

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI**

**BID NUMBER: 22-17AUG04
SNOW AND ICE CONTROL SERVICES**

ADDENDUM #1 (Issued 08-05-04)

This addendum is issued in accordance with the Instructions to Bidders and is hereby incorporated into and made a part of the Contract Documents.

Bidders are reminded that receipt of this addendum should be acknowledged and this document should be submitted as the **Acknowledgment of Addendum**.

Specifications for the above noted project 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:

1. Remove the following from Section 2.4.1.

Please Note: All equipment supplied must meet the manufacturer's recommended requirements for plow and spreader attachments for each vehicle. Documentation from manufacturer or supplier shall be submitted at the time of bid. If equipment is not owned at time of bid, bidder must supply intended equipment to be used. Documentation shall then be provided no later than the date of the Pre-Season Contractors Meeting to be eligible for the pre-season compensation.

2. Add the following to Section 2.6.2.

and ensure that the vehicle and equipment do not exceed the vehicle's license rating.

3. Clarification - Definition of paragraph 2.11. *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.*

AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.

4. Replace the Response Form, pages 10-13 of bid with the attached *Revised Response Form*.

5. Replace Insurance Requirements in sections 2.11 through 2.11.6. of bid with the following insurance requirements:

2.11. BOONE COUNTY INSURANCE REQUIREMENTS - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

2.11.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work


under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.11.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project 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. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone - Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

2.11.3. 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 as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

2.11.4. COMMERCIAL Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.11.5. 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.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

BIDDER has examined copies of Addendum #1 to Request for Bid 22-17AUG04 - Snow and Ice Control Services, receipt of which is hereby acknowledged:

Company Name _____

Address _____

Phone Number _____

Authorized Representative Signature _____

Date _____

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. PRICING

4.7.1 Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.

REVISED BID FORM PER ADDENDUM #1

<u>OPTION 1</u>		
Medium Duty – Plow & V – Box Spreader 4 WD Pickup or Flatbed 7 1/2' blade (Sidekicks Included) Dual Wheeled Vehicles - 8 1/2' blade (Sidekicks Included) 2.0 C.Y. (struck capacity) V – Box Spreader		Per Hour
Please describe each vehicle bidding, including Year, Make and Model		
# 1	Licensed Capacity _____ lbs.	\$ _____
# 2	Licensed Capacity _____ lbs.	\$ _____
# 3	Licensed Capacity _____ lbs.	\$ _____
# 4	Licensed Capacity _____ lbs.	\$ _____

<u>OPTION 2</u>		
Medium / Heavy Duty – Plow & V – Box Spreader Single Axle Dump Truck or Flatbed Truck w/maximum turning radius of 36' 10' blade (Sidekicks Included) 4.0 C.Y. (struck capacity) Bulk Spreader		Per Hour
Please describe each vehicle bidding, including Year, Make and Model		
# 1	Licensed Capacity _____ lbs.	\$ _____
# 2	Licensed Capacity _____ lbs.	\$ _____
# 3	Licensed Capacity _____ lbs.	\$ _____
# 4	Licensed Capacity _____ lbs.	\$ _____

<u>OPTION 3</u>		
Light Duty – Plow & Tailgate Spreader 4 WD Pickup or Flatbed 7 1/2' blade (Sidekicks Included) Dual Wheeled Vehicles - 8 1/2' blade (Sidekicks Included) Min. 500 lb. Spreader Capacity with vehicle capable of hauling 1,500 lbs. of material		Per Hour
Please describe each vehicle bid, including Year, Make and Model.		
# 1	Licensed Capacity _____ lbs.	\$ _____
# 2	Licensed Capacity _____ lbs.	\$ _____
# 3	Licensed Capacity _____ lbs.	\$ _____
# 4	Licensed Capacity _____ lbs.	\$ _____

Brief Description of Work:

4.9.2. **Reference #2**

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

Brief Description of Work: _____

4.9.3. **Reference #3**

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

Brief Description of Work: _____

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

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.

Authorized Representative (Sign By Hand):

4.10.1. _____ Date: _____

4.10.2. _____
Print Authorized Representative Name and Title