City of Richmond Heights
1330 S. Big Bend Blvd.
Richmond Heights, MO 63117

New Public Works Facility

WDG No. 9908-13-1

ADDENDUM #2

Page 1 of 17 (including attachments)

Date: February 13, 2015

To: All Contract Bidders of Record

Acknowledge receipt of this Addendum by inserting its number in the Bid Proposal Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents and is attached. It modifies them as follows:

CLARIFICATIONS

GENERAL INFORMATION FOR SITE / BUILDING / etc:

1. Drawing sheet C-11.1 appears to indicate the use of asphalt pavement with a concrete curb & gutter as an Alternate in lieu of the base bid concrete pavement throughout the site. After review of the Bid Form and Section 012300, we have been unable to determine if this is an Alternate the Owner wishes to pursue. Can you advise if this Alternate should be indicated on the Bid Form and within Section 012300?

Response: Yes, a bid alternate has been added to the bid form and Section 012300 for asphalt pavement, in lieu of concrete pavement.
2. Within Specification Section 012300 3.1 A. Alternate No. 1 indicates “This project includes $500,000 in store credit from Menards”. Is this truly an Alternate or should this paragraph be omitted from this section?

**Response:** This is not an alternate. Alternate No. 1 is noted as **NOT USED** in Section 012300 3.1A. 5 (five) $100,000.00 gift cards will comprise a portion of the payment to the contractor, based on completion of the Work progress at 20% increments or as otherwise agreed upon by the owner and contractor.

3. In regards to the **Information for Bidders** paragraph titled “**CONTRACTOR PROJECT COUPONS**”, we have the following questions/concerns:
   a. Is the $500,000.00 of in store credit to be considered Payment to the General Contractor for work accomplished?

   **Response:** Yes, 5 (five) $100,000.00 gift cards will comprise a portion of the payment to the contractor.

   b. Is the $500,000.00 Menards store credit to be included as a part of the Base Bid Sum?

   **Response:** Yes, the gift cards which comprise a portion of the payment to the contractor are not an alternate.

   c. Is it the intent of the Owner for the Contractor to utilize Menards products via the Contractor Project Coupons during the project?

   **Response:** It is the City’s intent to offer the contractor that option. Payments for services rendered by the contractor will include five (5) $100,000.00 gift cards, based on completion of the Work progress at 20% increments or as otherwise agreed upon by the owner and contractor.

   d. Menards is regarded as mostly a residential “home improvement” store and as such the majority of the products currently specified for the project are not available through Menards. If Menards does carry a product that is similar to that specified, will a Substitution Request be required for each product?

   **Response:** Yes. Per the Information to Bidders, substitutions associated with the Menards’ credit will be processed as Substitutions for Cause and should be appropriately identified and documented in the bid proposal. Substitutions shall meet or exceed the products specified in the Project Documents. **Clearly identify any Menards’ products submitted for substitutions on page one of the accompanying CSI Form 13.1A.**

   e. How will the contractor be able to utilize the Menards store credit for purchasing materials prior to 20% completion?
**Response:** Per Supplemental Conditions; Sec. 010001a-1, lines #18 and #19: “The successful contractor will be partially paid via 5 (five) $100,000.00 gift cards based on progress at 20% increments or as otherwise agreed upon by the owner and contractor.

f. Since the majority of the products/materials required to construct the new Public Works Facility cannot be obtained from Menards, it is highly unlikely that the $500,000.00 worth of store credit will all be utilized. If there is Menards store credit remaining at the end of the project, will the Owner or the General Contractor acquire the remainder?

**Response:** The General Contractor; the Menards' gift cards are a portion of the payments to the contractor.

g. How does the Owner expect the General Contractor to pay their Sub-Contractors with Menards in store credit?

**Response:** It would be up to the individual contractor to decide how they would utilize the form of payment required by the City as part of this project.

4. Is the pre-bid on the 17th mandatory?

**Response:** No.

5. Door hardware specification will be issued by addendum.

**SPECIFICATIONS**

**BID PROPOSAL**

1. Add Alternate No. 6: **Asphaltic Concrete Pavement**

Refer to attached Bid Proposal

**SECTION 012300 ALTERNATES**

1. Add Alternate No. 6: **Asphaltic Concrete Pavement**

Refer to attached Section 012300
DRAWINGS

SHEET C-5.1

1. Electrical service is 800 amp.

SHEET E-1

1. Panel “NW” shall be surface mounted on east wall.
2. Add push button for oh door for bay 120 (north side).
3. Provide 3 way switches in addition to occupancy sensor switches on Rooms 104 @ door 104, from hall 105 to 104, at door 112a and 112b.
4. Provide 3 way switches for lights in garage bays at doors 112b, 120a, 122c in addition to occupancy sensors

SHEET E-4, E-6 and SP-1

1. Existing site panel is to be increased to 200a. Provide 4-350mcm cu, 1/0 gnd in 3” c to this panel.

SHEET M-3

1. On radiant heater schedule, add the following note: “radiant heaters are u tube type with lengths varying from 5 ft to 10 ft. The shorter ones are to go into the workrooms with the larger in the garage, generally oriented as shown”.

SHEET P-1

1. Relocate hose bibb in garage bay 122 on se wall to south wall east side of garage door,
2. Add hose bibb at interior of garage bay 121, inside of the outside one.
3. All hose bibbs are 3/4”
4. All floor drains in garage bay shall have 4” connection, and shall have a 10”x10” min flush grate size.

SHEET SP-1

1. Provide 2-4” conduits from exterior pedestal to IT Room, fields verify exact location.
2. This contractor shall disconnect temporary power to equipment yard electrical panel and provide all permanent wiring as shown on the plans in this contract.

The following attachments are included with this addendum:
- BID PROPOSAL, issued 2/13/2015
February 13, 2015
ADDENDUM #2
WDG No. 9908-13-1

- Sec. 012300, issued 2/136/2015

END OF ADDENDUM #2
BID PROPOSAL

CHECK LIST

This checklist MUST be included as part of the submitted bid package and will be acknowledged at the time of the bid opening. If this checklist is not present in the submitted bid package, then the bid will be acknowledged as an incomplete submittal and will be subject to rejection from the bid opening.

☐ Three (3) signed copies of the Bid Proposal and Attachment “A” (pricing spreadsheet under item no. 6 of the Bid Proposal).
☐ Acknowledgment of Addendum/Addenda under item no. 4 of the Bid Proposal.
☐ Bid Bond.
☐ Anti-Collusion Statement
☐ E-Verify (MOU and Affidavit of Compliance)
☐ Missouri Domestic Products Procurement Act
☐ List of Proposed Subcontractors and Suppliers
☐ Signed checklist.

By signing this document, the bidder acknowledges that all required items have been completed and included within the bid package.

ATTEST: Dated: ______________, 2015

________________________
Title

________________________
Contractor

(SEAL)

By: ______________________
Authorized Officer
To: The City of Richmond Heights  
1330 S. Big Bend Blvd.  
Richmond Heights, Mo. 63117

Project: Public Works Facility-Office & Garage

Date: ______________________________

Submitted by: ________________________________________________  
(full name & Address)  
______________________________________________  
______________________________________________  
______________________________________________  
Email: ________________________________________________

1. OFFER
Having examined the Place of the Work, all matters referred to in the Information to Bidders and the Contract Documents prepared by Weis Design Group, we, the undersigned, hereby offer to enter into a contract to furnish all tools, labor, equipment, materials and perform the Work necessary for the completion of the Project: Public Works Facility, for the Sum of:

a. BASE BID SUM:.........................................................($__________________________)

b. ALTERNATE:

The following amount(s) shall be “added to” or “deducted from” the Base Bid Sum. Identify each alternate below as an Add or Deduct and refer to Section 012300 - Alternates.

1. Alternate No. 1: (Not used)

2. Alternate No. 2: Sectional Overhead Door (#120B, #120C, #121A, #121B, #122A, #122B, #123B, #124B and #125B)  
Add / Deduct.........................................................($__________________________)

3. Alternate No. 3: LED Light Fixtures  
Add / Deduct.........................................................($__________________________)

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4. **Alternate No. 4:** HVAC Thermafuser Diffusers  
Add / Deduct………………………………………….($__________________)  
…………………………………………………………………………………………

5. **Alternate No. 5:** Fiberglass Mat Reinforced Epoxy Wall System  
Add / Deduct………………………………………….($__________________)  
…………………………………………………………………………………………

6. **Alternate No. 6:** Asphaltic Concrete Pavement  
Add / Deduct………………………………………….($__________________)  
…………………………………………………………………………………………

c. **ALLOWANCES:**

The following amounts shall be included the Base Bid Sum, refer to Section 012100 - Allowances.

1. **Allowance No. 1:** Soil remediation  
…………………………………………………………………………………………($20,000.00)  
………………………………………………….Twenty Thousand Dollars and 00/100

2. **Allowance No. 2:** Testing and inspecting associated with soil remediation  
…………………………………………………………………………………………($2,500.00)  
………………………………………………….Two Thousand Five Hundred Dollars and 00/100

3. **Allowance No. 3:** Electrical Power Distribution in IT Room  
…………………………………………………………………………………………($5,000.00)  
………………………………………………….Five Thousand Dollars and 00/100

We have included the Bid Security as required by the Information to Bidders.

All applicable taxes are excluded from the Bid Sum.

2. **ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the bid period closing date.
If this offer is accepted by the Owner within the time period stated above, we will:
- Execute the contract and furnish satisfactory surety, within ten (10) days after receipt of Notice to Commence Work.
- Shall begin operations within five (5) days after receipt of Notice to Commence Work.

If this offer is accepted by the Owner within the time period stated and we fail to execute the contract, furnish satisfactory surety upon the bond, or fail to commence the Work, we shall forfeit to the Owner, as liquidated damages, the security deposited with our bid.

In the event our offer is not accepted by the Owner within the time period stated. The required Bid Security will be returned, in accordance with the Information to Bidders.

3. CONTRACT TIME
If this offer is accepted, we agree to complete the WORK within Two Hundred and Ten (210) calendar days or allow the Owner liquidated damages as established in the Owner Contractor Agreement.

4. ADDENDA
The following addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum Price.

Addendum # ……., Dated ................
Addendum # ……., Dated ................
Addendum # ……., Dated ................
Addendum # ……., Dated ................
Addendum # ……., Dated ................

5. SAFETY TRAINING / E-Verify
Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees
to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold
documentation on their prior completion of said program. Penalties for non-compliance
include Contractor forfeiture to the City of Richmond Heights in the amount of $2,500,
plus $100 per contractor and subcontractor employee for each calendar day such
employee is employed beyond the elapsed time period for required program
completion under 292.675 RSMo.

In the event that the Missouri Department of Labor and Industrial Relations has
determined that a violation of Section 292.675 R.S.Mo., has occurred and that a penalty
shall be assessed, the City shall withhold and retain all sums and amounts due and
owing when making payments to Contractor.

**Authorized Workers (E-Verify) including RSMo 285.530**

Pursuant to Section 285.530 R.S.Mo., as a condition of the award of any contract in
excess of $5,000.00, the successful bidder shall, by sworn affidavit and provision of
documentation, affirm its enrollment and participation in a federal work authorization
program with respect to the employees working in connection to the contracted
services. Successful bidders shall also sign an affidavit affirming that it does not
knowingly employ any person who is an unauthorized alien in connection to the
contracted services.

By submitting a bid for this Project, Contractor acknowledges that Section 285.530
R.S.Mo. prohibits any business entity or employer from knowingly employing, hiring for
employment or continuing to employ an unauthorized alien to perform work within the
State of Missouri. Contractor therefore covenants that it is not knowingly in violation of
subsection 1 of Section 285.530 R.S.Mo. and that it will not knowingly employ, hire, for
employment, or continue to employ any unauthorized aliens to perform work on the
Project, and that its employees are lawfully eligible to work in the United States.

The Contractor acknowledges that Section 285.530, RSMo, prohibits any business
entity or employer from knowingly employing, hiring for employment, or continuing to
employ an unauthorized alien to perform work within the state of Missouri. Contractor
therefore covenants that it is not knowingly in violation of subsection 1 of Section
285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue
to employ any unauthorized aliens to perform work on the Project, and that its
employees are lawfully eligible to work in the United States. Refer to the following
“SPECIAL NOTICE TO CONTRACTORS” issued by MoDOT January 20, 2009, for
additional instructions.

6. **ATTACHMENT**

For accounting purposes and the establishment of unit prices of several work items,
provide the following information:

For BASE BID Site work as shown on the Plans and Specifications, we include
ATTACHMENT – A with this Bid Proposal and the information provided shall be
considered an integral part of the Bid Proposal. (This attachment is available electronically by calling (636) 207-0832).

7. **MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

If your total bid / contract is Twenty-five Thousand Dollars ($25,000.00) or more, you must complete this form as directed below.

Failure to complete and return this document with this bid / application for payment will cause the City / Village to presume the manufactured goods or products listed in the bid / application for payment are not manufactured or produced in the United States, and the bid / application for payment will be evaluated on that basis. Please read the certification appearing below on this form.

[ ] If all the goods or products specified in the attached bid / application for payment shall be / are manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

[ ] If only one item of any particular goods or products specified in the attached bid / application for payment is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[ ] If any or all of the goods or products specified in the attached bid / application for payment are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

<table>
<thead>
<tr>
<th>Item (or item number)</th>
<th>Location Where Item Manufactured or Produced</th>
</tr>
</thead>
</table>

Issued: February - 2015
The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):_______________________________

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):
_____________________________________
_____________________________________
_____________________________________

CERTIFICATION
By submitting this document, completed as directed above, with a bid / application for payment, the bidder / Contractor certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon in determining the bidder’s / Contractor’s compliance with the Missouri Domestic Products Procurement Act.

The bidder’s / Contractor’s failure to complete and return this document with the bid / Application for Payment as directed above will cause the City / Village to presume the manufactured goods or products listed in the bid / Application for Payment are not manufactured or produced in the United States, and the bid / Application for Payment will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

BID PROPOSAL SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this bid to be executed as of the day and year first above written, in _______ counterparts, each of which for all purposes shall be deemed an original.

Issued: February - 2015

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ATTEST:

_________________________________________  ________________________________

Title                                                                                       Bidder
(SEAL)                                                                                       

By______________________________________  Authorized Officer

By______________________________________  Authorized Officer
LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work (include name, item, description, price and % of sub contracted):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed (include name, item, description, price and % of sub contracted):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(All remaining work will be done by the BIDDER with his own forces.)
Bid Proposal Supplement - C

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF ________________

__________________________________________

being first duly sworn, deposes and says that he is

Title of Person Signing

of __________________________________________

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and
correct; and the bidder (The person, firm, association, or corporation making said bid) has
not, either directly or indirectly, entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with said bid
or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with,
any other bidder for the above project.

BY_________________________________________________

BY_________________________________________________

BY_________________________________________________

SWORN to before me this _____________ day of ___________ 20 ___.

_______________________________________________ Notary Public

My Commission Expires____________________________________________________

Issued: February - 2015
1 SECTION 012300 - ALTERNATES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

4 A. Drawings and general provisions of the Contract, including General and other Division 01
5 Specification Sections, apply to this Section.

6 1.2 SUMMARY

7 A. Section includes administrative and procedural requirements for alternates.

8 1.3 DEFINITIONS

9 A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined
10 in the Bidding Requirements that may be added to or deducted from the base bid amount if
11 Owner decides to accept a corresponding change either in the amount of construction to be
12 completed or in the products, materials, equipment, systems, or installation methods described
13 in the Contract Documents.

14 1. Alternates described in this Section are part of the Work only if enumerated in the
15 Agreement.
16 2. The cost or credit for each alternate is the net addition to or deduction from the Contract
17 Sum to incorporate alternate into the Work. No other adjustments are made to the
18 Contract Sum.

19 1.4 PROCEDURES

20 A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate
21 work of the alternate into Project.

22 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar
23 items incidental to or required for a complete installation whether or not indicated as part
24 of alternate.

25 B. Notification: Immediately following award of the Contract, notify each party involved, in
26 writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or
27 deferred for later consideration. Include a complete description of negotiated modifications to
28 alternates.

29 C. Execute accepted alternates under the same conditions as other work of the Contract.

30 D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections
31 referenced in schedule contain requirements for materials necessary to achieve the work
32 described under each alternate.
1 PART 2 - PRODUCTS (Not Used)

2 PART 3 - EXECUTION

3 3.1 SCHEDULE OF ALTERNATES

4 A. Alternate No. 1: (Not used)

5 This project includes $500,000.00 in store credit from Menards (Manchester, Missouri, location). To learn more about using Menards’ products please contact Mr. Dustin Branson at (636) 527-2191.

6 5 (five) $100,000.00 gift cards will comprise a portion of the payment to the contractor, for the contractor’s application, based on completion of the Work progress at 20% increments or as otherwise agreed upon by the owner and contractor.

7 B. Alternate No. 2: Sectional Overhead Door (#120B, #120C, #121A, #121B, #122A, and #122B)

8 Substitute sectional overhead door, with electronic operation, in lieu of coiling overhead door. Provide Model No. 426, from Overhead Door Corporation; 2501 S. State Hwy. 121 Bus., Suite 200; Lewisville, Texas 75067; 1-800-929-DOOR; [www.OverheadDoor.com](http://www.OverheadDoor.com)

9 C. Alternate No. 3: LED Light Fixtures

10 Substitute LED light fixtures, in lieu of fixtures identified in Light Fixture Schedule on Drawing Sheet E-2. Provide fixtures with equivalent lumen output and similar physical appearance.

11 D. Alternate No. 4: HVAC Thermafuser Diffusers

12 Substitute Thermafuser HC diffusers, and associated controls, in lieu of standard Titus diffusers. Refer to Drawing Sheet M-1.

13 E. Alternate No. 5: Fiberglass Mat Reinforced Epoxy Wall System

14 Substitute wall finish system using three-component, fiberglass mat reinforced, polyamine cured epoxy in lieu of two-component, fiber reinforced, polyamine cured epoxy

15 F. Alternate No. 6: Asphaltic Concrete Pavement

16 In lieu of the base bid concrete pavement, the Contractor shall place and compact asphaltic concrete pavement per the “Alternate Bid Plan” and details shown on Sheet C-11.1 of the Drawings. Included with the asphaltic concrete pavement installation, is the 2’ wide vertical concrete curb and gutter constructed at locations indicated on the Drawings. It should be noted that the driveway aprons, in addition to various slabs designated as concrete on the “Asphalt Pavement Plan” on Sheet C-11.1 are to be poured concrete regardless of the Owner’s selection of pavement materials.

31 END OF SECTION 012300