

ADDENDUM NO. 1

TO

Subdivision Pavement Surface Preservation and Crack Seal PW19SUBPSP

JEFFERSON COUNTY, MISSOURI

August 8th, 2019

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents. Acknowledge receipt of this addendum per the instructions given in the bidding documents. Failure to acknowledge this or any other addenda may subject bidder to disqualification.

Project Specifications:

Remove Sheet 4 of 71 from the project specifications, and replace with sheet ADD 1-4, new sheet 4 of 71. The purpose of the replacement is to extend the amount of calendar days from 60 to 90.

Remove Sheet 9 of 71 from the project specifications, and replace with sheet ADD 1-9, new sheet 9 of 71. The purpose of the replacement is to extend the amount of calendar days from 60 to 90.

Remove Sheet 15 of 71 from the project specifications, and replace with sheet ADD 1-19, new sheet 19 of 71. The purpose of the replacement is to extend the amount of calendar days from 60 to 90.

Remove Sheet 19 of 71 from the project specifications, and replace with sheet ADD 1-19, new sheet 19 of 71. The purpose of the replacement is to extend the amount of calendar days from 60 to 90.



BID NOTICE

Sealed bids for Subdivision Pavement Surface Preservation and Crack Seal PW19SUBPSP will be received at the office of The Department of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until 2:00 o'clock P.M. CDST on, August 20th, 2019, and at that time will be publicly opened and read. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted electronically will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

The proposed work includes: crack and joint sealing on concrete and asphalt pavements, fiber board replacements between driveways and streets, micro-surfacing on asphalt streets and curbs, and setting up and maintaining traffic control for the duration of the project. A detailed breakdown can be found in the Job Special Provisions found later in the specifications.

Work shall be in accordance with the provided Specifications, Job Special Provisions, and Plans. Where not specifically covered by the Specifications, or Job Special Provisions or Plans, the Contractor shall adhere to the currently effective 2019 Edition of the "Missouri Standard Specifications for Highway Construction", and the currently effective "MoDOT Standard Plans for Highway Construction." The contractor shall have a maximum of **NINETY** (90) Calendar days to complete the project.

Plans and specifications for this project will be available, at no cost, downloadable files from the Jefferson County website (<http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>), beginning Friday, July 26th, 2019

The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening. All potential bidders must complete the "Plan Holder Contact Information" form and submit this form to Public Works at pwprojects@jeffcomo.org and request placement on the bidder's list.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work, of a similar character in this locality, as established by the State of Missouri's Annual Wage Order that is currently in effect at least 10 calendar days prior to bid opening.

Jefferson County, Missouri hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2019 Edition. **The contractor questionnaire must be on file 7 days prior to bid opening.**

Contractors and sub-contractors who sign a contract to work on any public works project must provide a minimum 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A cashier's check or bid bond in the amount of 5% shall be submitted with each proposal. A certificate of insurance shall be submitted with each proposal.

All bids shall be made on the forms provided. Three (3) copies of the bid must be submitted, one (1) being original inked. Jefferson County, Missouri reserves the right to reject any or all bids, to waive any informality in the bids received, and to award the contract to the lowest, responsive, responsible bidder.

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END BID NOTICE

(6) **SUBCONTRACTORS:** No subcontract may be awarded by the prime contractor under this contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall submit a request to subcontract. This is not required for bid submittal. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:

- a. Copy of any subcontracts, if requested
- b. Certification by proposed subcontractor regarding equal employment opportunity
- c. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
- d. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject.
- e. Subcontractor shall have certificate of insurance with the same limits as the prime contractor listing Jefferson County, Missouri Department of Public Works as Additional Insured and as a certified holder. The endorsement is also required.
- f. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors.
- g. E-verify MOU in its entirety.

(7) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract. The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

(8) **SALES AND USE TAX EXEMPTION:** Jefferson County, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(9) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

NINETY (90) Calendar Days

(10) **LIQUIDATION DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated Damages: \$ 700.00 or Seven Hundred Dollars per Day

(11) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box here to identify the type of Bid Guaranty.

- ☐ Paper Bid Bond
☐ Cashier's Check

Bid Guaranty shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form attached, if a form is prescribed) issued by a Surety. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "Effective date of the Agreement" (which is the date the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid securities by other bidders, in the form of a check or other collateral, will be returned within seven days of the Bid opening.

(12) **SUBSTITUTE MATERIALS, EQUIPMENT, AND VALUE ENGINEERING:** The Contract, if awarded, will be on the basis of material and equipment specified in the Drawings or Supplemental Specifications without consideration of possible substitute "or-equal" items. Whenever it is indicated in the Drawings or Supplemental Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by a Contractor, it must first be proven to be acceptable by the county. Proposals to alter the project design or specifications, otherwise known as "Value Engineering" must also be proposed and accepted. Application for such acceptance will not be considered by County Engineer until after the "effective date of the Agreement". Bidders should assume that no modifications to the contract or design will be allowed for it is not guaranteed that a modification will be allowed. Bid on the plans and Specifications "As-Is", including any issued addendum during the bidding phase.

(13) **MATERIALS INSPECTION:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(14) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

5. BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the county, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2019 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extensions of time granted by the engineer:

TIME PERIOD:

NINETY(90) Calendar Days

LIQUIDATED DAMAGES: \$ 700.00 or Seven Hundred Dollars per Day

6. The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.
7. The terms used in this Bid which are defined in the General Provisions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Provisions.
8. Bidder has examined all Contract Documents including, but not limited to, the Bidder's Checklist, Bid Notice, Instructions and Notices to Contractors, and the following Addenda, if applicable. Bidder must acknowledge all addenda to be considered responsive:

NO.	Date Released	Bidder's Initials	* Initial in Above * Box if Acknowledging No Addenda
1	/ /20__		
2	/ /20__		
3	/ /20__		
4	/ /20__		

COMPLETE BID SUBMITTED on _____, 20__

By _____
(Corporation Name)

(State of Incorporation)

(dba Name, if Applicable)

By _____
(Typed Name of Person Authorized to Sign)

x _____
(Signature of Authorized Person)

(Affix Corporate Seal)

(Title)

Attest _____
(Typed Name of Secretary)

x _____
(Signature of Secretary)

Business Address:

Business Phone: (____) ____ - ____

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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
Subdivision Pavement Surface Preservation and Crack Seal, Project No. PW19SUBPSP

The proposed work includes:

The proposed work includes: crack and joint sealing on concrete and asphalt pavements, fiber board replacements between driveways and streets, micro-surfacing on asphalt streets and curbs, and setting up and maintaining traffic control for the duration of the project. A detailed breakdown can be found in the Job Special Provisions found later in the specifications.

ARTICLE 2. ENGINEER

The County has designated the Public Works Director, 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 Section 30 of the General Provisions within **NINETY(90)** Calendar 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 BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2019 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extensions of time granted by the engineer:

LIQUIDATED DAMAGES: \$ 700.00 or Seven Hundred Dollars per Day

ARTICLE 4. CONTRACT PRICE

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