



ADDENDUM TO THE CONTRACT
for the
DOWNTOWN SNOW STORAGE SITE FACILITY
Contract No. E13-151

ADDENDUM NO.: **ONE**

CURRENT DEADLINE FOR BIDS:
November 15, 2012

PREVIOUS ADDENDA: **NONE**

Previous Deadline for Bids:
November 13, 2012

ISSUED BY: City and Borough of Juneau
ENGINEERING DEPARTMENT
155 South Seward Street
Juneau, Alaska 99801

DATE ADDENDUM ISSUED:

November 6, 2012

The following items of the contract are modified as herein indicated. All other items remain the same. This addendum has been issued and is posted online. Please refer to the CBJ Engineering Contracts Division webpage at:
<http://www.juneau.org/engineering ftp/contracts/Contracts.php>

PROJECT MANUAL:

Item No. 1 SECTION 00030 - NOTICE INVITING BIDS. DEADLINE FOR BIDS.

Change the date of the Deadline for Bids **from** November 13, 2012 **to** November 15, 2012. **Change** the bid opening place to Conference Room 224, second floor of the Municipal building, 155 S. Seward Street, unless otherwise specified. The time remains the same.

Item No. 2 SECTION 00310 – BID SCHEDULE, **Delete and replace** with the attached SECTION 00310 – BID SCHEDULE, Labeled Addendum No. 1 and dated November 6, 2012. Clarification was made to Additive Alternate 1 Pay Item 2204.1A. This is a deductive pay item, and the unit price amount must match the amount bid in Pay Item 2204.1 of the Base Bid.

Item No. 3 SECTION 00500 AGREEMENT, was inadvertently left out of the printed bid documents, but it is included in the online .pdf bid documents. It is included in this addendum with one change: Article 7. Contract Documents; insert the following bullet after "Alaska Labor Standards, Reporting..."

➤ Permits (page 00852-1 and all attachments)

Item No. 4 Special Provisions, SECTION 01010 – SUMMARY OF WORK, PART 1 – GENERAL
1.4 CONTRACTOR USE OF PROJECT SITE, **Add** Paragraph B. as follows:

“Contractor may use the existing driveway and Juneau-Douglas Wastewater Treatment Plant (JDWWTP) roadways for initial access to the site (equipment mobilization, fueling, maintenance, etc.) and for hauling out of cleared waste material for disposal. Access through the JDWWTP is NOT available for hauling in of imported material (select borrow, shot rock, C1, filter rock, armor rock, etc.). Contractor shall construct and use the project’s access road to haul in imported material. Contractor shall place barriers (parked equipment, barricades, chains, etc.) as needed at the new driveway to project’s access road to prevent after hours vehicle access from Thane Road, through the construction site and into the JDWWTP.”



By: _____
Jennifer Mannix,
Contract Administrator

Total number of pages contained within this Addendum: 10

SECTION 00310 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
1570.1	Erosion and Sediment Control	Lump Sum	All Req'd	Lump	Sum		
2201.1	Clearing and Grubbing	Lump Sum	All Req'd	Lump	Sum		
2202.1	Excavation	CY	5,984				
2202.2	Shot Rock Borrow	CY	3,517				
2202.3	Selected Borrow	CY	496				
2202.4	Sideslope and Ditch Grading	Lump Sum	All Req'd	Lump	Sum		
2202.5	Individual Mining Plans	Lump Sum	All Req'd	Lump	Sum		
2202.6	Mining Area Restoration and Road Cleaning Guarantee - Lemon Creek Borrow Pit	Contingent Sum	All Req'd	Contingent	Sum	5,000	00
2202.7	Mining Area Restoration and Road Cleaning Guarantee - Stabler's Point Rock Quarry	Contingent Sum	All Req'd	Contingent	Sum	5,000	00
2204.1*	Modified C-1 Base Course	CY	1,545				
2205.1	Filter Rock	CY	186				
2205.2	Armor Rock Riprap	CY	375				
2501.1	12-Inch Pipe Culvert	LF	87				
2501.2	18-Inch Pipe Culvert	LF	10				
2501.3	24-Inch Pipe Culvert	LF	68				
2501.4	36-Inch Pipe Culvert	LF	234				
2502.1	Storm Drain Manhole, Type I	Each	1				
2502.2	Storm Drain Manhole, Type V	Each	1				
2702.1	Construction Surveying	Lump Sum	All Req'd	Lump	Sum		
2707.1	Removal of Chain Link Fence	LF	321				
2707.2	Six Foot Chain Link Fence	LF	434				
2707.3	Chain Link Fence Cantilever Sliding Gate	Lump Sum	All Req'd	Lump	Sum		
2707.4	Traffic Barrier Gate	Lump Sum	All Req'd	Lump	Sum		
2709.1	Topsoil	CY	182				

COMPANY NAME _____

SECTION 00310 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
2710.1	Seeding, Hydraulic Method	SU	6				
2714.1	Filter Fabric	SY	1,600				
2716.1	Remove and Dispose of Storm Drainage Pipe	Lump Sum	All Req'd	Lump	Sum		
2718.1	Road Marker	Each	58				
3302.1	Concrete Area Drain	Each	1				
3302.2	Concrete Headwall w/Trashrack	Each	2				

TOTAL BASE BID: _____

ADDITIVE ALTERNATE No. 1

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
2204.1A*	Modified C-1 Base Course Quantity Adjustment	CY	-824			-()
2204.2A	2-Inch Minus Shot Rock w/Base Course	CY	583				
2801.1A	A.C. Pavement, Type II-A, Class B	Ton	565				

* Unit Price for Pay Item 2204.1A must be the same amount bid for Pay Item No. 2204.1 in the Base Bid. If the amounts are not the same, the Bid will be considered non-responsive. This is a deductive pay item.

TOTAL ADDITIVE ALTERNATE No. 1: _____

TOTAL BASE BID AND ADDITIVE ALTERNATE No. 1 _____

COMPANY NAME _____

SECTION 00500 - AGREEMENT

THIS AGREEMENT is between THE CITY AND BOROUGH OF JUNEAU (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled **Contract No. E13-151 Downtown Snow Storage Site Facility.**

The WORK is generally described as follows: This Project consists of the construction of a snow storage site on the southeast portion of the Juneau-Douglas Wastewater Treatment Plant Site between Thane Road and Gastineau Channel. The WORK consists of clearing the site, an access road and turnaround area, new storm drainage structures, conduit, and trash racks, use of useable excavation material and imported borrow to construct the snow storage pad subbase, perimeter berm, and treatment pond, surfacing the snow storage pad with modified C-1 base course material, placement of rip rap material along the face of the perimeter berm, construction of a treatment pond and rock weir, development and maintenance of a Storm Water Pollution Prevention Plan (SWPPP), demolition and replacement of chain link fencing, installation of access gates, placement of topsoil and seeding, and miscellaneous related WORK. Additive Alternate involves asphalt concrete pavement of the access road.

The WORK to be paid under this contract shall include the following: Base Bid and Additive Alternate 1 as shown in Section 00310 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME.

All WORK shall be completed by August 1, 2013.

ARTICLE 3. DATE OF AGREEMENT

The date of this Agreement will be the date of the last signature on page three of this section.

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **\$450** for each Day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **Contract No. E13-151 Downtown Snow Storage Site Facility**, those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

SECTION 00500 - AGREEMENT

The total amount of this contract shall be _____ (\$ _____),
except as adjusted in accordance with the provisions of the Bid Documents.

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00005-1, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1 to 00310-2, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-6, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Permits (page 00852-1 and all attachments)
- Standard Details (page 00853-1).
- Special Provisions (pages 1 to 33, inclusive)
- Standard Specifications for Civil Engineering Projects and Subdivision Improvements
December 2003 with current Errata Sheets.
- Drawings consisting of 15 sheets, as listed in the Table of Contents.
- Addenda numbers ____ to ____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings

SECTION 00500 - AGREEMENT

indicated in the General Conditions.

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 monies that may become due and monies 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.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below by OWNER.

OWNER:

CONTRACTOR:

City and Borough of Juneau

(Company Name)

(Signature)

(Signature)

By: Kimberly A. Kiefer, City & Borough Manager
(Printed Name)

By: _____
(Printed Name, Authority or Title)

Date: _____

CONTRACTOR Signature Date: _____

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

155 South Seward Street

Juneau, Alaska 99801

907-586-0873 907-586-4530
(Telephone) (Fax)

(Telephone) (Fax)

(E-mail address)

Contractor License No. _____

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Corporation)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the
_____ a corporation existing under the laws of
the State of _____, held on _____, 20____, the following resolution
was duly passed and adopted:

“RESOLVED, that _____, as _____ President
of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND
BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the
Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed
of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____ day of _____, 20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____ a partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this partnership and that the execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Joint Venture)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the

State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this joint venture and that the execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary

(SEAL)

END OF SECTION