluating the Bids".

**Addendum Item 16:** DELETE paragraph B under Award of Contract, page A-5 which reads "Tied bids will not be considered by the Owner".

**Addendum Item 17:** Replace the example of the Performance Bond (page B-5 – B-6) and the Payment Bond (page B-7 – B-8) with the attached revised bonds. These will be required to be returned with contracts from the awarded contractor.

**Addendum Item 18:** An erosion control layout is included in the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will be provided to the Contractor. The plan sheet in the SWPPP showing the erosion control is attached. The contractor is responsible for the SWPPP inspections and reports through the project. The contractor is to turn over the documents to the Sewer District once the project is completed and approved by the District.

**Addendum Item 19:** The District will coordinate with Boone County Electric to have the power pole adjacent to the proposed WWTP installed on the site.

**Addendum Item 20:** The Contractor shall contact Dig Rite prior to construction. The utilities in the project area shall be located prior to the gravity line construction.

**Addendum Item 21:** The Contractor's parking and storage area can be at the WWTP site. Soil disposal areas shall be the Contractor's responsibility.

**Addendum Item 22:** An additional house has been added to the project scope. A plan sheet indicating the property, the proposed septic tank, electric service and force main locations is attached.

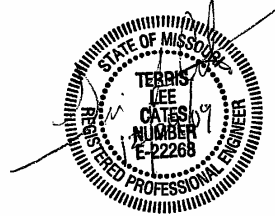
**Addendum Item 23:** The Bid Schedule has been revised, attached, and should be used when submitting the bid.

**Addendum Item 24:** The pre-bid conference agenda, attendance sheet, and summary are a part of this addendum.

**Addendum Item 25:** A list of the current plan holders is a part of this addendum.

**Addendum Item 26:** The Engineer's probable construction cost estimate for this project is \$115,000 to \$142,000.

Terris L. Cates, PE, PLS  
Principal



END OF ADDENDUM

Addendum No. 1, pages 1 - 7, a plan sheet of the proposed new house service, a revised bid schedule, SWPPP Sheet 9 showing the erosion control layout along with the site plan, the Performance and Payment Bond forms, the pre-bid conference agenda, the pre-bid conference attendance sheet, the pre-bid conference summary, and a list of current plan holders are included.

Please sign below and fax back this page of the addendum as acknowledgment of receiving the complete Addendum No. 1 for Brown Station.

OFFEROR has examined copy of Addendum #1 to Request for Bid # **77-29DEC09 – Wastewater Improvement – Brown Station Sewer NID Project**, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

**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 Oblige, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars,

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

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

BID NUMBER 77-29DEC09  
**Wastewater Improvement – Brown Station Sewer NID Project**  
**BOONE COUNTY, MISSOURI**

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

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

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

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

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



paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

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

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**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 Oblige, 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 77-29DEC09  
**Wastewater Improvement – Brown Station Sewer NID Project**  
**BOONE COUNTY, MISSOURI**

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

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

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

materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

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

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

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

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

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.