

**ADDENDUM "A" – "For Construction" Package
8 January 2013**

PROJECT: Downtown Pleasant Hill Trail

Pleasant Hill, Missouri

OWNER: City of Pleasant Hill
203 Paul Street
Pleasant Hill, Missouri 64080

LANDSCAPE ARCHITECT: Patti Banks Associates dba Vireo

929 Walnut Street, Suite 700
Kansas City, Missouri 64106
816-756-5690
816-756-1606 fax

MoDOT PROJ. #: STP-3301 (450)

LA PROJ. #: P-11101

TO ALL BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated November 27, 2012 and all subsequent addenda. Receipt of this Addendum must be acknowledged in the space provided in the Bid Form.

MISCELLANEOUS

- M-1: Asphalt pavement in lieu of limestone screenings will not be considered for Phase 1 trail, or trail north of Oak Street.
- M-2: No priority will be given on which section of trail, Phase 1 or downtown, is to be constructed first. As stated in JSP 098, the Contractor is required to submit a traffic management schedule for approval before any work can be started.

PROJECT MANUAL

- PM-1: DBE Goal - The Goal is set at 12%, applied to the base bid only. Add alternates will not be included in the DBE percentage. If the bidder does not meet the established project DBE goal, award of contract can only be made if the bidder can document and demonstrate a good faith effort to meet the goal. MoDOT will review and make a determination of the good faith effort.
- PM-2: Bid Form - Replace the Bid Form located within the Project Manual with attached Bid Form 2. Modifications have been made to the Itemized Proposal and to page B-4 Proposal Quantities.

SPECIFICATIONS

- SP-1: JSP Section 121 - Concrete Pavement and Base - Replace the JSP located within the Project Manual with the attached.

DRAWINGS

None.

BID FORM 2

DOWNTOWN PLEASANT HILL TRAIL FEDERAL PROJECT NO. STP-3301 (450)

Name of Bidder _____

Address of Bidder _____

Telephone Number of Bidder _____

To the CITY OF PLEASANT HILL, MISSOURI

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special Conditions and other proposed Contract Documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of existing streets, pavements, surfacings, walks, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the excavations to be made and the type, character and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and floodwater; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plants; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, Specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that he will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, and he understands that the quantities herein given are those that will be used to determine the contract amount.

ITEMIZED PROPOSAL

Item No.	Item Description	Units	Quantity	Unit Price	Item Total
	Base Bid: Paving Phase 1 Trail				
1.	Start-up / Mobilization	LS	1		
2.	Removed				
3.	Construction signs	SF	123		
4.	Temporary construction entry	EA	1		
5.	Removal of existing structures	LS	1		
6.	Site clearing	AC	1.5		
7.	Contractor surveying and staking	LS	1		
8.	Sediment fence	LF	200		
9.	Mulching, wood chip	AC	1.5		
10.	Straw bale barrier	LF	162		
11.	Linear grading, Type I	1/10 STA	244		
12.	Linear grading, Type II	1/10 STA	49		
13.	Steel deck extension	EA	2		
14.	10' Wide limestone screenings trail	SY	3161		
15.	Geogrid	SY	733		
16.	Removed				
17.	Removed				
18.	Retaining wall	SFF	650		
19.	Timber guardrail	LF	120		
20.	Trail signage	SF	4		
21.	Access control post	EA	2		
22.	Removed				
23.	Removed				
24.	Storm sewer (18" CSP)	LF	90		
25.	Storm sewer end section (18")	EA	6		
26.	Storm sewer (24"x18" pipe arch)	LF	132		
27.	Storm sewer end section (pipe arch)	EA	12		
28.	Rock blanket	SY	64		
29.	Seeding (fescue turf)	AC	1.5		
Subtotal Base Bid: Paving Phase 1 \$					
	Base Bid: Downtown Trail				
30.	Removed				

31.	Construction signs	SF	116		
32.	Barricades	EA	4		
33.	Channelizers	EA	75		
34.	Water valve cover adjustment	EA	1		
35.	Removed				
36.	Site clearing	AC	0.8		
37.	Contractor surveying and staking	LS	1		
38.	Concrete curb transition	LF	31		
39.	Mulching, wood chip	AC	0.5		
40.	Straw bale barrier	LF	50		
41.	Linear grading, Type I	1/10STA	104		
42.	Asphalt mill and overlay (2")	SY	1254		
43.	Asphalt trail (4" asphalt/4" rock)	SY	1033		
44.	Concrete Flume	LF	151		
45.	Detectable warning pavers	SF	240		
46.	Concrete pavement and base (6")	SY	149		
47.	Trail signage	SF	290.2		
48.	Removed				
49.	Pavement marking (4" solid white paint)	LF	1450		
50.	Pavement marking (12" solid white paint stop bar)	LF	53		
51.	Pavement marking (crosswalks)	LF	197		
52.	Pavement marking (wording)	EA	1		
53.	64"x43" arch CMP	LF	18		
54.	64"x43" arch CMP flared end section	EA	2		
55.	Timber guardrail	LF	16		
56.	12" CMP	LF	214		
57.	12" CMP flared end section	EA	4		
58.	Inlet lid adjustment 2x2.5	EA	1		
59.	Rock blanket	SY	40		
60.	Seeding (fescue turf)	AC	1.0		
61.	Channelizers	EA	317		
62.	Access control posts	EA	14		
63.	Security bollards	EA	19		
64.	Barrier fence	EA	8		
Subtotal Base Bid: Downtown Trail \$					

	Alternate 1: Trail Barriers				
65.	Removed				
66.	Security bollards	EA	31		
67.	Channelizers deduct	EA	-70		
Total Alternate 1 \$					

	Alternate 2: Paving Phase 1 trail with concrete pavement and base in lieu of limestone screenings				
68.	Concrete pavement and base (4")	SY	3161		
69.	10' Wide limestone screenings trail deduct	SY	-3161		
Total Alternate 2 \$					

(Subtotal Base Bid: Paving Phase 1 written in words)

\$_____ Dollars_____Cents

(Subtotal Base Bid: Downtown Trail written in words)

\$_____ Dollars_____Cents

(Total Alternate 1 written in words)

\$_____ Dollars_____Cents

(Total Alternate 2 written in words)

\$_____ Dollars_____Cents

The alternates will be awarded in numerical order based on budgetary considerations.

PROPOSAL QUANTITIES

The Contractor shall be paid the said unit prices listed in the proposal. The Contractor shall make his own evaluation of the quantities required to complete the work. Quantities will not be changed after the bid is accepted by the City.

The unit price bid for each item shall include all of the Contractors cost and profit including equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use.

PROPOSAL ABBREVIATIONS

SF SQUARE FEET
SFF SQUARE FACE FEET
LF LINEAR FEET

SY SQUARE YARDS
LS LUMP SUM
EA EACH
AC ACRE
CY CUBIC YARD

The undersigned as a bidder declares:

That he has personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned agrees, if this proposal is accepted, to begin work within a period of 30 calendar days after the Notice-to-Proceed and to complete the work within 150 calendar days, otherwise to be governed by the stipulations of the accompanying articles of the contract. This is considered the Base Bid.

Addendum Receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum: _____, Date _____

Addendum: _____, Date _____

Addendum: _____, Date _____

Addendum: _____, Date _____

Addendum: _____, Date _____

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees to follow the requirements of the Federal Work Authorization Program (RSMO 285.530). Each bidder shall submit the E-verify affidavit (available at www.uscis.gov) and MOU.

Second-tier subcontracting will not be permitted on this project.

The project will be awarded to the lowest, responsible, responsive bidder of the combination of the base bid plus add alternates.

In accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the following reasons, or as determined by the engineer.

- liquidated damages
- unsatisfactory job progress
- defective construction work or material not remedied
- disputed work
- failure to comply with any material provision of the contract
- third party claims filed or reasonable evidence that a claim will be filed
- failure to make timely payments for labor, equipment or materials
- damage to a contractor, subcontractor or material supplier
- reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
- citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that he has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for his object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that he has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and it has inspected the actual location of the work, together with the local sources of supply, and has satisfied himself as to all conditions and quantities, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Landscape Architect/ Engineer and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should he fail or refuse to execute the Contract or furnish the Bond as called in the Specifications within the time provided.

Enclosed is a certified check, cashier's check or bid bond in the amount of:

DOLLARS (\$ _____), made payable to the City of Pleasant Hill, which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Notice to Contractors, should this Bid be accepted and the Contract be awarded to this bidder and he should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Pleasant Hill, Missouri.

DATED in _____ this _____

day of _____, 20_____.

Signature of Bidder: _____

If an individual: _____

doing business as: _____

If a Partnership: _____

BY _____, member of firm

If a corporation: _____

BY _____

Title _____

SEAL

Business Address of Bidder: _____

If bidder is a corporation, supply the following information:

State in which incorporated _____

Name of business address of its':

President: _____

Secretary:

Date:

SECTION 121 – CONCRETE PAVEMENT AND BASE

Concrete Pavement and Base shall be installed where indicated on the contract drawings or by the Owner's Representative. Concrete Pavement and Base shall conform to and meet the requirements of Division II, Section 2200 Paving and all related subsections, and Trail Standards of the Kansas City Metropolitan Chapter of the APWA, latest edition.

Concrete Pavement for Phase 1 Trail shall be 4-inch depth non-reinforced and shall meet the requirements of Specification Section 2208.2 for paving. Base shall be a 4-inch depth MoDOT Type 5 aggregate. Refer to Sheet A300.

Concrete Pavement for Downtown Plazas shall be 6-inch depth reinforced and shall meet the requirements of Specification Section 2208.2 for paving. Base shall be a 4-inch depth MoDOT Type 5 aggregate.

Method of Measurement: 4" depth Concrete Pavement and Base shall be measured per square yard or tenth part thereof for the specified depth accepted and shall include materials and all other equipment and personnel necessary to construct and complete installation as intended by the Plans and Specifications.

6" depth Concrete Pavement and Base shall be measured per square yard or tenth part thereof for the specified depth accepted and shall include materials and all other equipment and personnel necessary to construct and complete installation as intended by the Plans and Specifications.

Basis of Payment: The accepted quantity shall be paid for at the contract unit price, measured as stated above. Such payments shall include the whole cost of providing all labor, tools, equipment, materials, handling, storage, hauling, disposing and any other requirements and sundries associated with this item.

END OF SECTION