



## ADDENDUM NO. 2

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TO: ALL BIDDERS OF RECORD

PROJECT: Makoshika State Park Switchback Road Repair

FWP PROJECT #: 7096421

DATE: March 20, 2014

FROM: Dax Simek, P.E., Morrison Maierle, Inc., Project Manager

**Acknowledge receipt of this addendum by inserting its number and date in the Proposal Form and on the Bid Envelope. Failure to do so may subject bidder to disqualification.**

This Addendum forms a part of the Contract Documents. Clarification and/or modifications area as follows:

### CLARIFICATION:

1. An existing SWPP permit will be transferred to the Prime Contractor through a permit transfer notification and the Montana Department of Environmental Quality. The SWPP Permit will be carried and terminated by the Contractor until such time that 75% of the original vegetation is restored on the disturbed areas.
2. It is the Contractor's responsibility to determine if a dewatering permit is required for the project.
3. The topsoil quantity will be determined using the areas of disturbance and the detail sheets. Topsoil will remain incidental to the relevant bid items.
4. The Contractor can request partial payment for materials in storage. The materials must either be located on site or insured, see general conditions, Article 9.3.5.
5. There are no limitations for the Prime Contractor to award subcontracts for any portion of the work, see general conditions, article 5.2.

### MODIFICATION:

1. Bid Item #04 has been removed.
2. A revised Bid Form is included that corrects the number of anchor blocks to be installed and the change in Bid Item #04.
3. A revised Measurement and Payment section is included that eliminates Bid Item #04.

4. Section 00256 Permanent Ground Anchors: add at the end of 1.1....as described herein and having an allowable working capacity of 175 kips.
5. Section 00256 Permanent Ground Anchors Subsection 1.3.5 Installation: add at the end of 1<sup>st</sup> Paragraph: Temporary stability and construction access to the slide areas for the planned remedial measures is the responsibility of the Contractor. This responsibility includes the planning, safe construction, and proper reclamation of temporary access trails, benches, and drill pads in accordance with OSHA regulations, prudent construction practice, and project plans/specifications. Provisions for access area stabilization may include, but not be limited to, importing of select granular aggregates and the use of geotextile/geogrid materials to maintain access for specific construction equipment and procedures. Proper surface drainage of the work areas is also necessary to maintain required access and stability.
6. Section 00910 Special Provisions Subsection 1.13.2 Construction Methods: Add Paragraph: D. The Military shall place and compact owner supplied material in embankment areas to the lines and grades shown on the plans. The Contractor shall be responsible for final grading and reclamation of all embankment areas.

**PART 1 - GENERAL**

**1.01 SCOPE**

This section of these specifications supersedes the method of measurement and basis of payment described in the various sections of the Montana Public Works Standard Specifications, Sixth Edition, April 2010. The method of measurement and basis of payment for this project is described in article 1.04 of this section.

**1.02 GENERAL**

The total bid price for each item of the contract shall cover all work shown on the contract drawings and required by the specifications and other Contract Documents. All costs in connection with the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. No item that is required by the Contract Documents for the proper and successful completion of the Work will be paid for outside of or in addition to the prices submitted in the bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the CONTRACTOR and all costs in connection therewith shall be included in the prices bid.

CONTRACTOR should expect in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction shall be incidental for the completion of related item.

**1.03 ESTIMATED QUANTITIES**

All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. The CONTRACTOR agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of work actually performed and materials actually furnished and the estimated amounts herein except as follows.

Either the OWNER or the CONTRACTOR may demand in writing that a supplemental agreement or change order be prepared to authorize an adjustment in the unit price of any MAJOR CONTRACT item if the quantity of said MAJOR CONTRACT item increases or decreases by more than 25 percent from that shown in the Contract Documents. A major contract item is defined as any bid item within the bid schedule having an original contract

value in excess of ten (10) percent of the total original contract price for the entire bid schedule.

#### 1.04 MEASUREMENT AND PAYMENT ITEMS

Mobilization/Demobilization – Item #01: To be measured and paid by Lump Sum as follows: Twenty-five percent (25%) of the amount bid for mobilization shall be paid when five percent (5%) of the contract amount is paid for contract items and for invoiced materials in storage in that zone, an additional 50% of the amount bid for mobilization will be paid when 25% of the work is complete, and the remaining 25% will be paid when 100% of the work is completed.

Mobilization shall consist of preparatory work and operations performed by the CONTRACTOR, including, but not limited to, those necessary for the movement of their personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for all work in the project; and for other work and operations that must be performed or costs incurred before beginning work on the various items on the project site. Mobilization costs for subcontracted work shall be considered to be included.

Taxes, Bonds, and Insurance – Item #02: To be measured and paid by Lump Sum as follows: To be paid on the 1st progress estimate one-hundred percent (100%) upon mobilization to begin construction, only if the bid price for this item is less than five percent (5%) of the total price. For that portion of the taxes, bonds and insurance greater than five percent (5%), if any, payment shall be made for the balance of the item when 50% of the work has been completed.

General Requirements – Item #03: To be measured and paid by Lump Sum as follows: Payment shall be made as follows: Once 25% of the contract work is complete 25% of the item will be paid; at 50% of the contract, 50% more of the item will be paid; and at 100% of the contract work, the remaining 25% of the item will be paid.

General Requirements shall consist of: coordination; scheduling; submittals and quality control; construction facilities and temporary controls; storm water pollution prevention; erosion control and restoration; safety at the site; environmental quality control; permits; additional geotechnical studies; product shipment; handling; storage and protection; manufacturer's services; operation and maintenance manuals; completed record drawings; final cleanup and contract closeout.

This Item Intentionally Left Blank – Item #04:

Hot Mix Bituminous Asphalt – Item #05: This item is measured and paid for by the tonnage of hot mix bituminous asphalt specified in the Contract documents, complete in place. Price and payment shall constitute full compensation for furnishing, hauling, placing and compacting the hot mix bituminous asphalt, and for all tools, labor and incidentals necessary to complete this item.

Crushed Base Course – Item #06: This item is measured and paid for by the cubic yards of Owner supplied crushed base course of the gradations specified in the Contract documents, complete in place. Price and payment is full compensation for loading, hauling, spreading, shaping, watering and compacting the base course material, and for all tools, labor and incidentals necessary to complete this item.

24" HDPE Storm Main – Item #07: This item shall be measured by the linear feet of 24" HDPE pipe installed via horizontal directional drilling in the field. Measurement for length shall be made along the centerline of pipe from inside edge of manholes, inlets, or to connection points. Payment for this item will be made at the contract unit price bid per linear foot of 24" HDPE storm main and shall constitute full compensation for all surface improvement removals, whether shown on the plans or encountered in the field; for furnishing and installing the storm pipe; protecting or supporting existing utilities; for all cleaning of all storm pipe installed; and for all labor, equipment, tools, couplers, and incidentals necessary to complete these items.

CONTRACTOR should expect in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction shall be incidental for the completion of this item.

12" HDPE Storm Main – Item #08: This item shall be measured by the linear feet of 12" HDPE pipe installed in the field. Measurement for length shall be made along the centerline of pipe from inside edge of manholes, inlets, or to connection points. Payment for this item will be made at the contract unit price bid per linear foot of 12" HDPE storm main and shall constitute full compensation all surface improvement removals, whether shown on the plans or encountered in the field, including saw cutting and hauling off site; trench excavation; removal and replacement of unsuitable backfill materials; shoring; sheeting; dewatering; backfill and compaction; for furnishing and installing the storm pipe; protecting or supporting existing utilities; furnishing and placing Type I pipe bedding; for all cleaning of all storm pipe installed; and for all labor, equipment, tools, couplers, and incidentals necessary to complete these items.

CONTRACTOR should expect in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction shall be incidental for the completion of this item.

Outfall Erosion Control Pad – Item #09: Measurement for this item will not be made with payment made on a lump sum basis. Payment for this item will be made at the contract lump sum price for construction of the erosion control pads to the dimensions shown on the plans and shall include all excavation, grading and compaction of the areas; furnishing and installing erosion control fabric; installing Owner supplied Class II riprap; and all tools, equipment, labor, performance, and incidentals necessary to satisfactorily complete this item.

72" Storm Sewer Manhole – Item #10: This item shall be measured by the numerical count of storm sewer manholes installed to the depths indicated. Manholes shall be of the types and configurations indicated.

CONTRACTOR should expect in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction shall be incidental for the completion of this item.

Payment for furnishing and installing a basic manhole complete will be made at the contract unit price bid for each manhole. Such payment shall include base manhole sections steps; cast iron ring and cover; joints as specified, all excavation, removal and replacement of unsuitable backfill materials, shoring, sheeting, dewatering, backfill and compaction; and all labor, equipment, tools and incidentals required to complete the item.

Type 3 Storm Sewer Inlet w/ Median Inlet Cover – Item #11: This item shall be measured by the numerical count of Type 3 storm sewer inlets with median inlet covers installed to the depths indicated. Inlets shall be of the types and configurations indicated.

CONTRACTOR should expect in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction shall be incidental for the completion of this item.

Payment for furnishing and installing a basic manhole complete will be made at the contract unit price bid for each manhole. Such payment shall include base manhole sections steps; cast iron ring and cover; joints as specified, all excavation, removal and replacement of unsuitable backfill materials, shoring, sheeting, dewatering, backfill and compaction; and all labor, equipment, tools and incidentals required to complete the item.

Roadside Swale – Item #12: This item is measured and paid for at the number of lineal feet of roadside swale constructed in the field as specified by the Contract documents. Payment for this item will be made at the contract unit price bid per lineal foot and shall constitute full compensation for all furnishing and installing bento-mat liner; installing Owner supplied Class I/II riprap; all excavation and compaction, and all labor, materials, equipment, tools, and incidentals required to construct the swale.

Bento-Mat Liner and Slope Regrading – Item #13: Measurement for this item will not be made with payment made on a lump sum basis. Payment for this item will be made at the contract lump sum price for regrading of the anchor block area to the lines and grades shown on the plans and shall include all grading and compaction of the areas; furnishing and installing Bento-mat liner, topsoil and erosion control mat; seeding; and all tools, equipment, labor, performance, and incidentals necessary to satisfactorily complete this item.

Slope Regrading – Item #14: Measurement for this item will not be made with payment made on a lump sum basis. Payment for this item will be made at the contract lump sum price for regrading of the drain areas to the lines and grades shown on the plans and shall include all grading and compaction of the areas; furnishing and installing topsoil and erosion control mat; seeding; and all tools, equipment, labor, performance, and incidentals necessary to satisfactorily complete this item.

Post-tensioned Anchors – Item #15: This item is measured per each for each post-tensioned anchor installed and accepted. Post-tensioned ground anchor performance tests and construction of temporary access roads and/or pads will be considered incidental to this item. Payment for this item will be made at the contract unit price bid per each of the post-tensioned anchors and shall include furnishing, installing, and proof testing each post-tensioned ground anchor and shall constitute all labor, materials, equipment, tools and accessories for performing all work required to install the anchors.

Horizontal Drains – Item – Item #16: This item shall be measured per lineal foot for each drain installed and accepted. The collector system including headworks and other appurtenances shall be considered incidental to this item. Payment for the 12” HDPE pipe will be paid for separately under bid item #8. Payment for this item will be made at the contract unit price bid per lineal foot and shall constitute full compensation for all labor, materials, equipment, tools, and accessories for performing all work required to install the horizontal drains and collector system.

Steel W-Beam Guardrail – Item #17: This item is measured and paid for at the number of lineal feet, from center-to-center of the end posts of each section of guardrail installed in the field excluding end treatment sections. Payment for this item will be made at the contract unit price bid per lineal foot and shall constitute full compensation for all labor, materials, equipment, tools, and accessories for performing all work required to install guardrail.

ET 2000 End Treatments – Item #18: This item is measured and paid for at the number of end treatments installed. Payment for this item will be made at the contract unit price bid per each end treatment and shall constitute full compensation for all labor, materials, equipment, tools, and accessories for performing all work required to install the end treatments.

Striping and Signage – Item #19: Measurement for this item will not be made with payment made on a lump sum basis. The CONTRACTOR shall paint all center line striping, lane markings, and install all signs as specified in the Contract documents. Repainting of any pavement markings dulled, covered, scratched, marred or otherwise disturbed outside the work are will be made incidental to this item. Payment at the contract lump sum price shall constitute full compensation for surface cleaning, preparation for the particular markings, application of paint, furnishing signage, and all tools, equipment, labor, performance, and incidentals necessary to satisfactorily complete this item.

36" Edge Drain – Item #20: This item shall be measured per lineal foot of 36" Edge Drain installed in the field. Measurement for length shall be made along the centerline of the drain from the beginning point to the inside edge of the manhole connection. Payment for this item will be made at the contract unit price bid per linear foot of the Edge Drain and shall constitute full compensation for furnishing and installing the Edge Drain; trenching; protecting or supporting existing utilities; and for all labor, materials, equipment, tools, and accessories for performing all work required to install the horizontal drains and collector system.

24" HDPE Culvert – Item #21: This item shall be measured by the linear feet of 24" HDPE pipe installed in the field. Measurement for length shall be made along the centerline of pipe from inside edge of FETS. Payment for this item will be made at the contract unit price bid per linear foot of the size and type called for and shall constitute full compensation for all surface improvement removals, whether shown on the plans or encountered in the field, including saw cutting and hauling off site; trench excavation; removal and replacement of unsuitable backfill materials; shoring; sheeting; dewatering; backfill and compaction; for furnishing and installing the storm pipe and flared end treatment sections; protecting or supporting existing utilities; furnishing and placing Type I pipe bedding; for all cleaning of all storm pipe installed; and for all labor, equipment, tools, couplers, and incidentals necessary to complete these items.

CONTRACTOR should expect in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction shall be incidental for the completion of this item.

END OF SECTION 01025



## **REVISED PROPOSAL**

**FWP# 7096421**

**Montana Fish, Wildlife & Parks  
Design and Construction Section  
PO Box 200701  
1522 9<sup>TH</sup> Avenue  
Helena, Montana 59620-0701**

The undersigned, having familiarized himself with the conditions of the work and the contract documents as prepared by **Morrison-Maierle, Inc.; 315 N 25<sup>th</sup> Street Suite 102; Billings, MT 59101; Phone 406-656-6000**, agrees to furnish all labor, materials, equipment, and services necessary to complete all general construction work, as bid herein, for a project entitled **Makoshika State Park Switchback and Road Safety Repair** in accordance with the Contract Documents including all Addenda.

### **CLARIFICATION**

The Makoshika Switchback Repair Project will be bid in March of 2014. However, construction will not start until September 2<sup>nd</sup>, 2014.

A Notice of Award will be issued to the apparent low bidder within 30 days of the Bid Opening. The successful bidder will have 15 days to enter a fully executed contract, per Section 7.3, Instructions to Bidders. Prior to issuance of the Notice to Proceed, monthly Applications for Payment may be received by the Owner, and approved by the Engineer, for material costs and Performance, Labor and Material Payment Security Bond costs by submitting actual cost invoices. Five percent (5%) retainage will be withheld on all progress payments until final acceptance is achieved, per General Conditions, Section 9.3.7.

The bidder agrees to perform all the work described below at the price shown as follows:

### **Base Bid:**

Item #	Description	Estimated Quantity	Unit Measure	Unit Price	Amount
1	Mobilization/Demobilization	1	LS		
2	Taxes, Bond, Insurance	1	LS		
3	General Requirements	1	LS		
4	Intentionally Left Blank				
5	Hot Mix Bituminous Asphalt	450	TON		
6	Crushed Road Base	445	CY		

7	24" HDPE Storm Main	518	LF		
8	12" HDPE Storm Main	61	LF		
9	Outfall Erosion Control Pads	1	LS		
10	72" Storm Sewer Manhole	1	EA		
11	Type 3 Storm Inlet w/ Median Inlet Cover	1	EA		
12	Roadside Swale	568	LF		
13	Bentomat Liner & Slope Regrading	1	LS		
14	Slope Regrading	1	LS		
15	Post-Tensioned Anchors	39	EA		
16	Horizontal Drains	1880	LF		
17	W-Beam Steel Guardrail	1460	LF		
18	End Treatments	8	EA		
19	Striping & Signage	1	LS		
20	36" Edge Drain	466	LF		
21	24" HDPE Culvert w/ FETS	54	LF		
<b>Total:</b>			<b>\$</b>	_____	

**BASE BID:** \_\_\_\_\_

\_\_\_\_\_ AND \_\_\_\_\_ /100 DOLLARS (\$ \_\_\_\_\_).

And certifies that he is a duly and regularly licensed contractor registered with the Montana Department of Labor and Industry:

FIRM NAME: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX#: \_\_\_\_\_

BY: \_\_\_\_\_

REGISTRATION # : \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

This bidder acknowledges receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_ DATED

ADDENDUM NO. \_\_\_\_\_ DATED

ADDENDUM NO. \_\_\_\_\_ DATED