

April 19, 2021

Pemiscot County Port Authority  
 John Ferguson II  
 2353 N State Hwy D  
 Hayti, MO 63851

## BIDDING ADDENDUM 2

For work titled:  
 Route D Rail Crossing Improvements

Project Number / Client Number: 19-0025

### TO ALL BIDDERS

#### GENERAL NOTES

This addendum is issued for the purpose of clarifying the intent of the contract documents or for making necessary corrections, deletions, and/or additions to the documents on all items of discrepancy raised up to the time of the issuance of this addendum.

Each bidder is hereby instructed and authorized to incorporate into his proposal the instructions contained in this addendum. This addendum forms a part of the bidding and contract documents and modifies the original bidding documents, dated March 2021. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

This addendum consists of seven (7) – 8 1/2" x 11" pages including this cover sheet and one (1) 34 x 22 plan sheet.

PROJECT MANUAL		
1	004200 Bid Proposal	REPLACE - Section 004200 Bid Proposal with the attached.
2	005200 Contract Agreement	REPLACE - Section 005200 Contract Agreement with the attached. Time of Completion has been modified to "The work as shown on the Plans and described in the Specifications shall be substantially completed as defined in Article 15 of the EJCDC General Conditions, on or before June 15, 2021."
DRAWINGS		
1	C101	CLARIFY - The contractor shall salvage the removed concrete crossing panels to the Owner, and stock pile them on the owners property approximately 500 feet from the project site.
2	C101	CLARIFY - Any excess material that is excavated for the site can be stockpile on the Owners property approximately 500 feet from the project site.
3	C101	ADD - Remove and replace ten (10) each approach cross ties both east and west of the Highway Route D Crossing. The owner will provide the replacement cross ties, the contractor shall properly install the new cross ties. Replace sheet C101 EXISTING CONDITIONS, DEMOLITION AND CROSSING PLANS with attached

#### ATTACHMENTS

##### SPECIFICATIONS

004200 Bid Proposal - 4 pages  
 005200 Contract Agreement - 2 pages

##### DRAWINGS

C101 - EXISTING CONDITIONS, DEMOLITION AND CROSSING PLANS

All other terms and conditions of the Project Manual and Drawings shall remain unchanged.

**END OF ADDENDUM 2**

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**RETURN WITH BID**

**SECTION 004200  
BID PROPOSAL**

TO: Pemiscot County Port Authority Hereinafter Called "OWNER"

PROPOSAL OF: \_\_\_\_\_  
(Name and Address of Bidder)

**FOR Route D Rail Crossing Improvements**

1. The paving section plan for the proposed improvement were prepared by a concrete contractor as directed by the owner.
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further declares that the Bidding and Contract Documents, and the following Addenda, receipt of all which is hereby acknowledged,

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

have been carefully examined, the site(s) of the proposed work inspected in detail and the undersigned is familiar with all local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

4. The undersigned further understands and agrees, if this proposal is accepted, to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to install all of the materials specified in the contract, in the manner and at the time prescribed, and in accordance with the requirements therein set forth.
5. The undersigned further understands and agrees that payment will be made on a **Lump Sum** bid basis for the work specified herein.
6. The undersigned further agrees to the fullest extent permitted by law, to waive any claim it has or may have against the OWNER, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.
7. The undersigned further agrees that the OWNER may at any time during the progress of the work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item and which are not included under the bid price for other items in this contract, shall be performed as extra work, in accordance with ARTICLE 11 of the General Conditions.

**RETURN WITH BID**

8. The undersigned further agrees to execute a contract for this work and present the same to the OWNER within fifteen (15) days after the date of notice of the award of the contract to him.
9. The undersigned further agrees to execute and present within fifteen (15) days after the date of Notice of the Award, a performance and payment Bond or other specified Security, satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
10. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and performance and payment Bonds or specified Securities, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **on or before June 15, 2021** ~~within (30) consecutive calendar days after the "Notice to Proceed" date~~, unless additional time shall be granted by the OWNER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty but as damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
11. Accompanying this proposal is a bid bond, bank cashier's check, or certified check, in the penal sum of five percent (5%) of the total bid price, as provided in paragraph 8.0 (Bid Security) of the Instructions to Bidders, made payable to the Pemiscot Port Authority Treasurer of Caruthersville, Missouri. The amount of the bid deposit is:

\$ \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Words

Figures

If this proposal is accepted and the undersigned shall fail to execute a contract and performance and payment Bond or other specified Security as required herein, it is hereby agreed that the amount of the bid deposit shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said contract and contract bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

**ATTACH BANK CASHIER'S CHECK, OR**

**CERTIFIED CHECK HERE - OR**

**INCLUDE BID BOND WITHIN PROPOSAL**

**FORM**

**RETURN WITH BID**

12. The below is a schedule of approximate project quantities that can aid the contractor in the development of their Lump Sum Bid Price. Each item should be considered approximate and it will be the contractor's responsibility to determine the exact unit quantity.

**APPROXIMATE SCHEDULE OF QUANTITIES**

NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Mobilization	1	LS
2	Traffic Control and Protection	1	LS
3	Remove Approach Pavement	90	SY
4	Remove Concrete Crossing Panels	40	TF
5	Remove Rail and Ties in Crossing	40	TF
6	Remove Ballast and Sub ballast / Prepare Subbase	61	SY
7	Remove Existing Underdrain Piping	70	LF
8	Install 4" PVC Perforated Underdrain	50	LF
9	Install 4" PVC Solid Underdrain	16	LF
10	Install Underdrain Outlet Structure	1	EA
11	Install 4" PVC Cleanout	1	EA
12	Furnish and Install Geotech Fabric	74	SY
13	Furnish and Install Aggregate Base (14" Thickness)	61	SY
14	Furnish and Install Aggregate Leveling Base (1" Thickness)	61	SY
15	Furnish and Install Aggregate Base (4" Thickness)	81	SY
16	Concrete Approach Pavement (12" Thickness)	63	SY
17	Concrete Approach Shoulder (8" Thickness)	27	SY
18	Install 2" Expansion Joint Material and Sealer	80	LF
19	Furnish and Install StarTrack 511 HD Crossing Panels	40	TF
20	Install 133# Rail in StarTrack 511 HD Crossing Panels	100	LF
21	Connect to Existing Track	2	EA
22	Surface, Line and Dress Track (Approach Track)	200	TF
23	<b>Remove and Replace 10 each Approach Crossties East and West of the Highway Route D Crossing. Owner to provide crossties, Contractor to install</b>	<b>20</b>	<b>EA</b>

13.

The undersigned Contractor hereby proposes to provide removal of the existing highway/rail crossing, furnishing, and proper installation of proposed crossing improvements at the location shown in accordance with the Contract Documents for the following **LUMP SUM PRICE**:

\$ \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**RETURN WITH BID**

**BIDDING SIGNATURE FORM**

Complete this form and submit with the bid documents.

\*\*\*\*\*

(If an individual) Signature of Bidder \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_

\*\*\*\*\*

(If a co-partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_

(Insert Names and \_\_\_\_\_

Addresses of all \_\_\_\_\_

Members of the \_\_\_\_\_

Co-Partnership \_\_\_\_\_

\*\*\*\*\*

Bidding Signature and Certification Form (Cont'd.)

(If a Corporation)

Corporate Name \_\_\_\_\_

(Corporate  
(SEAL) Signed by \_\_\_\_\_

Business Address \_\_\_\_\_

(Insert Names of \_\_\_\_\_ President

Officers) \_\_\_\_\_ Secretary

\_\_\_\_\_ Treasurer

\*\*\*\*\*

SIGNED and SWORN to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

END OF SECTION 004200

**SECTION 005200**  
**CONTRACT AGREEMENT**

This CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter called the CONTRACTOR and **Pemiscot County Port Authority**, hereinafter called the OWNER, WITNESSETH, that the CONTRACTOR and the OWNER for the consideration hereinafter named therefore contract and agree as follows:

1. Scope of Work:

The CONTRACTOR shall furnish all labor, equipment, and machinery and perform all of the work necessary to complete the specified, **Route D Rail Crossing Improvements** dated **March 2021** all as shown in these bid documents and in accordance with the terms of the Contract Documents.

2. Time of Completion and Liquidated Damages:

The work as shown on the Plans and described in the Specifications shall be substantially completed as defined in Article 15 of the EJCDC General Conditions, ~~within (30) consecutive calendar days after the "Notice to Proceed" date~~ **on or before June 15, 2021**. The Contractor agrees to pay as liquidated damages the OWNER a sum of **\$500** for each consecutive calendar day thereafter for each day that expires after the specified time until the work is substantially complete.

3. Contract Sum:

The OWNER shall pay the CONTRACTOR for the performance of the Contract the sum of

\_\_\_\_\_ DOLLARS  
\_\_\_\_\_ CENTS (\$\_\_\_\_\_)

4. Progress Payment: Retainage:

The OWNER shall make progress payments on the amount or percentage of Work completed to date, as requested on the basis of CONTRACTOR's Applications for Payment and in accordance with Article 15 of the General Conditions.

There shall be retained from the amount so determined, for the first 50% of the total Work, a sum of 10% until issuance of Substantial Completion. After 50% or more of the Work, the Owner may at his/her discretion reduce the retainage to 5% of the amount of Work completed. Upon issuance of Substantial Completion, the retainage shall be reduced to an amount equal to a maximum of 5% of the Work completed.

5. Acceptance and Final Payment:

Final Payment shall be due thirty (30) days after completion and acceptance of the work, provided the contract be then fully performed, subject to the provisions of Article 15 of the General Conditions.

6. Contract Documents:

Contract Documents are as noted in the General Conditions.

In Witness Whereof, the parties hereto execute this Contract this \_\_\_\_\_  
day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

(If an individual, partnership, or non-incorporated organization)

Signature of Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Names and Addresses of Members of the Firm \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Signature of Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

President \_\_\_\_\_

Name

Address

Secretary \_\_\_\_\_

Name

Address

Treasurer \_\_\_\_\_

Name

Address

\*\*\*\*\*

OWNER:

By \_\_\_\_\_ (SEAL)  
Name Title

ATTEST:

By \_\_\_\_\_ (Clerk or Notary Public)

END OF SECTION 005200





### DEMOLITION LEGEND

REMOVALS BY CONTRACTOR

SAWCUT

### SITE DEMOLITION KEY NOTES:

1

SAWCUT AT JOINT AND REMOVE PAVEMENT AND BASE COURSE.

2

REMOVE CONCRETE CROSSING PANELS

3

REMOVE RAIL TO NEAREST JOINT AND TIES SUFFICIENT TO INSTALL NEW CROSSING.

4

REMOVE BALLAST AND SUBBALLAST TO PROPOSED GRADES.

5

REMOVE UNDERDRAIN

6

REMOVE 10 APPROACH CROSS TIES.

### DEMOLITION NOTES

1.

REMOVE ALL EXISTING PAVEMENTS, CURBS, WALLS, LANDSCAPING, AND ALL OTHER EXISTING SITE FEATURES IN CONFLICT WITH PROPOSED IMPROVEMENTS.

2.

COORDINATE UTILITY REMOVALS AND/OR RELOCATIONS WITH THE RESPECTIVE UTILITY COMPANIES, PEMISCOT PORT AUTHORITY AND/OR THE STATE OF MISSOURI.

3.

DEMOLITION SHALL INCLUDE REMOVAL & PROPER DISPOSAL OF MATERIALS.

4.

CONTRACTOR TO PAY ALL PERMIT & DISPOSAL FEES.

0

10'

20'

SCALE: 1" = 10'

0

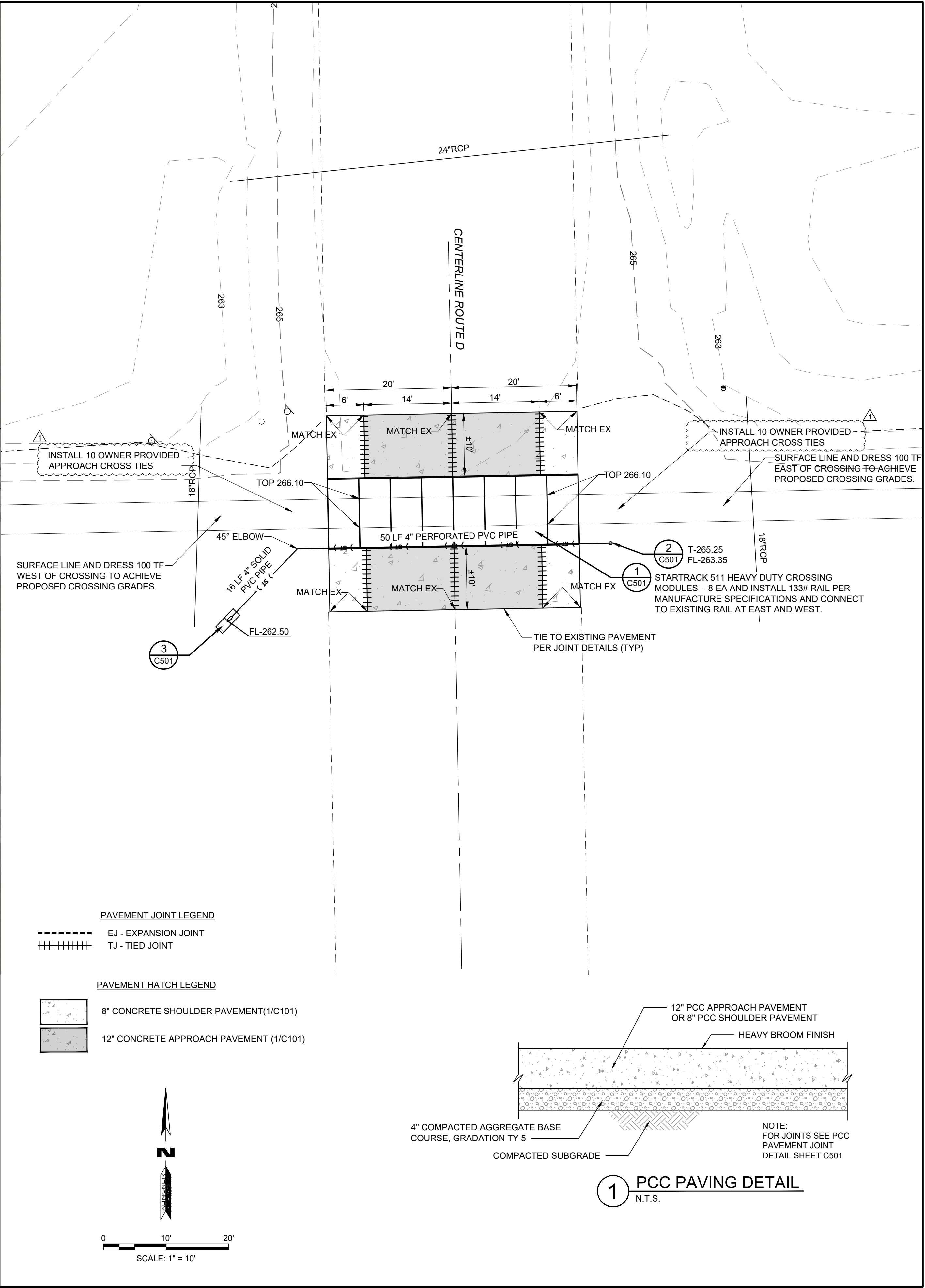
10'

20'

SCALE: 1" = 10'

**BENCHMARKS:**

1. RAILROAD SPIKE IN POWER POLE NEAR LEVEE CROSSING IN MIDDLE OF DREDGE SITE - ELEV 291.25



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REVISION HISTORY			
MARK	DESCRIPTION	DATE	APPR
△	Remove and Replace	04/19/2021	CSW
△	Approach Cross Ties		

Klingner & Associates, P.C.  
Missouri State Certificate of Authority  
No. E-000866

STATE OF MISSOURI  
CURT S. WAVERING  
Professional Engineer  
03/31/2021

Curt S. Wavering - Engineer  
MO# 2011009046

ROUTE D RAIL CROSSING  
IMPROVEMENTS

PEMISCOT PORT AUTHORITY  
2353 NORTH STATE HIGHWAY D  
HAYTI, MO 63851

Non-Reduced Sheet Size: 22" x 34"  
Full sized plans have been prepared using standard scales.  
Reduced size plans may not conform to standard scales.

DESIGNED CSW	DRAWN CSW
FIELD	FIELD BOOK
CHECKED DCD	CHECK DATE 03/22/2021

EXISTING  
CONDITIONS,  
DEMOLITION AND  
CROSSING PLANS

PROJECT NO.  
19-0025

DRAWING ISSUED DATE:  
03/31/2021

SHEET  
**C101**