

February 22, 2022

Howard-Cooper County Regional Port Authority
Kendall Kircher & John Sponagule
609 Main Street
Boonville, MO 65233

BIDDING ADDENDUM 03

For work titled:
Grain Bin Project

Boonville, MO
Project Number: 20-0330

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 January 10, 2022 . Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

This addendum consists of fourteen (14) – 8 1/2" x 11" pages including this cover sheet.

PROJECT MANUAL

1. Section 004200 Bid Proposal	REPLACE Section 004200 Bid Proposal in its entirety.
2. Section 011100 Summary of Work	REPLACE Section 011100 Summary of Work in its entirety.
3. Appendix C, Job Special Provisions	REPLACE Appendix C in its entirety.

ATTACHMENTS

Section 004200 Bid Proposal - (6 pgs., 8.5 x 11)
Section 011100 Summary of Work – (2 pgs., 8.5 x 11)
Project Manual Appendix C, Job Special Provisions - (5 pgs., 8.5 x 11)

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

END OF ADDENDUM 03

RETURN WITH BID

**SECTION 004200
BID PROPOSAL
(Revised Addendum 3 – February 22, 2022)**

TO: Howard-Cooper County Regional Port Authority Hereinafter Called "OWNER"

PROPOSAL OF: _____
(Name and Address of Bidder)

FOR **Grain Bin Project**

1. The plans for the proposed improvement are those prepared by KLINGNER & ASSOCIATES, P.C., ENGINEERS/ARCHITECTS, 616 NORTH 24TH STREET, QUINCY, IL 62301.
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,

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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

RETURN WITH BID

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.

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 ensure 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 **as described in the Project Job Special Provisions**, 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 Howard-Cooper County Regional Port Authority. 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

Grain Bin Project – Base Bid

The undersigned Contractor hereby proposes to furnish all labor, materials as noted, tools, machinery and equipment necessary to complete the Work in accordance with the Contract Documents for the following

BASE BID - LUMP SUM PRICE:

\$ _____ DOLLARS (\$ _____)
Words Figures

Alternate Bid Foundation Design No. 1

The undersigned Contractor hereby proposes to furnish all labor, materials as noted, tools, machinery and equipment necessary to complete the Work in accordance with the Contract Documents for the following

DEDUCT FROM BASE BID LUMP SUM PRICE:

\$ _____ DOLLARS (\$ _____)
Words Figures

Alternate Bid Foundation Design No. 2

The undersigned Contractor hereby proposes to furnish all labor, materials as noted, tools, machinery and equipment necessary to complete the Work in accordance with the Contract Documents for the following

DEDUCT FROM BASE BID LUMP SUM PRICE:

\$ _____ DOLLARS (\$ _____)
Words Figures

Optional Electrical Bid

The undersigned Contractor hereby proposes to furnish all labor, materials, tools, machinery, and equipment necessary to complete the necessary electrical Work in accordance with NEC codes and standards for the following

ADD TO BASE BID LUMP SUM PRICE:

\$ _____ DOLLARS (\$ _____)
Words Figures

See included Job Special Provisions (Appendix C) and Project Plan Sheets for clarifications on the bid items. A total of three (3) bin foundations (Base Bid, Alternate No. 1, and Alternate No. 2) have been presented. The electrical bid shall be based on the grain bin selected and its ancillary equipment electrical requirements as well as NEC codes and standards. The electrical may or may not be bid by the undersigned Contractor. The undersigned Contractor shall clearly state what is included in the electrical bid or if it is excluded. The Owner will select one (1) of the bin foundations based upon the total lump sum

RETURN WITH BID

bid of the Base Bid, Base Bid less Alternate No. 1, or Base Bid less Alternate No. 2. In addition to the foundation bid, the Owner will have the option of adding or excluding the electrical bid submitted by the undersigned Contractor.

RETURN WITH BID

BIDDING SIGNATURE & CERTIFICATION FORM

Failure to complete this notarized certification will result in the bid not being read at the bid opening and thereby rejected.

*

(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 Signed by _____(SEAL)

Business Address _____

(Insert Names of _____ President
Officers) _____ Secretary
_____ Treasurer

*

RETURN WITH BID

SIGNED and SWORN to before me

this _____ day of _____, 20____.
(NOTARY

SEAL)

Notary Public

END OF SECTION 004200

SECTION 011100
SUMMARY OF WORK
(Revised Addendum 3 – February 22, 2022)

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Work under other contracts.
 3. Use of premises.
 4. Owner's occupancy requirements.
 5. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Howard-Cooper County Regional Port Authority – Grain Bin Project
1. Project Location: Boonville, Missouri
- B. Owner: Howard-Cooper County Regional Port Authority
1. Owner's Representative: Kendall Kircher, President & John Sponaugle, Secretary
- C. Engineer/Architect: Klingner & Associates, P.C., 616 N. 24th Street, Quincy, Illinois 62301/217-223-3670.
- D. The Work consists of the following:
1. The Work includes: A new 72ft diameter grain bin is being proposed for construction adjacent to the Port Authority's existing grain bins. The project includes construction of the bin foundation, grain bin, and conveying systems.
 2. There is additional optional Work that includes the supply and install of the electrical systems/equipment required by the grain bin and its ancillary equipment.
 3. During the preconstruction meeting with the Contractor, the Owner, and the Port Operator, the final orientation and location of the grain bin, grain bin appurtenant equipment, and temporary shoring will be defined and agreed upon.
- E. Project will be constructed under a single or multiple prime contract(s).
- F. The Project's foundation and material purchase shall be completed by June 15, 2022. The Project's grain bin and ancillary equipment shall be installed and operational by October 15, 2022. The Notice to Proceed is anticipated to be issued within 6 weeks of the bid date. See Project Dates section of the Project Job Special Provisions for more information.

- G. A work plan shall be developed and submitted to the Engineer / Owner for review at a minimum of 48 hours in advance to the commencement of work by the Contractor. Said work plan shall include the anticipated construction sequence, schedule, and equipment to be utilized at a minimum.

1.3 WORK UNDER OTHER CONTRACTS

- A. General: Contractor shall work to prevent conflicts in site access, blocking drives, and/or hindering the Owner, Neighbors, and/or other Contractors from accessing the site.

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.

- 1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

- 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011100

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

(Job Special Provisions shall prevail over General Provisions whenever in conflict therewith.)

A.	PROJECT DATES	1
B.	GRAIN BIN PROJECT	1
C.	ALTERNATE BID FOUNDATION DESIGN NO. 1	1
D.	ALTERNATE BID FOUNDATION DESIGN NO. 2	2
E.	OPTIONAL ELECTRICAL BID	2
F.	PAYMENT PROCEDURES	2
G.	BUY AMERICA REQUIREMENTS	3

	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	CONSULTANT NAME <i>Klingner & Associates, P.C.</i> 616 N. 24 th St., Quincy, IL 62301 Certificate of Authority: E-000866 Consultant Phone: 217.223.3670
	JOB NUMBER: 20-0330 HOWARD COUNTY, MO DATE PREPARED: 02/22/2022
Date: 02/22/2022	ADDENDUM DATE: 02/16/2022 & 02/18/2022 & 02/22/2022
Only the following items of the Job Special Provisions are authenticated by this seal: All	

JOB
SPECIAL PROVISIONS

A. PROJECT DATES

- 1.0 **Description.** The June 15, 2022 date is applicable to the proof of purchase for all the materials required to complete the project. The June 15, 2022 date is also applicable to a completed bin foundation. The grain bin and its ancillary equipment shall be installed and operational by October 15, 2022. Project completion date shall be October 15, 2022.
- 2.0 **Basis of Payment.** Payment for the purchase of the grain bin, grain bin appurtenant equipment, and work performed on grain bin foundation is intended to be made by June 15, 2022 and shall be based upon the percentage of work completed and the ordering of materials. Payment for the construction of the grain bin and its appurtenant equipment is intended to be made by October 15, 2022 and shall be based upon the percentage of work completed. Payments for construction shall be made based upon progress as determined by the Engineer, Owner, and Owner's operator.

B. GRAIN BIN PROJECT

- 1.0 **Description.** This work shall consist of the purchase and installation of a fill drag 15,000 BPH capacity chain drag conveyor, a reclaim drag 15,000 BPH capacity chain drag conveyor (120' long), all necessary spouting, a 72' diameter x 64' tall x 2" sidewall steel tank, and all catwalks/bridges/working platforms/stairs/ladders as shown in Appendix A of the bid package. The work shall also include the furnishing of all labor, materials, and equipment to construct a grain bin foundation complete with an underlying reclaim tunnel and cast-in-place aeration channels. Additionally, the installation of temporary shoring is proposed that consists of driving 40' long HP14x102s on 8'-5" centers and placing 8'x10'x1-1/4" steel plates between the pilings.
- 2.0 **Basis of Payment.** Payment for the purchasing of equipment/materials shall be made upon receipt of a purchase order and/or invoice by the Port Authority. Payment for the erection of the grain bin and grain bin appurtenances shall be based upon the percentage of the work completed as determined by the Project Engineer and/or Owner's Representative.

C. ALTERNATE BID FOUNDATION DESIGN NO. 1

- 1.0 **Description.** This work shall consist of the furnishing of all labor, materials, and equipment to construct a Grain Bin Foundation with 4'-8" conveyor access tunnel and access hatch. Finished floor is 2' lower than the Base Bid. This work would be a replacement for the foundation in the base bid.
- 2.0 **Basis of Payment.** Payment for this work, including all materials, equipment, and labor shall be covered by the Lump Sum price and payment will be allocated based upon the

percentage of the work completed as determined by the Project Engineer and/or Owner's Representative.

D. ALTERNATE BID FOUNDATION DESIGN NO. 2

- 1.0 **Description.** This work shall consist of the furnishing of all labor, materials, and equipment to construct a grain bin foundation without a reclaim tunnel and without cast-in-place aeration channels. Finished floor is 2' lower than the Base Bid. This work would be a replacement for the foundation in the base bid. Grain handling equipment should be selected to accommodate this type of bin foundation.
- 2.0 **Basis of Payment.** Payment for this work, including all materials, equipment, and labor shall be covered by the Lump Sum price and payment will be allocated based upon the percentage of the work completed as determined by the Project Engineer and/or Owner's Representative.

E. OPTIONAL ELECTRICAL BID

- 1.0 **Description.** This work shall consist of the furnishing of all labor, materials, and equipment to install the electrical equipment and components required to operate the new grain bin and its ancillary equipment. The electrical equipment and components shall be properly sized and installed per industry standards and the applicable National Electrical Code.
- 2.0 **Application for Payment.** Payment for this work, including all materials, equipment, and labor shall be covered by the Lump Sum price and payment will be allocated based upon the percentage of the work completed as determined by the Project Engineer and/or Owner's Representative.

F. PAYMENT PROCEDURES

- 1.0 **Description.** As described within the Contract Documents, "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."
- 2.0 **Application for Payment.** The Contractor shall provide to the Engineer and/or Owner their Application for Payment by the 1st day of each month. The Owner shall review the pay application for a full, partial, or non payment on the second Thursday of each month. Payments shall be based upon the percentage of the work completed as determined by the Project Engineer and/or Owner's Representative.

G. BUY AMERICA REQUIREMENTS

- 1.0 **Description.** Title IV MO Revised Statute Chapter 34 State Purchasing and Printing, Section 34.353 shall be followed by the Contractor, which is provided below for reference.
- 2.0 **Title IV Executive Branch, Chapter 34 State Purchasing and Printing, Section 34.353**

All public agencies and political subdivisions to purchase or lease only goods or commodities produced in the United States, exceptions, procedure. —

1. Each contract for the purchase or lease of manufactured goods or commodities by any public agency, and each contract made by a public agency for construction, alteration, repair, or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States.
2. This section shall not apply where the purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars. This section shall not apply when only one line of a particular good or product is manufactured or produced in the United States.
3. This section shall not apply where the executive head of the public agency certifies in writing that:
 - (1) The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements;
 - (2) Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent;
 - (3) The specified products are to be purchased or leased by a state-supported four-year institute of higher education and such certification as required by subdivision (1) or (2) of this subsection has been made within the last three years;
 - (4) The specified products are to be purchased or leased by a publicly supported institution and such certification as required by subdivision (1) or (2) of this subsection has been made within the last three years; or
 - (5) The political subdivision has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States.
4. The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contacted by the public agency or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

5. Certificates required by this section shall be maintained by the public agency for a period of three years.