

ADDENDUM NO. 1
TO
MILLER ROAD OVERLAY
STP – 5403 (638)
(I-55 Outer Rd to Old Lemay Ferry Road)

COUNTY OF JEFFERSON, MISSOURI

JULY 26, 2012

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents. Acknowledge receipt of this addendum in the space provided on this bid form. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

STP - 5403 (638) BID FORM:

Remove pages 12 through 16, Bid Form, and replace with new pages ADD 1-2 through ADD 1-6, Bid Form. The purpose of this change is to add item 618-10.00 Mobilization, Lump Sum, Quantity of 1. Bidder is to submit revised Bid Form, dated 7-26-12, with their bid and acknowledge receipt of the addendum in the appropriate location on the Bid Form.

STP - 5403 (638) AGREEMENT FORM:

Remove pages 42 through 48, Agreement Form, and replace with new pages ADD 1-7 through ADD1-13, Agreement Form. The purpose of this change is to add item 618-10.00 Mobilization, Lump Sum, Quantity of 1.



BID FORM

TO: JEFFERSON COUNTY, MISSOURI
BID FOR: MILLER ROAD OVERLAY
FEDERAL PROJECT NO. STP-5403 (638)

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and
 - (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. Bidder will complete project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Public Works Department and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job: and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

BID ITEMS:

Project: MILLER ROAD OVERLAY
 FEDERAL PROJECT NO. STP-5403 (638)

Item No.	Item Description	Unit	Quantity	Unit Price	\$ Amount
Roadway Quantities					
202-20.10	Removal of Improvements	L.S.	1		
401-12.09	Bituminous Pavement Mixture PG64-22 (BP-1)	Ton	5818.3		
401-99.10	Bituminous Pavement Mixture PG64-22 (BP-1) Entrances	Ton	233.9		
402-05.20	Bituminous Pavement Mixture PG64-22 (BP-2) Level Course	Ton	2306.5		
407-10.05	Tack Coat	Gal.	3900		
609-10.10	Concrete Curb 6" Type S	Lin. Ft.	538		
609-30.10	Asphalt Curb 6"	Lin. Ft.	156		
618-10.00	Mobilization	L.S.	1		
622-10.01	Coldmilling Bituminous Pavement 2"	Sq. Yd.	21392		
622-99.05	Coldmilling Bituminous Pavmt. Entrances (Various Thickness)	Sq. Yd.	2604		
Signs / Striping Quantities				ROADWAY SUBTOTAL	\$ _____
616-99.01	Construction Signs	Sq. Ft.	469		
620-60.00B	4" White Acrylic Waterborne Pavmt. Paint	Lin. Ft.	30671		

620-60.01B	4" Yellow Acrylic Waterborne Pvmt. Paint	Lin. Ft.	32318		
620-61.24	24" White Acrylic Waterborne Pvmt. Paint	Lin. Ft.	58		
620-80.64	Temporary Raised Pavement Marker, Type 2	Each	419		
620-99.02A	Turn Arrow White Acrylic Waterborne Pvmt. Paint	Each	1		
620-99.02B	Thru/Turn Arrow White Acrylic Waterborne Pvmt. Paint	Each	1		

STRIPPING SUBTOTAL \$

PROJECT TOTAL \$

NOTICE TO BIDDER- Bidders must complete the submitted section in its entirety.

5. BIDDER agrees that the work will be completed within **30 Working days** or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to Nine Hundred – Fifty Dollars (**\$950.00**) for each working or calendar day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

5.1 **Acceptance of Provision for Asphalt Cement Price Index:** Bidder has the option to accept the provision for Asphalt Cement Price Index in accordance with the provisions of the Job Special Provisions, Section I. The bidder must mark the box below if they choose to accept the provision. No price adjustments will be made, due to asphalt price changes, for bidders that do not accept this provision. This provision applies only to projects that have a quantity of asphalt wet ton mix pay items over 1000 tons.



Asphalt Cement

6. Communications concerning this Bid shall be addressed to the following:

Address:

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

8. CERTIFICATIONS FOR FEDERAL JOBS: By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities) of the Missouri Standard Specifications for Highway Construction 2011 Edition. Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

9. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date: _____ Number: _____

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

SUBMITTED on _____, 20____

By _____
(Corporation Name)

(State of incorporation)

By _____
(Name of person authorized to sign) _____
(Signature and typed)

(Title)

(Corporate Seal)

Attest _____
(Secretary) _____
(Signature and typed)

Business address: _____

Phone No.: _____

AGREEMENT FORM

THIS AGREEMENT is dated as of _____, in the year _____ by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of _____, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the MILLER ROAD OVERLAY. The work is generally described as follows:

The work, in general, will consist of the asphalt resurfacing of Miller Road including striping, milling, and entrance transitions.

ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with paragraph 23 of the General Conditions within **30 working days** after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, calendar days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to Nine Hundred - Fifty Dollars (**\$950.00**) for each working or calendar day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds.

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STRIPING SUBTOTAL \$ _____

PROJECT TOTAL \$ _____

NOTICE TO BIDDER- Bidders must complete the submitted section in its entirety.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Paragraph 26 of the General Conditions. The Engineer as provided in the General Conditions will process application for Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application for Payment as recommended by the Engineer, on or about the First day of each month during construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.

- 5.1.1 The Owner may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be as provided by Section 109.9.
- 5.1.2 When the Contractor receives any payment from the Owner, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 26 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Public Works Department for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the

Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement

7.2 Exhibits to this Agreement (if any)

- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Conditions (page 1 to 18, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR MILLER ROAD OVERLAY, STP-5403 (638) and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda number ____ to ____, inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 28 of the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly

pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has not interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: _____ Date: _____
COUNTY EXECUTIVE

ATTEST: _____
COUNTY CLERK _____ DEPUTY CLERK

FOR: _____

BY: _____ Date: _____
CONTRACTOR

ATTEST: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

COUNTY AUDITOR

APPROVED AS TO FORM

COUNTY COUNSELOR