

RESOLUTION 2025 - 11
AUTHORIZING THE USE OF THE DESIGN-BUILD METHOD AND
ISSUANCE OF THE REQUEST FOR PROPOSAL FOR OFFICE RENOVATIONS

WHEREAS, the Boone County Regional Sewer District (the “District”), is a public sewer district organized and existing under the constitution and laws of the State of Missouri, including specifically Chapter 204 of the Revised Statutes of Missouri;

WHEREAS, the Board of Trustees of the District (the “Board”) has determined that it is in the best interest of the District, its customers, and the public to accomplish certain necessary renovations to District offices using a design-build contract;

WHEREAS, the District adopted its Boone County Regional Sewer District Procurement Policy effective beginning in September 2024 (the “Procurement Policy”);

WHEREAS, the District adopted its Boone County Regional Sewer District Policy for Contracting for Architectural, Engineering, and Land Surveying Services effective beginning in November 2008 (the “Architect, Engineer and Surveying Policy”);

WHEREAS, Section 67.5060 of the Revised Statutes of Missouri authorizes the District to utilize a design-build contract and provides specific procedures that must be used by political subdivisions entering into design-build contracts;

WHEREAS, neither the Procurement Policy nor the Architect, Engineer and Surveying Policy expressly contemplate the use of a design-build contract or the procedures required by Section 67.5060; and

WHEREAS, the District desires to comply with the requirements of Section 67.5060 of the Revised Statutes of Missouri to procure a design-build contract for renovations of District offices.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BOONE COUNTY REGIONAL SEWER DISTRICT, AS FOLLOWS:

1. The District is authorized to issue a request for proposal in substantially the same form as the Request for Proposal for Design-Build Services for Boone County Regional Sewer District Headquarters Renovation, Proposal #04-2025 attached hereto as Exhibit A (the “Request for Proposal”).
2. The District authorizes the procurement of a design-build contract for the renovation of certain of the District’s offices using the procedures more fully described in the Request for Proposal.
3. The District hereby publicly discloses its intent to utilize the design-build method and the design criteria for the project described more fully in the Request for Proposal.
4. This Resolution shall take effect immediately upon its adoption.

PASSED by the Board of Trustees of the Boone County Regional Sewer District, the
____ day of _____, 2025.

Chairman of the Board of Trustees

(SEAL)

ATTEST:

Secretary of the Board of Trustees

EXHIBT A

REQUEST FOR PROPOSAL
(SEE ATTACHED)



**Request for Proposal (RFP) for Design-Build Services for
Boone County Regional Sewer District (BCRSD)**

Headquarters Renovation

Proposal #04-2025

**Submittal Deadline:
not later than 2:00 P.M. CST
August 29, 2025**

Direct Responses To:

**Jesse Stephens
Interim Executive Director**

**jstephens@bcrsd.com
P: (573) 443-2774
bcrsd.com**

Issued Date: July 23rd, 2025

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NOTICE OF REQUEST FOR PROPOSAL

Boone County Regional Sewer District (BCRSD) is accepting design-build proposals in response to this Request for Proposals (RFP) for the following:

RFP for Headquarters Renovation – Boone County Regional Sewer District

An on-site pre-proposal meeting will occur at **2:00 p.m. central standard time (CST) on Wednesday, August 6th, 2025** at the BCRSD office located at 1314 N. Seventh Street, Columbia, MO 65201.

Interested offerors will be required to attend in order to inspect our facility and examine the existing conditions. **Attendance is mandatory**, however a virtual attendance link will be provided to those who cannot appear in person. Please e-mail jstephens@bcrsd.com to receive a link for virtual attendance.

Offerors shall e-mail jstephens@bcrsd.com by **5:00 p.m. on Friday, August 15th, 2025** indicating their intent to submit a proposal and list any questions they have about the proposal. Failure to indicate intention to submit a proposal response may result in the offeror not receiving addenda or other critical updates for the proposal submission.

Answers to questions received will be e-mailed to all interested offerors by **Friday, August 22nd, 2025** and will also be available upon request. Answers to questions received after 5:00 p.m. on Friday, August 15th, 2025, will not be provided.

Sealed proposals for Phase 1 (Qualifications Statements) will be accepted until **2:00 p.m. CST on Friday, August 29, 2025**, at the office of the BCRSD located at 1314 North Seventh Street, Columbia, MO 65201. Proposals received after 2:00 p.m. CST on Friday, August 29th, 2025, will not be opened.

The Phase 1 Qualifications Statements received will be evaluated and short-listed to two or three offerors who will proceed to the next phase. The short-listed offerors will be notified and proceed to Phase 2 and Phase 3 of the project where they will develop a preliminary design and schedule in Phase 2, and final pricing in Phase 3. After consultation with the selected Offerors, BCRSD will develop a final timeline for submission of Phase 2 and Phase 3, but offerors will be provided no less than thirty days to prepare final submissions.

Request for Proposals are available from the BCRSD and requests for copies may be made by phone (573) 443-2774 or e-mail: jstephens@bcrsd.com

1) Background and RFP Overview

- 1.1 **About BCRSD:** The Boone County Regional Sewer District (BCRSD) is a public sewer utility, established as a common sewer district pursuant to Sections 204.250-204.470 of the Revised Statutes of Missouri. Our mission is to provide current and future customers with cost effective, reliable sanitary sewer service by collecting and treating wastewater, and to protect public health and the environment in accordance with local, state and federal permit requirements.
- 1.2 **Objectives and Goals:** With this Request for Proposal (RFP), BCRSD is requesting information about your company and the Design-Build construction services you provide as outlined in the scope requirements for this request. This request is publicly advertised and will be used to evaluate provider options for BCRSD.
This document does not commit BCRSD to contract for any service, supply, or subscription whatsoever. Except as expressly set forth herein, BCRSD will not reimburse for any information or administrative costs incurred because of participation in response to the RFP. All costs associated with response will solely reside at the responding party's expense.
- 1.3 **General Scope of Services:** BCRSD is seeking to add three new offices and a mezzanine in a portion of the existing warehouse. We are also seeking to renovate the rest of the existing space in phases so that operations will remain ongoing throughout construction. Generally, the new offices and mezzanine should be considered as phase 1, and work required to renovate the front entry should be considered as phase 2, but if the offeror has alternate phasing recommendations, they will be considered.
- 1.4 **Key Dates:**

Event	Date
RFP Release Date	Wednesday, July 23 rd , 2025
BCRSD Site Visit	Wednesday, August 6 th , 2025 – 2:00 p.m. Central Time
Intent to Respond & Questions Due	Friday, August 15 th , 2025 – 5:00 p.m. Central Time
Answers to Questions Posted	Friday, August 22 nd , 2025
Phase 1 – Qualifications Statements Due	Friday, August 29 th , 2025 – 2:00 p.m. Central Time

2) INSTRUCTIONS AND GENERAL CONDITIONS

2.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the BCRSD office until the proposal closing date and time indicated herein for furnishing the BCRSD with services as detailed in the following request for proposal.

2.2 **Proposal Closing:** All phase 1 Qualifications statements must be **delivered by 2:00 p.m. on Friday, August 29th, 2025** to:

BCRSD
1314 North Seventh Street
Columbia, Missouri 65201

2.2.1 **The BCRSD will not accept any qualification statements received after 2:00 p.m. on Friday, August 29th, 2025.** Late submissions may be returned unopened if the offeror requests within ten (10) business days after bid opening. All returns will be made at the offeror's expense.

2.3 **Sealed Proposals Required:** Phase 1 Qualifications Statements must be submitted in a sealed envelope identified with the proposal number. List the proposal number on the outside of the box or envelope and note "Response to BCRSD HQ Renovations enclosed." No fax or electronically transmitted proposals will be accepted.

2.3.1 Copies: The offeror is advised to submit one (1) original Phase 1 Qualification Statement.

2.4 **Proposal Opening:** Phase 1 of the proposal (Statement of Qualifications) will be opened publicly shortly after **2:00 p.m. Friday, August 29th, 2025**, but only the names of offerors will be read aloud at the proposal opening. Phase 2 and Phase 3 proposals will be opened at the time and place to be communicated to the offerors short listed to provide Phase 2 and Phase 3 proposals. Phase 2 scores shall be made public at the time Phase 3 cost proposals are opened and read aloud.

2.5 **Confidentiality and the Missouri Sunshine Law:** All proposals submitted in response to this RFP will be opened during a closed committee meeting. After a contract for the services described in this RFP have been executed or all proposals have been rejected, all proposals will be available for public inspection pursuant to Chapter 610 of the Revised Statutes of Missouri (the "Missouri Sunshine Law"). Phase 2 scores will be made public at the time Phase 3 cost proposals are opened and read aloud. Once available for public inspection, all proposals received will be considered public records for purposes of the Missouri Sunshine Law. Trade secrets or confidential information within a proposal that are protected by law shall remain protected and will not be disclosed for public inspection, in accordance with applicable laws and regulations, but only to the extent such trade secrets or confidential information are (i) clearly identified and specified as such in the proposal and (ii) legally subject to closure pursuant to the Missouri Sunshine Law as determined in the sole discretion of BCRSD.

- 2.6 **RFP Offeror's List:** If the offeror has obtained this proposal document from a source other than the BCRSD, prior to submitting the proposal the offeror is advised to check with the BCRSD to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. Please reply to the contact listed in section 2.7 below by **August 15th, 2025** to indicate your intent to submit a proposal on the RFP.
- 2.7 **Guideline for Written Questions:** All questions regarding this Request for Proposal must be submitted in writing no later than **5:00 p.m., Friday, August 15th, 2025**. All questions must be e-mailed to the attention of Jesse Stephens at the email address indicated below. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet. Submit questions to:
- Jesse Stephens**
E-mail: jstephens@bcrsd.com
- Answers may not be provided to questions received after 5:00 p.m. on Friday, August 15th, 2025.**
- 2.8 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, a written addenda will be issued. Any addendum to this RFP is valid only if ***in writing*** and issued by the BCRSD. Verbal conversations or agreements with any officer, agent, or employee of the BCRSD will not modify any terms or obligations of this RFP.
- 2.9 **Notice of Intent to Respond:** Please indicate your intention to respond to this RFP by email to the contact listed in section 2.7 above by **Friday August 15th, 2025**. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. An opportunity will be made available for interested offerors to visit the site on **Wednesday August 6th, 2025 at 2:00 p.m. CST**. Attendance at the site visit is **MANDATORY** but a virtual attendance link will be provided to those offerors who cannot attend in person. Failure to indicate intention to submit a proposal response may result in the offeror not receiving addenda or other critical updates for the proposal submission.

3) PROPOSAL SUBMISSION INFORMATION

3.1. SUBMISSION OF PROPOSALS:

3.1.1 When submitting a proposal, the offeror should include the **original**.

- a. The offeror must submit the proposal to:

**BCRSD
1314 North Seventh Street
Columbia, MO 65201**

- b. The Phase 1 Qualifications Statements must be delivered no later than **2:00 P.M. CST on Friday, August 29th, 2025**. Proposals will not be accepted after this date and time.

3.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, BCRSD's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the BCRSD must govern.

3.1.3 **Note:** the terms "offeror," "respondent" and "vendor" are used interchangeably herein and each mean the firm, entity or individual submitting a proposal in response to this RFP.

3.2 ORGANIZATION OF PROPOSAL:

3.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responsive proposals will fully describe how the service will be performed.

3.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit all information related to each of the evaluation categories, and BCRSD is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified, or such deviation may be reflected by the deduction of points awarded in the relevant evaluation category.

3.2.3 The offeror should also include the following information in their Phase 1 qualifications statement:

- a. Cover Letter
- b. Brief Overview of the firm and experience with the design-build process.
- c. Detailed description of how you deliver your services and your anticipated procedures for this project.
- d. Completed forms of Appendix A, Appendix B, Appendix C, and Appendix D.
- e. A version of any master services agreement or other contract typically used by your firm. (Note that all terms and conditions are subject to review and approval of BCRSD and may be negotiated with the selected offeror)

3.3 OFFEROR'S CONTACTS WITH BCRSD:

3.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, evaluation of the RFP, or any other matters related to the RFP to **Jesse Stephens, Interim Executive Director**. Offerors and their agents may not contact any other BCRSD employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements, and may cause the offer to be disqualified from this RFP. Offerors and their agents who have questions regarding this RFP should contact Jesse Stephens as indicated in section 2.7 of this RFP.

3.4 VALIDITY OF PROPOSAL RESPONSE: Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the submission of proposals.

3.5 EVALUATION OF PROPOSALS

3.5.1 **Evaluation and Award Process:** Only responsive proposals from responsible offerors will be subject to full scoring and evaluation as provided herein. Responsive proposals from responsive offerors are those proposals that satisfy all mandatory requirements stated in the Request for Proposal. The evaluations will be conducted in three phases. In Phase 1, the Offerors shall submit qualifications statements for review. The Phase 1 evaluation will include the offeror's experience, expertise and reliability as further provided herein. At least two and no more than five of the highest rated firms will be short-listed after qualifications statements have been scored and tabulated by a review committee. The short-listed respondents will be notified and proceed to Phase 2 and Phase 3 of the proposal process. In Phase 2, the short-listed offerors shall prepare preliminary design concepts and an anticipated schedule for the project. Phase 3 shall be the bid for the Construction Cost. The evaluator(s) will use subjective judgment in conducting a comparative assessment of the responsive proposals received from responsible offerors in Phase 1 and Phase 2. The evaluation of Phase 3 will be an objective analysis of the cost comparisons.

- 3.5.2 **In order to conduct an evaluation of proposals**, the offeror is advised to complete the Offeror Response Page, all parts, and to return the completed pages with the Offeror's Phase 1 Statement of Qualifications. Failure to provide information necessary to evaluate the Offeror's response may render the proposal incapable of award consideration. The BCRSD is not obligated to obtain additional information necessary for evaluation from the Offeror. When evaluating responses, the BCRSD reserves the right to consider relevant information and fact, whether gained from the response, from an offeror, from the offeror's references, or from any other source.
- 3.5.3 **Competitive Negotiation of Proposals:** The offeror is advised that under the provisions of this Request for Proposal, the BCRSD reserves the right to conduct negotiations of the terms and conditions of any contract to be entered into with the selected offeror or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The BCRSD reserves the right to limit negotiations to those proposals which received the highest rankings during the Phase 1 evaluation.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the Phase 3 cost evaluation, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal, but the cost submitted by the offeror in Phase 3 shall not be negotiated.
 - d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the BCRSD determines that a change in such requirements is in the best interest of BCRSD.
- 3.5.4 **Evaluation of the Offeror's Experience, Expertise and Reliability:** Award of the contract contemplated by this RFP will be made to the responsive offeror whose proposal receives the highest number of points. Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP and outlines the expertise of key personnel who will be assigned tasks to perform for the BCRSD Headquarters Renovation. Scores received during Phase 1 will not carry over to Phase 2 and Phase 3.
- a. **Phase 1 – Qualifications Statement Scoring and Selection:** The offeror shall be evaluated according to the following scoring criteria for the Phase 1 Submittal:

- i. **Service Provider Experience and References:** This will comprise 30% of the composite score. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules shall be discussed. The design-builder shall provide no less than three references and/or testimonials from owners who utilized your design-build firm for their construction project.
 - ii. **Service Provider Reliability:** This will comprise 30% of the composite score. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project shall be discussed. Offeror shall show demonstrated ability to successfully complete projects of comparable design, scope and complexity.
 - iii. **Service Provider Expertise:** This will comprise 40% of the composite score. The specialized experience and technical competence of the firm with respect to construction services shall be discussed. Additionally, the firm's proximity to and familiarity with the area in which the project is located should be discussed. Provide qualifications for all key personnel to be utilized for the projects. Any key designers for the project (architect, engineering firms, etc.) should be identified. Any key subcontractors or joint venture partners shall also be identified. The Offeror shall not switch any of the key designers, subcontractors, or personnel without the written permission of BCRSD.
- b. **Phase 2 – Preliminary Design and Schedule:** The short-listed offerors shall prepare a preliminary design and project schedule in sufficient detail to support the preparation of a detailed cost estimate in Phase 3. 50% of the final aggregate score will be based on the Phase 2 evaluation. The aggregate score of Phase 2 shall be as follows:
- i. **Qualifications and Implementation Schedule** – Up to 10 points shall be awarded for the qualifications of the key personnel, designers, and subcontractors to be employed for the project by the Design-Builder, and their ability to determine an overall project schedule.
 - ii. **Design Concept** – Up to 40 points shall be awarded for the Offeror's overall design concept for the project and alliance with BCRSD's goals for renovation of the facility, including phasing and coordination of the various renovation components.

After receipt and review of the Phase 2 proposals, BCRSD may choose to schedule interviews with all short-listed firms, or BCRSD may proceed to scoring the proposals without interviews. Interviews, if any, will occur prior to opening any cost estimates received in Phase 3. The Phase 2 scoring evaluation shall be completed prior to opening Phase 3 cost proposals.

Offerors who prepare a responsive proposal for Phase 2 and Phase 3 but are not selected for award of the project contract shall be provided a stipend of \$2,000. By accepting such stipend, a qualified but unsuccessful offeror shall convey a nonexclusive right for BCRSD to use the design submitted by the offeror. If such offeror prefers to retain all rights and interest in its proposed design it may forfeit the stipend.

- c. **Phase 3 – Cost Evaluation:** Phase 3 cost proposals shall be submitted to BCRSD at the same time as the Phase 2 proposals are received, but the cost information must be submitted in a separate sealed envelope only to be opened after the Phase 2 evaluation is completed. The cost proposal in Phase 3 will comprise 50% of the final aggregate score. The lowest responsive bid cost will be awarded a full 50 points based on total projected costs for all phases of the project. In evaluating the cost proposals, the lowest responsive bidder shall be awarded the total number of points assigned to be awarded in Phase 3. For all other bidders, cost points shall be calculated by reducing the maximum points available in Phase 3 by at least one percent for each percentage point by which the bidder exceeds the lowest bid and the points assigned shall be added to the points assigned for Phase 2 for each design-builder. BCRSD has budgeted \$250,000 in Fiscal Year 2025, and the Phase 3 cost proposal shall discuss which phases of the project can be completed for that sum and the total required cost to complete all phases of the project so that any necessary budget allocations can be made.

3.5.5 **Rejection / Withdrawal of Proposals Response:**

- a. **Rejection of Proposals:** The right is reserved by the BCRSD at its discretion to reject any or all proposals or parts thereof. The BCRSD reserves the right to waive defects or informalities and to accept the proposal deemed to be in the best interest of and most advantageous to the BCRSD. BCRSD may disqualify any offeror who lacks the minimum qualifications required to perform the work, as determined in the sole discretion of BCRSD.
- b. **Decision not to Proceed.** BCRSD reserves the right, in its sole discretion, not to proceed with the project pursuant to the proposal of the offeror with the highest total number of points. If BCRSD determines, in its sole discretion, that it is not in the best interest of BCRSD to proceed with the proposal of the offeror with the highest total number of points, BCRSD shall reject all proposals and may solicit new proposals using different criteria, qualifications or budget constraints. In the event BCRSD exercises its right to reject all proposals in accordance with this paragraph, BCRSD shall provide a stipend as follows:
- i. \$2,000 to all qualified offerors that submitted a responsive proposal in Phase 2 and Phase 3 but were not awarded the highest point total; and
 - ii. \$4,000 to the qualified offeror that submitted a responsive proposal in Phase 2 and Phase 3 and was awarded the highest point total.
- c. **Withdrawal of Proposals:** Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- d. **Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.**

Appendix A – Offeror Response and Signature Page

(The offeror should complete and return this with Phase 1 of the Proposal)

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the BCRSD.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address:

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the BCRSD will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal, if selected for award by the BCRSD, will be included as part of the final contract with the BCRSD.

Appendix B – Vendor Experience, Expertise & Reliability Questionnaire

(The offeror should complete and return this with Phase 1 of the Proposal)

The following information must be provided by the offeror to assist BCRSD in evaluating the offerors' experience, expertise and reliability. The BCRSD reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The BCRSD is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

B.1 Company History:

The offeror should describe in the available space, or attach additional pages, with the company's background in the provision of design-build construction services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc.:

B.2 Offeror's References:

Provide at least three (3) references for whom the offeror has performed design-build related construction services in the past three () years:

Reference 1

Company/Entity Name: _____

Contact Name: _____

Contact Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

Reference 2

Company/Entity Name: _____

Contact Name: _____

Contact Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

Reference 3

Company/Entity Name: _____

Contact Name: _____

Contact Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

B.3 Personnel Expertise Summary

Expertise of **key personnel** who will manage the design and construction aspects of the project and who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background and work experience of key personnel who will be assigned to manage the design and construction aspects of the project and perform services under this contract. Identify key design professionals and other key individuals who will be involved in the project. Attach additional pages as needed.

- 1) Name: _____
Title: _____
Background &
Experience: _____

2) Name: _____
Title: _____
Background &
Experience: _____

3) Name: _____
Title: _____
Background &
Experience: _____

4) Name: _____
Title: _____
Background &
Experience: _____

5) Name: _____
Title: _____
Background &
Experience: _____

B.4 Subcontractor Information

Identify the names and qualifications of the primary design consultant and trade contracts the offeror proposes to subcontract or joint venture for the project. Attach additional pages as needed. Please note that an identified contractor, subcontractor, design consultant

1) Name: _____
Contact Information: _____
Proposed Role: _____
Qualifications: _____

2) Name: _____
Contact Information: _____
Proposed Role: _____
Qualifications: _____

3) Name: _____
Contact Information: _____
Proposed Role: _____
Qualifications: _____

B.5 Signature and Identity of Offeror

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with binding intent to become the responsible and sole Contractor) the signing party is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that the signatory is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

☐ sole individual ☐ partnership ☐ joint venture

☐ corporation, incorporated under laws of the state
of _____

Dated _____, 20__

Name of individual, all partners, or joint ventures:

Address of each:

Doing business under the name of:

Address of principal place of business in
Missouri:

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Offeror is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Offeror is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS MO. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed as requested by the BCRSD.

Appendix C – Statement of Qualifications

(The offeror should complete and return this with the Phase 1 proposal)

Name of Offeror: _____

Business Address: _____

When Organized: _____

When Incorporated: _____

Number of years in business: _____

If not under present firm name, list previous firm names and types of organizations.

Number of years engaged in business under present firm name: _____

If the offeror has done business under a different name, please give name and business location under that name: _____

Percent of work to be done by directly-employed staff: _____

Has the offeror ever failed to complete any work awarded to the offeror's company? Yes or No (Circle One)

If so, where and why? _____

Has the offeror ever defaulted on a contract or been in litigation for services performed? Yes or No (Circle One).
If "Yes", give details:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore: _____

Please provide information demonstrating your organization's ability to perform projects comparable in design, scope and complexity to the project contemplated by this RFP: _____

Dated at this _____ day of _____ 2025

Name of Organization(s) _____

By (Name and Title of person signing) _____

(Signature) _____

Appendix D – Work Authorization Information

(The offeror should complete and return this with Phase 1 of the proposal)

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the BCRSD to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The BCRSD is required to obtain certification that the offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/employers>

Please complete and return form Work Authorization Certification Pursuant to 285.530 RS MO if the contract amount is in excess of \$5,000. Attach to this form the E-Verify Memorandum of Understanding that the offeror completed when enrolling. Information on that form is available at

www.e-verify.gov/sites/default/files/everify/memos/MOUforEVerifyEmployer.pdf

If the offeror is an Individual/Proprietorship, then the offeror must return the attached Certification of Individual Offeror. On that form, the offeror may do one of the three options listed. Be sure to attach any required information for those options as detailed on the Certification of Individual Offeror. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form Affidavit.

(The offeror should complete and return with the proposal)

(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of _____)

) ss

State of _____)

My name is _____. I am an authorized agent of _____ (Offeror).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the BCRSD. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract must affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, must not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Date _____

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

CERTIFICATION OF INDIVIDUAL OFFEROR

Pursuant to Section 208.009 RS MO, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Options

____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving public benefit.

____2. I do not have the above documents but provide an affidavit (copy attached – see following page) which may allow for temporary 90-day qualification.

____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Offeror (Option #2)
– see previous page -

State of Missouri)
) ss
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

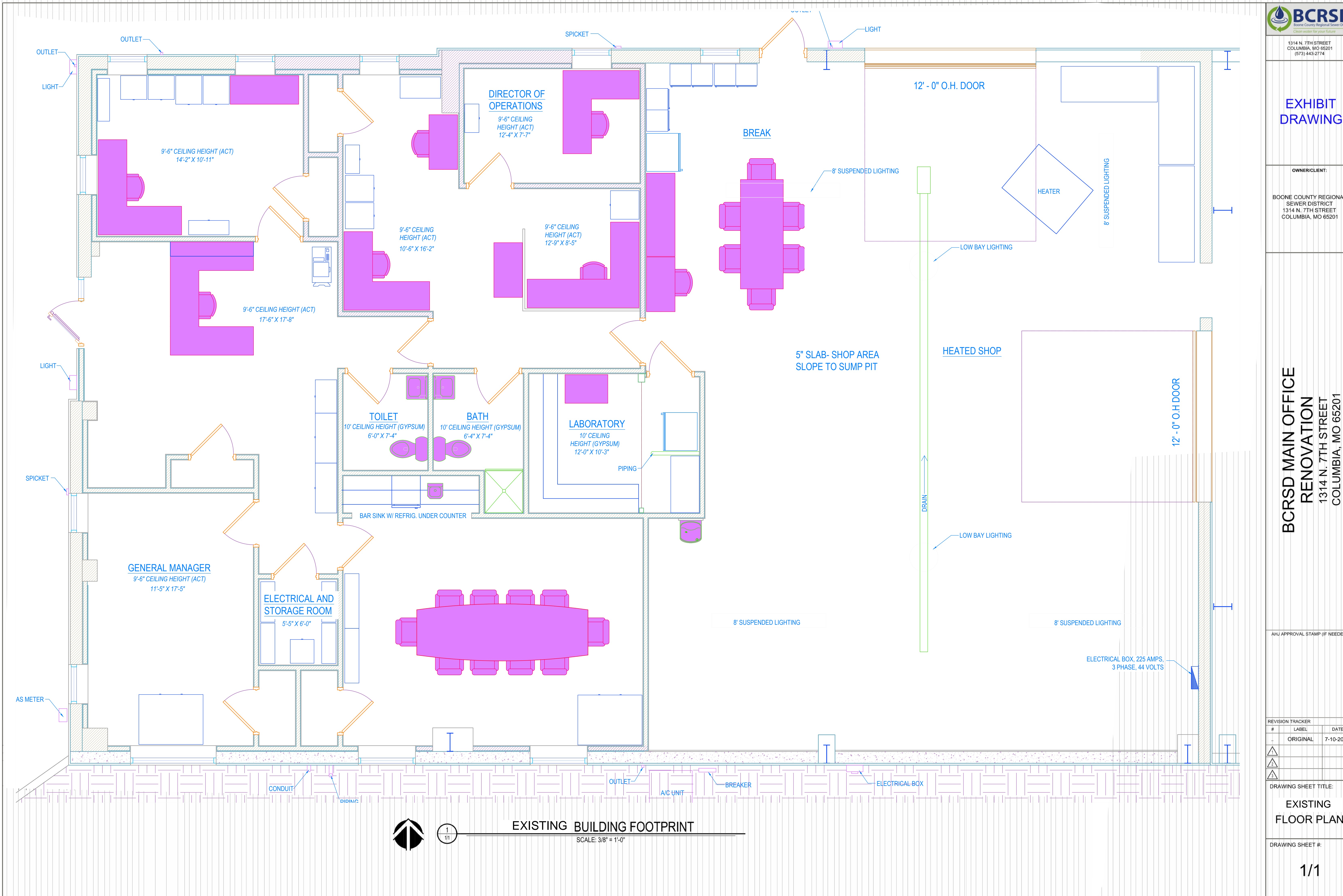
On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

Appendix E – Current BCRSD FACILITY

See the attached drawing showing the existing floorplan of the BCRSD facility. A CAD file of this drawing will be made available upon request.



REVISION TRACKER		
#	LABEL	DATE
1	ORIGINAL	7-10-2025



Appendix F – BCRSD Headquarters Renovation Project Scope

This project includes renovating the existing BCRSD facility located at 1314 N. 7th Street. This project is an interior renovation intended to improve the functionality of our office space. The project will need to be constructed in phases for BCRSD to remain in operation throughout the duration of the project. Offerors shall consider all scheduling and phasing techniques necessary in preparation of their proposal in order to leave BCRSD function throughout construction. General tasks the Design-Builders shall consider are as follows

1. **Permitting:** Conduct any necessary concept review meetings with the City of Columbia or any other Authorities having jurisdiction. The design-builder shall be responsible for obtaining any necessary building permits for this project.
2. **Design:** The design-builder shall employ a team of licensed architects and engineers to provide all necessary design documents for permitting of this renovation. Any architectural, structural, mechanical or electrical design should be included in the proposal in order to obtain all necessary permitting.
3. **Insurance:** The design-builder shall include a builders risk policy indemnifying BCRSD from any damage to the facility during the course of construction. Short-listed Offerors shall itemize this cost in their Phase 3 Proposal.
4. **Temporary Facilities:** The design-builder may utilize the existing electrical service and water service for their needs. The design-builder shall provide temporary sanitary facilities, phone/data, etc. for their own forces.
5. **Phased Demolition:** Any necessary demolition activities should be barricaded from the BCRSD office areas and the design-builder shall provide dumpsters as needed to remove debris from the facility. The design-builders approach to demolition and construction adjacent to active office spaces should be discussed in their proposal.
6. **Phased Construction:** See the attached schematic for BCRSD's general idea on how this project shall be phased. The design-builder shall discuss phasing in their proposal, and/or any suggested deviations from this phasing diagram and how phasing will impact the cost and schedule of the project.
7. **Construction Methods and Finishes:**
 - a. **Framing:** Framing shall be light gauge metal studs or structural studs where needed.
 - b. **Insulation:** Salvage existing exterior wall insulation. Provide new insulation around bathroom walls and at walls between office space and open warehouse spaces.
 - c. **Drywall:** Drywall shall be 5/8" thick or as required to achieve any fire separation requirements by code:
 - d. **Painting:** It is anticipated that all new walls and existing walls within the office will receive a minimum of two coats of commercially acceptable paint and a coat of primer.
 - e. **Ceilings:** Ceilings shall be 2'x2' acoustical ceiling tiles. The existing grid is 2'x4' and the grid may be reused if salvageable. Respondents should specify the ceiling tile proposed.
 - f. **Flooring:** carpet squares or broadloom carpet shall be provided in all office spaces and customer service areas. Vinyl Ceramic tile should be provided in the bathrooms and operations open areas. Floor leveling will be required in the Phase 1 areas due to the minor slope in the existing warehouse floor. Vinyl cove base shall be supplied in all finished areas.
 - g. **Mezzanine:** A structural mezzanine sufficient to support file cabinets and book shelving shall be constructed above the Phase 1 offices. A stair shall be provided leading up to the mezzanine, and the mezzanine shall have a minimum of a 42" tall solid wall/guardrail around the perimeter for fall

protection. A gate shall be provided on the warehouse side of the mezzanine wide enough for a pallet to be lifted up and down from the mezzanine via forklift.

- h. **Doors:** New doors shall be provided for all interior offices. Doors shall be solid core wood with commercial interior hardware. Knockdown or Timely frames are acceptable. Provisions shall be made for electric strikes and key card access for the door separating the waiting room from the main office. Frames shall either be prefinished metal or painted.
 - i. **Windows:** A pass-through transaction window shall be included between the lobby and the customer support office. This shall consist of a metal frame and bullet-resistant glass.
 - j. **Plumbing:** Existing bathroom sinks may be reused, but new toilets should be installed concurrently with each bathroom renovation. Commercial grade plumbing fixtures should be supplied for the breakroom area and lab area.
 - k. **HVAC:** The design-builder shall evaluate the existing HVAC system and add addition HVAC equipment as needed to properly condition the new office space and rework any supply and returns in the existing office space.
 - l. **Electrical:** The design builder shall supply all necessary electrical outlets and phone/data drops for each office. A preliminary outlet plan shall be provided to BCRSD for review and approval prior to construction. New CAT-6 data drops will be required to the IT room. All electrical and data jacks shall at a minimum have conduit extended up to the acoustical ceiling space.
- 8. Closeout:** Contractor shall provide operations and maintenance manuals for all new equipment and products along with all warranty information prior to final closeout.
- 9. Warranty:** The design-builder shall provide a standard one-year builders warranty for all work with a warranty period to begin at the date of substantial completion for each phase of the work.
- 10. Drawings:** The attached schematics show the anticipated floor plan of the project. This shall be evaluated and refined by the design-builder in cooperation with BCRSD as needed for code compliance and any other relevant factor. A CAD file of this drawing will be made available upon request.
- 11. Out of Scope:** The following items are not included in the scope of this project:
- a. Moving of any BCRSD furniture or equipment. This will be moved out of the way by BCRSD personnel.
 - b. IT or alarm communications. All IT related needs and alarm communications work is contracted through others and not included in this scope of work.
 - c. Permit Fees. BCRSD will pay the necessary permit fees directly to the Authorities having jurisdiction. The design-builder shall coordinate all permitting, but fees will be paid directly by BCRSD.

**EXHIBIT
DRAWING**

OWNER/CLIENT:

BOONE COUNTY REGIONAL
SEWER DISTRICT
1314 N. 7TH STREET
COLUMBIA, MO 65201

**BCRSD MAIN OFFICE
RENOVATION**
1314 N. 7TH STREET
COLUMBIA, MO 65201

AHJ APPROVAL STAMP (IF NEEDED)

REVISION TRACKER		
#	LABEL	DATE
1	ORIGINAL	7-10-2025
2		
3		
4		

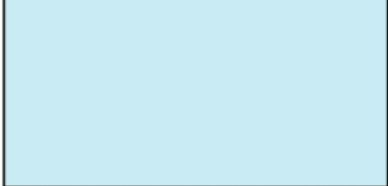
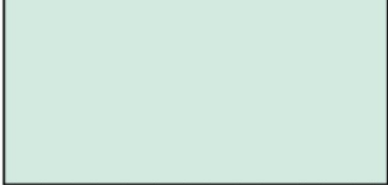
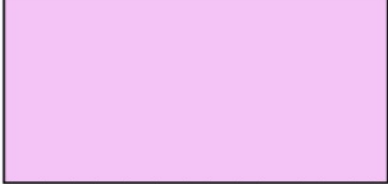

DRAWING SHEET TITLE:

**PROPOSED
FLOOR PLAN**

DRAWING SHEET #:

1/1

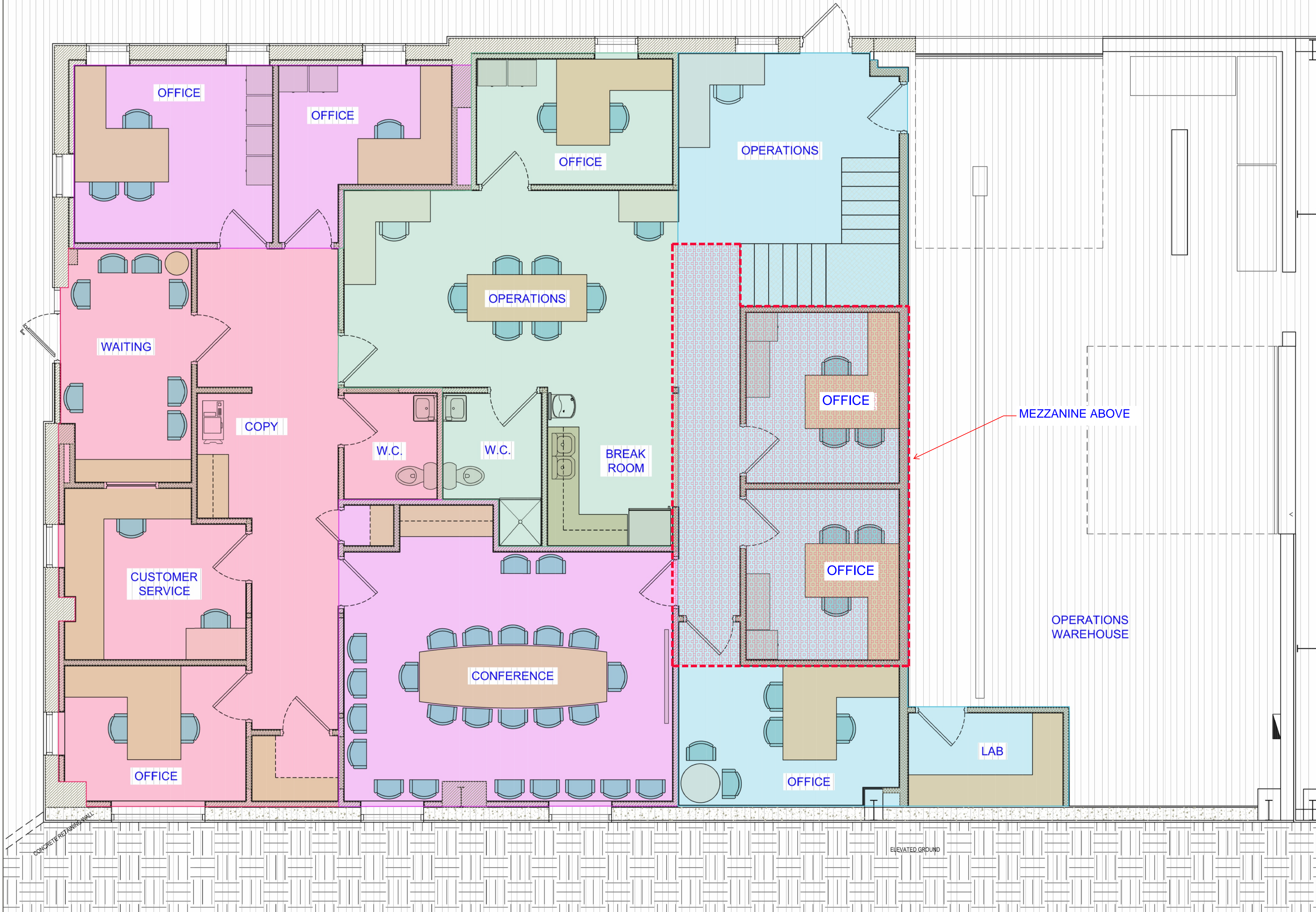
**PHASE
LEDGEND**

-  PHASE 1 -
(771 SQFT)
-  PHASE 4 -
(532 SQFT)
-  PHASE 3 -
(659 SQFT)
-  PHASE 2 -
(680 SQFT)

MAIN LEVEL
= 2,642 SQFT

MEZZANINE
= 380 SQFT

TOTAL =
3,022 SQFT



1
1/1

PROPOSED BUILDING FOOTPRINT

SCALE: 3/8" = 1'-0"

Appendix G – General Contract Requirements

1.1 Invoicing and Payments:

- 1.1.1 The Offeror shall invoice and be paid in accordance with firm, fixed prices shown in the Offeror Response within the proposal. The service provider shall submit an itemized invoice to the BCRSD monthly.
- 1.1.2. Payment will be made monthly after an invoice has been received.
- 1.1.3. Any additional costs associated with this proposal must be approved through the appropriate Change Order mechanism accomplished by way of a written contract amendment. No additional fees or taxes shall be included as additional charges. The BCRSD agrees to pay invoices within thirty (30) calendar days of receipt of a valid invoice.

1.2 Other General Contract Requirements:

- 1.2.1 Insurance Requirements: The service provider shall not commence work under the contract until the service provider has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the BCRSD; nor shall the service provider allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be in amounts, form and companies satisfactory to BCRSD 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 BCRSD.
 - a. Employers Liability and Workers Compensation Insurance: The service provider shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the service provider shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the service provider. Workers Compensation coverage shall meet Missouri statutory limits.
 - b. Commercial General Liability Insurance: The service provider shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the 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 the 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 \$3,448,710.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - c. The service provider may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to endorse**

the BCRSD as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- d. Business Automobile Liability: The service provider shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,448,710.00 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 Service Provider’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The service provider shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of BCRSD. The service provider shall provide to the BCRSD copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors’ commercial general liability and business automobile liability insurance shall name the BCRSD as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance: The service provider shall furnish the BCRSD with Certificate(s) of Insurance which name the BCRSD as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the BCRSD. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the BCRSD has made final acceptance of the services provided.
 - a. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the BCRSD shall have the right to cancel and terminate the contract without notice. The offeror shall add BCRSD as a Certificate Holder:

Certificate Holder address:

BCRSD
1314 North Seventh Street
Columbia, MO 65201

- 1.2.2 Indemnity Agreement: To the fullest extent permitted by law, the service provider shall indemnify, hold harmless and defend the BCRSD, its directors, trustees, 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 the service provider, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the service provider or a subcontract for part of the services), of anyone directly or indirectly employed by the service provider or by any subcontractor, or of anyone for whose acts the service provider or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the service provider to indemnify, hold harmless, or defend the BCRSD from its own negligence.
 - a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the BCRSD, its officials nor any of its employees in the course of their official duties.

- 1.2.3 **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without prior consent and approval in writing by the BCRSD.
- 1.4 **Pricing:** All contract pricing shall be considered firm and fixed price for the entirety of the identified contract period.
- 1.5 **Cancellation:**
- 1.5.1 The BCRSD reserves the right to cancel the contract without cause by giving not less than ninety (90) calendar days prior notice to the service provider in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the service provider to comply with any of the provisions of the contract may be considered a material breach of contract and may be cause for immediate termination of the contract at the discretion of the BCRSD. BCRSD may allow the service provider reasonable opportunity to cure material breach but is not required to do so.
- 1.5.2 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the BCRSD must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the BCRSD.
- 1.6 **Equal Opportunity Employer:** The BCRSD is an equal opportunity affirmative action employer pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.
- 1.7 **Work Authorization Certification:** If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form (See attached Work Authorization form). Before an award can be made, the serviced provider must supply proof of enrollment in the E-Verification program. (See attached Instructions for Compliance with House Bill 1549)
- 1.8 **Sales/Use Tax Exemption:** The BCRSD will provide the service provider with a completed Missouri Project Exemption and Missouri Tax Exemption letter for BCRSD. It shall be the responsibility of the service provider to ensure that the BCRSD pays no sales/use taxes from which it is exempt. The service provider shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062, RSMo, not otherwise herein specified. The service provider agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the BCRSD harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 1.9 **Prevailing Wage:** Pursuant to section 290.210 to 290.340 RSMo., including the latest amendments thereto and unless the project is exempt from payment of prevailing wages pursuant to Section 290.230 RSMo, the design builder shall pay prevailing wages for this project per the Missouri Division of Labor Standards Annual Wage Order No. 32 for Boone County. Certified payroll (if applicable) shall be submitted to BCRSD every month. If a contractor has a week with no work being completed, certified payroll shall be submitted for that week and titled "no work." Certified payroll shall be an original signature. No e-mail or faxed certified payrolls shall be accepted.

- 1.10 Occupational Safety and Health Administration:** The design builder shall require their on-site contractors and subcontractors to have OSHA 10-hour certifications. OSHA cards may be requested by BCRSD at any time contractors are performing work within the BCRSD facility.
- 1.11 Americans with Disabilities Act (ADA):** The design builder shall comply with ADA requirements. ADA prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers. The ADA also establishes requirements for telecommunications relay services.
- 1.12 Performance, Labor and Materials Bonding:** The design builder, on a public improvement project in excess of fifty thousand dollars (\$50,000.00) shall provide to the BCRSD a performance bond and a labor and material payment bond, with corporate surety, satisfactory to the BCRSD and in conformity with the requirements of Section 107.170, RSMo, each in an amount not less than the contract price. Contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The surety company issuing the bonds shall be authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.
- 1.13 Collusion Clause:** Any agreement or collusion amount offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the offeror ineligible.
- 1.14 Missouri Licensure and Certificate of Authority:** The offeror or subcontractor providing the design services stated herein agrees to maintain compliance for the duration of the agreement/contract, with all licensure requirements of the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter referred to as APEPLSPLA) to practice in Missouri as a professional architect/engineer as provided under Chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, the Offeror understands and agrees that the person(s) personally in charge and supervising the Professional Architecture and Engineering services of the Offeror under the agreement/contract shall be licensed and authorized to practice Architecture/Engineering in Missouri, and the offeror will keep and maintain a valid certificate of authority from APEPLSPLA.

Appendix H – BCRSD Standard Terms and Conditions

1. Offeror shall comply with all applicable federal, state, and local laws and failure to do so, in BCRSD's sole discretion, shall give BCRSD the right to terminate this Contract.
2. Responses shall include all foreseeable charges (unless otherwise specified) to BCRSD.
3. The BCRSD has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the BCRSD considers the most advantageous to the BCRSD. BCRSD reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the BCRSD. BCRSD reserves the right to reject any or all bids, may re-issue a request for proposals for the services described herein as determined to be in the best interest of the BCRSD in the sole discretion of BCRSD, to waive informalities or minor deficiencies contained in a bid, and to award a contract to other than the bidder submitting the lowest cost proposal.
4. The BCRSD reserves the right, when only one proposal has been received by the proposal closing date, to delay the opening of proposals to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) proposal received will be retained unopened until the new Closing date, or at request of the offeror, returned unopened for re-submittal at the new date and time of proposal closing.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the BCRSD from them.
6. The delivery date and project delivery schedule will be taken into consideration in awarding the proposal.
7. The BCRSD reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Offeror must notify the BCRSD.
8. In case of default by the Offeror, the BCRSD will procure the articles or services from other sources and hold the offeror responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify the offeror from future bidding.
10. Prices must be as stated in units of quantity for all anticipated costs that are not one-time project development and onboarding costs. One time project development and onboarding costs should be clearly identified.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The BCRSD expressly denies responsibility for, or ownership of any item purchased until same is delivered to the BCRSD and is accepted by the BCRSD.
13. Should an audit of Offeror's invoices during the term of the Agreement, and any renewals thereof, indicate that the BCRSD has remitted payment on invoices that constitute an over-charging to the BCRSD above the pricing terms agreed to herein, the Offeror shall issue a refund check to the BCRSD for any over-charges within 30-days of being notified of the same.

Appendix I – Affidavit of Compliance with OSHA

TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo

(Supply with Phase 2 proposal submission)

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____
_____(Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County Regional Sewer District, Missouri.

NAME OF PROJECT: BCRSD Headquarters Renovation

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

Appendix J – Affidavit of Compliance with Prevailing Wage Law

(Include with Phase 3 Proposal Submission)

Before me, the undersigned Notary Public, in and for The Sewer District of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____, 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20____.

Signature

Subscribed and sworn to me this _____ day of _____, 20____.

My commission expires _____, 20____.

Notary Public

Appendix K – Sample Performance Bond

(Include with Phase 3 Proposal Submission)

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 Boone County Regional Sewer District, as Obligee, 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:

BOONE COUNTY REGIONAL SEWER DISTRICT, MISSOURI

Headquarters Renovation

in accordance with the specifications and/or prepared by The Sewer District 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, 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 offeror, arrange for a Contract between such offeror 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: _____

Appendix L – Sample Labor and Material Payment Bond

(Include with Phase 3 Proposal Submission)

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 Boone County Regional Sewer District, as Obligee, 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

BOONE COUNTY REGIONAL SEWER DISTRICT, MISSOURI

Headquarters Renovation

in accordance with specifications and/or plans prepared by The Sewer District 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 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 Sewer District 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)