ST. FRANCOIS COUNTY COURTHOUSE

NOTICE TO BIDDERS

Sealed bids will be received by the St. Francois County Commission until **10:00am on June 8th** and publicly opened and read aloud . The specifications and documents are available at the following location; **A Mandatory walk-thru will be held Wednesday The 19 of May at 10am at:**

St. Francois County Courthouse Attention: Brian Briley, 1 North Washington Street Farmington, MO 63640 www.sfcgov.org

Office: 573-756-3623 Cell: 573-631-8039 Email: bbriley@sfcgov.org

<u>Scope of Work:</u> The contractor will be responsible for providing the labor, materials, and equipment, tools, supplies, and safety training and certification, insurance (including workers' compensation and general liability) for the work describe, which is attached.

<u>Wage Rate:</u> The wage rate applicable to this project has been predetermined as required by law. All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of the work of a similar character in this locality as established by the Missouri Division of Labor Standards. The Commission has requested and received a wage from the Division of Labor Standards, located at Labor.mo.gov and incorporated herein by reference.

<u>Anti-Discrimination</u>: The Commission hereby notifies all bidders that it is affirmatively insures that any business enterprises will be afforded all opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Bid Submissions: Each bid must be submitted in a sealed envelope, addressed to:

St. Francois County ClerkAttention: St. Francois County Clerk1W. Liberty, Suite 300, Farmington MO 63640

or it may be hand delivered to said Count Clerks office. Each envelope containing a bid must be plainly marked on the outside "Bid for Courthouse Windows" and the envelope should bear on the outside the bidder's name and address. A bid form is attached to the notice as exhibit C.

Proposal must be on forms provided and all unit price bids. Extensions and totals thereon shall be completed fully. Bidders should submit the Proposal and Bid sheet. All other documents do not need to be submitted and may remain with the bidders.

The St. Francois County Commission may waive any in formalities or minor defects or reject any and all bids and waive any and all technicalities. Preference will be granted to qualified local bidders.

The time specified for the returning of bids is a firm deadline and all bids must be received at the designated office by that time. All bids arrived at the designated office after the deadline specified will be rejected.

On all documents, the bidder must use the firm's name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of the State.

Each bid must be accompanied by a certified check or bid bond payable to <u>County of St.</u> <u>Francois, Missouri</u> for five percent (5%) of the total amount of bid. Certified checks will be returned to the unsuccessful bidders after the contract has been awarded. The check of the successful bidder will be retained until the Contract has been full executed, after which it will be returned.

Execution of Agreement

The party to whom the Contract is awarded will be required to execute the Agreement within fifteen (15) calendar days from the date when notice of Award is delivered to the bidder. In case of failure of the bidder to execute the Agreement, the owner may consider the bidder default, in which case the check bid bond accompanying the proposal shall become the property of the owner. Upon default by the first low bidder, the award may then made to the next lowest responsible bidder, or the work may be re-advertised as determined by the County.

The County, upon receipt of an acceptable Certificate of Insurance and Agreement signed by the Contractor, shall within a reasonable period of the time sign the Agreement and return to the contractor an executed duplicate of the Agreement. The County upon signing the Agreement and within a reasonable period of time shall issue the Notice to Proceed.

Insurance

The successful bidder must provide properly executed certificates of insurance prior to signing the contract with the Commission, for the following types of coverage:

Workers Compensation: Equal to or in excess of limits of Worker's Compensation Laws in the State of Missouri.

Liability insurance: The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor, and naming the County as an additional insured with a company licensed to do business in the State of Missouri and

satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required are for public liability of the Contractor in Protecting the County from damage of injury claims. The County shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the County Maintenance Supervisor determines that unusual or special risks revealed by the work so required and in such amounts as the Count Maintenance Supervisor may determine to be adequate, and without hereby limits the liability of the Contractor in protecting the County from damage or claim. The County shall be named as an additional insured under General Liability.

The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the price for the various items of work and no additional payment will be made therefore.

The Contractor shall indemnity and save harmless the County from all suits or action of every name and description brought against the County for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence or assigns in safeguarding it, or by, or on account of any act or omission of the Contractor, his employees, agents, or assigns.

The minimum acceptable coverage in US. dollars is tabulated below:

Coverage Item Public Liability		Property Damage	
Each person Each	Occurrence	\$750,000	\$2,500,000
Each Accident Each Occurrence		\$2,500,000	\$2,500,000
Aggregate Each Occurrence		\$2,500,000	\$2,500,000

Certificates of Insurance sent to the County as evidence of insurance shall contain the following statements; and in their absence, the certificates will not be satisfactory to the County.

a) The insurance evidenced by this certificate shall not be canceled or allowed to expire or terminate until at least 30 days prior written notice has been given to the County.

b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury or destruction of wire, conduit pipes, mains, sewers or similar property, whether or not injury is caused by or occurs during the us we of mechanical equipment.