



**Warren County – Courthouse Concrete Replacement Project  
Project No. 23-02**

**Contract Addendum No. 1  
October 24, 2023**

**General:**

1. Pre-bid meeting attendance is no longer mandatory. Project field conditions must be reviewed in a scheduled visit prior to submission bid opening for the bid to be considered. Scheduling of site visits is subject to availability by the project team.
2. Reference Revised “Request for Proposal” dated October 24, 2023, that provides modifies pre-bid meeting requirements. Pre-bid meeting is no longer mandatory, a site visit may be scheduled to review field conditions to allow the bid to be considered. Scheduling subject to availability by the project team.

**Attachments:**

1. Request for Proposal Concrete Replacement at Warren County Justice Center Rev 1 Dated 10/24/23 – See Attached



## **Request for Proposal**

### **Concrete Replacement at the Warren County Justice Center**

**REV 1**

Bid Closing Date

November 2, 2023

10:00 AM CDT

Submitted By

Warren County Commission  
101 Mockingbird Lane, Suite 302  
Warrenton, MO 63383

# Public Notice

The Warren County Commission is accepting sealed proposals for demolition and replacement of concrete parking area Warren County Justice Center located at 104 W Booneslick Rd, Warrenton, MO 63383, and sidewalk section at 101 Mockingbird Lane, Warrenton MO 63383.

Proposals are due by 10:00 AM Central Daylight Time (CDT) on Thursday, November 2, 2023, after which time proposals will no longer be accepted.

Proposals will be opened at 101 Mockingbird Lane, Suite 302, Warrenton MO 63383 on Thursday, November 2, 2023 at 10:00 AM (CDT).

A pre-bid meeting will be held on October 26, 2023 at 2:00 PM at 104 W Booneslick Rd, Warrenton, MO 63383. **Project field conditions are required to be reviewed in person prior to submission of your bid. If the pre-bid meeting cannot be attended, a separate site visit can be scheduled. Subject to project team availability.**

Copies of the Request for Proposal (RFP) may be obtained at the office of the Warren County Clerk. 101 Mockingbird Lane Suite 302, Warrenton, MO 63383. Monday-Friday 8:00 AM CDT to 4:30 PM CDT. The RFP is also available at the Warren County website site ([www.warrencountymo.org](http://www.warrencountymo.org)) in Adobe Acrobat (PDF) format.

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## Attachments

- Exhibit A – Warren County Courthouse Concrete Construction Plans
- Exhibit B – Warren County Courthouse Concrete Specifications
- Exhibit C – MODIFIED AIA 101 – Draft Contract Agreement
- Exhibit D – MODIFIED AIA 201 – Draft General Conditions
- Exhibit E – Modification/Explanation of Change Order Fee
- Exhibit F – Byrd Anti-Lobbying Amendment Certification

## **General**

### **A. Background**

Warren County is soliciting competitive sealed proposals for replacement of concrete parking area at the Courthouse and sidewalk at the Administration Building. The intent is to demo existing concrete areas shown and replace to match existing conditions.

### **B. Project Description**

For the purpose of this project, the Proposer should assume that all existing subgrade is adequate. The Proposer shall be responsible demolition of existing concrete area and installation of new concrete at locations to match existing conditions. The project is sales tax exempt.

### **C. Work Schedule**

Anticipated time-frame to have the work complete is within 60 days of awarding the contract. The Warren County facilities will remain in operation throughout the duration of the project. The county understands that an alternate means of access to the jail will be needed during construction. Installation can be completed on normal working hours, 7am to 4pm on Monday – Friday. Concrete placements shall be coordinated with County and Owner' Representative.

## **Scope of Work**

### **D. Scope of Work**

- a. Demo and replace existing concrete parking and sidewalk areas identified in contract documents.
- b. Scope shall include all work outlined by the project documents (plans, specifications, and calculation) issued as part of Bid Package on the following dates:
  - i. Plans & Specifications: October 17, 2023
- c. Contractor must submit shop drawings and/or product data for all products for County approval prior to purchase/release of order.
- d. Contractor will be responsible for all clean up and trash disposal for own work.
- e. Provide all supervision, labor, tools, equipment and materials to complete the work.
- f. Perform all freight, unloading, loading, distribution and hoisting of materials.
- g. Contractor will be responsible to protect adjacent surfaces from concrete splatter during placement.
- h. The draft AIA 101 and AIA 201 have been modified from their original versions. Contractor shall read and agree to these documents as part of the bid process.

- i. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the Master Project Schedule below. Contractor shall reference the Owner-Contractor Agreement included in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
- j. Contractor accepts all risks associated with adverse weather. No time extensions will be granted related to claims of adverse weather. No claims for extra costs will be granted related to adverse weather and/or taking action to deal with adverse weather and/or the effects of adverse weather. All provisions in the Agreement otherwise respecting weather are superseded by this provision, and are of no force and effect.
- k. Perform all work in accordance with OSHA standards (including OSHA 10-hour requirement).
- l. Coordinate all work with the Owner's representative.
- m. This Contractor shall provide all survey/layout required to complete the work.
- n. Provide street cleaning to remove dirt, mud, and debris generated by the project site as needed to maintain a clean surface at existing drives, parking lots and public roads.
- o. Protect adjacent properties and utilities as required during the execution of this work.
- p. This Contractor to cleanup all rubbish and debris from site and building on a daily basis. This includes off-site disposal of all rubbish and debris along with excess spoils, unsuitable materials, excess materials such as concrete, sand and dirt. Trucks or dumpsters to haul off material by this Contractor.
- q. This Contractor shall furnish all dumpsters for the entire project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris.
- r. Contractor will provide temporary construction toilets for the project for all Contractors, visitors, etc. No access to the building will be provided.
- s. Contractor will provide ice, cups and distribute drinking water as needed for workers performing this scope of work.
- t. This Contractor and all subcontractors will be responsible to review all specifications and drawings.
- u. No lignite to be allowed in any flatwork concrete.
- v. Contractor to furnish first aid and safety supplies as needed for this scope of work.
- w. Contractor is solely responsible for site/project safety for this scope of work.
- x. Contractor to provide and maintain weather protection for material and work as required by the project schedule. Contractor to also provide any cold or hot weather measures for weather sensitive materials like concrete.
- y. Include water pumping and dewatering necessary to proceed with work being performed under this bid package.
- z. Contractor is responsible for any coordination of staging or relocation for materials for this scope of work after initial unloading.
- aa. Contractor to coordinate all deliveries of materials with Owner Representative's personnel.
- bb. Subgrade compaction, soil testing, concrete testing shall responsibility of the Contractor.
- cc. Full-time onsite superintendent/Foreman is required when any Work is taking place. .
- dd. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required. These reports

must be emailed to the CM daily, within 24 hours of work performance, utilizing an Apple iPad app called Construction Superintendent.

- ee. Proof roll subgrade and verify compaction prior to placing concrete.
- ff. No change orders will be awarded for additional forming or additional concrete in over excavated or over demoed areas.
- gg. Include all caulking and sealants for all systems and materials furnished and installed on the bid documents.
- hh. Contractor will submit to the Owner's Representative a detailed Schedule of Values for review and approval prior to the submission of the first pay application.
- ii. Take note of nearest water source and the schedule for water line installation; if no water is available on site, provide alternate means for tire wash down of trucks prior to leaving the site.

## **Submittal Requirements / Proposal Format**

- E.** All interested contractors shall submit four (4) hard copies of their proposal. The proposal should include the following information:

- 1. Project Cost (Bid Amount)
- 2. Performance and Payment Bond (If Applicable)

- F.** All proposals must include proposed costs to complete the tasks described in the project scope. Costs should be stated as Labor or Materials in accordance with the format below:

- |   |                |
|---|----------------|
| 1. Project Management/Labor                   | \$_____        |
| 2. Materials                                  | \$_____        |
| 3. Labor                                      | \$_____        |
| 4. Performance & Payment Bond (If Applicable) | \$_____        |
| 5. <b>Total Project</b>                       | <b>\$_____</b> |

- G.** All Proposers shall complete the Bid Certification Form. **See Appendix A.**

- H.** Proposal shall include at least three (3) recent references from clients with similar type projects. **See Appendix C.**

## Proposed Schedule

Date/Time Frame	Task
October 17, 2023	Release of RFP
October 26, 2023 @ 2:00 PM	Site Visits/Pre-Bid Meeting <del>(Mandatory)</del>
October 31, 2023	Deadline for clarifications or exceptions
<b>November 2, 2023</b>	<b>Bid Deadline 10:00 AM CDT</b>
November 2, 2023	Bid Opening 10:00 AM CDT
November 8, 2023	Bid award
November 13, 2023	Project Start
January 12, 2024	Project completion and acceptance

## Miscellaneous

### I. Terms and Conditions

- a. All responders to this RFP must agree to the terms and conditions as outlined in this RFP. Any exceptions must be included in the submitted response.

### J. Responder's Understanding of RFP

- a. By submitting a response to this RFP, the responder affirms they have read and understand the RFP and agrees to its terms and conditions. They County reserves the right, at its sole discretion, to determine whether the responder has demonstrated such understanding, and to disqualify any responder who demonstrates less than such understanding. That right extends to cancellation of the award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the County.

### K. Pre-Bid Meeting

- a. Pre-Bid Meeting will be held on October 26, 2023 at 2:00 PM at 104 W Booneslick Rd, Warrenton, MO 63383.
- b. Attendance to pre-bid meeting **or an individually scheduled site visit** is mandatory for bid to be considered. Scheduling subject to project team availability.

### L. Communications

- a. Responders with questions about the meaning of any part of this RFP, and or any errors or omissions in this RFP shall submit their questions, error identifications or concerns via E-mail by October 31, 2023. See Schedule Section above.

Denise Stotler, County Clerk  
Warren County Administration Building  
101 Mockingbird Lane, Suite 302  
Warrenton, MO 63383

- b. If the responder does not ask questions or request clarifications, the County will assume the responder agrees with, and understands the County's requirements.



- c. The County reserves the right to contact responders for clarification after proposals are opened.

**M. Right to Change RFP**

- a. Warren County reserves the right, at any time, to amend, supplement, withdraw, or otherwise change this RFP.

**N. Right of Selection and Rejection**

- a. The County reserves the right to accept any complete response, or portion thereof, or to reject all responses. The County reserves the right to waive any minor informalities or irregularities contained in any proposal. Selection of a responder solution shall not be construed as an award of contract, but as commencement of the contract negotiation, including but not limited to the contract price proposed. The County makes no commitment and is not obligated to any respondent.

**O. Withdrawal of Proposal**

- a. Any responder may withdraw its proposal, by written request only, at any time prior to the proposal due date/time. No proposal may be withdrawn for a period of (60) days after the proposal due date/tune,

**P. Public Records and Ownership**

- a. All information and other materials submitted in response to this RFP shall become the property of the County and subject to public disclosure under the Missouri Sunshine Law.

**Q. Insurance**

- a. The selected responder will be required to purchase and maintain insurance during the term of the contract, insurance as described in **Appendix B Insurance Requirements** and agrees to the indemnification agreement therein.
- b. The selected responder shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the contractor.

**R. Verification of Insurance**

- a. The selected responder shall furnish the County with certificates of insurance, to include policy endorsements and exclusions, affecting required coverage. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the County as an additional insured.
- b. The certificates and endorsements/exclusions are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, and endorsements/exclusions, at any time.

**S. Subcontractor**

- a. The selected responder shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**T. RFP Compensation**

- a. The County will not be responsible for any costs incurred by a responder, or parties they represent, in preparing, delivering, or presenting responses for this RFP.

**U. Compliance**

- a. The responder awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**V. Non-Endorsement**

- a. The selected responder agrees that if selected to supply products and/or services to the County, the responder will not make reference to the County in any literature, promotional material, advertising media, brochures, sales presentation or the like without the express, prior written consent of the County.

**W. Site Preparation/Delivery and Clean Up**

- a. The responder shall note in their proposal any special site preparation requirements i.e. environmental considerations, and or storage requirements of equipment and supplies.
- b. Responder is responsible for removal of all packaging material and debris at the end of each workday as well as at the end of the project.

**X. Performance and Payment Bond**

- a. Performance Bond: If the Contractor's bid is in excess of \$50,000.00, the Contractor shall also furnish within ten (10) days of notification of contract award a satisfactory Performance Bond in the full amount of the Contract Sum. The Performance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for the guaranty period established in this City-Contractor agreement.
- b. Payment Bond: If the Contractor's bid is in excess of \$50,000.00, the Contractor shall furnish within (10) days of notification of contract award a satisfactory Payment Bond in the full amount of the Contract Sum. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri.
- c. The premiums on all bonds shall be paid by the Contractor.

**Y. Wage Requirements**

- a. If this bid is over \$75,000, not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body \$100 per day (or portion of a day) for each worker that is paid less than the prevailing

rate for any work done under the contract by the contractor or by any subcontractor. If bid is not over \$75,000, then the prevailing wages do not apply.  
[https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO30/30\\_WO113.pdf](https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO30/30_WO113.pdf)

**Z. Payment**

- a. Warren County agrees to pay 40% of the total bid quote down at the execution of the contract, 40% after installation has reached seventy five percent complete, and the remaining 20% balance to be paid upon completion and acceptance of the fully functional system as outlined in this RFP AND submission of the Ameren application for incentives has been completed for Warren County reimbursement.

**AA. RFP Submission Requirements**

- a. Bid Packet/Proposals shall be mailed in sealed envelopes to the following address:  
Warren County  
Concrete Replacement Bid  
Attn: Denise Stotler  
101 Mockingbird Lane, Suite 302  
Warrenton, MO 63383
- b. Faxed or emailed bids are not acceptable.
- c. Bid deadline is November 2, 2023 at 10:00 am.
- d. The County is NOT responsible for submissions that are not properly labeled/identified.

## Appendix A - Bid Certification

By submitting this proposal, the potential contractor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and are included in the proposed cost.
3. The labor costs, direct and indirect, have been determined and are included in the proposed cost.
4. The potential contractor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services.

Vendor: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

EMAIL Address \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix B - Insurance Requirements

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Contractor or any of its Support.

All insurance shall be issued by companies admitted to do business in the State of Missouri and have a rating of A-, or better in the most recently published edition of Best's Reports unless otherwise approved by the County.

The Service Provider/Contractor shall provide proof of insurance for:

1. Commercial General Liability Insurance coverage limits not less than:

\$ 1,000,000 per occurrence per project

\$ 2,000,00 general aggregate

\$ 1,000,00 product & completed operations aggregate

\$ 1,000,00 personal and advertising injury, each offense

Certificate Holder-Warren County

The certificate must name Warren County and Navigate Building Solutions as an additional insured

2. Workmen's Compensation Insurance as required by the State of Missouri

The Service Provider/Contractor shall furnish Warren County a Certificate of Insurance to include the Policy Endorsements/Exclusions as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Warren County for personal injury, including death, and property damage. Contractor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Warren County.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

## Appendix C - References

### Reference 1

Project Name:		
Project Type:		Reference Contact Name:
Completion Date:		Contact E-mail:
Did the project include Ameren rebates?	Yes    No	Contact Phone Number:

### Reference 2

Project Name:		
Project Type:		Reference Contact Name:
Completion Date:		Contact E-mail:
Did the project include Ameren rebates?	Yes    No	Contact Phone Number:

### Reference 3

Project Name:		
Project Type:		Reference Contact Name:
Completion Date:		Contact E-mail:
Did the project include Ameren rebates?	Yes    No	Contact Phone Number: