January 13, 2020

ADDENDUM #3

TO CONTRACT DOCUMENTS FOR:  Project #CP191921 – Gas Turbine Building - Chilled Water Plant Addition

ADVERTISEMENT DATE:  December 3, 2019

PREPARED FOR:  The Curators of the University of Missouri

425 South Woods Mill Rd, Suite 300
Chesterfield, MO 63017
(314) 682-1500

The contract documents for the above noted project and the work covered thereby and herein modified.

PROJECT MANUAL:

1) In Addendum 2, Section 3.c.(8) of the Bid for Lump Sum Contract was modified, but the entire form was not included in the addendum. This Addendum #3 includes that form, which should have been included in Addendum #2. (Only section 3.c.(8) has been modified in this bid form. This section is in regards to the unit pricing for rock excavation.)
SECTION 1.A

BID FOR LUMP SUM CONTRACT

Date: ____________________

BID OF __________________________
(hereinafter called "Bidder") a corporation* organized and existing under laws of the State of __________________________
a partnership* consisting of __________________________,
an individual* trading as __________________________,
a joint venture* consisting of __________________________.

*Insert Corporation(s), partnership or individual, as applicable.

TO: Curators of the University of Missouri
c/o Assistant Vice Chancellor – Facilities
Room L100, General Services Building
University of Missouri – Columbia
Columbia, MO 65211

1. Bidder, in compliance with invitation for bids for construction work in accordance with Drawings and Specifications prepared by Burns & McDonnell, entitled "Gas Turbine Building – Chilled Water Plant Addition", project number CP191921, dated November 22, 2019 having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below.

Prices shall cover all expenses, including taxes not covered by the University of Missouri’s tax exemption status, incurred in performing work required under Contract documents, of which this Bid is a part.

Bidder acknowledges receipt of following addenda:

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<tr>
<th>Addendum No.</th>
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<td>Addendum No.</td>
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2. In following Bid(s), amount(s) shall be written in both words and figures. In case of discrepancy between words and figures, words shall govern.

3. BID PRICING

   a. Base Bid:
   The Bidder agrees to furnish all labor, materials, tools, and equipment required to construct a new chilled water production plant addition to the existing Gas Turbine Building and install all associated equipment, electrical, HVAC, piping, and buried utilities; all as indicated on the Drawings and described in these Specifications for sum of:

   __________________________ DOLLARS ($ ________________________).

   b. Additive Alternate Bids:

   Above Base Bid may be changed in accordance with following Alternate Bids as Owner may elect. Alternates are as described in Section 1.H of Project Manual. Alternates are written in a priority order, but Owner is not required to accept or reject in order listed. This is a one (1) contract project, therefore, Alternates shall be studied by each Bidder to determine effect on Bids of Contractor and each
Subcontractor and/or Material supplier.

(1) **Additive Alternate No. 1: Add Chiller 5**
(Briefly describe work included in Alternate) All for sum of:
Install Chiller 5, Primary Pump 5, Tower Pump 5, Loop Pump 4, and all associated accessories and appurtenances as indicated on design drawings

$\ldots$ DOLLARS ($\ldots$).

(2) **Additive Alternate No. 2: Cooling Tower 2 PVC Fill and Drift Eliminator Replacement**
(Briefly describe work included in Alternate) All for sum of:
Remove and replace existing PVC fill media and drift eliminators for existing cooling tower 2.

$\ldots$ DOLLARS ($\ldots$).

c. Unit Prices:

(1) For changing specified quantities of work from those indicated by Contract Drawings and Specifications, upon written instructions of Owner, the following Unit Prices shall prevail in accordance with General Conditions.

(2) The following Unit Prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover all work.

(3) The following Unit Prices are required where applicable to particular Base Bid and/or Alternate being submitted.

(4) Only a single Unit Price shall be given and it shall apply for either MORE or LESS work than that indicated on Drawings and called for in Specifications as indicated to be included in Base Bid and/or Alternates. In the event that more or less units than so indicated is actually furnished, Change Orders will be issued for increased or decreased amounts as approved by the Owner.

(5) Bidder understands that the Owner will not be liable for any Unit Price or any amount in excess of Base Bid and any Alternate(s) accepted at time of award of Contract, except as expressed in written Change Orders duly executed and delivered by Owner's Representative.

(6) Unsuitable material below the subgrade of footings, grade beams, utility trenches, and utility tunnels, proper disposal of unsuitable material, and replacement with satisfactory materials. NOTE: All excavation above subgrade is unclassified and shall be included in base bid as unsuitable material. Subgrade and unsuitable material are defined in Section 31 20 00 – Earth Moving.

Unsuitable Material Excavation
Base Bid quantity = 3300 cu. yd. $\ldots$/cu. yd.

(7) Drilled Pier Excavation and proper disposal of excavated materials. Note: Unclassified excavation and rock excavation are defined in Section 31 63 29 – Drilled Shaft Foundations.

Unclassified Excavation
Base Bid quantity = 480 l.f. $\ldots$/l.f.

Rock Excavation
Base Bid quantity = 800 cu. yd. $\ldots$/cu.yd.
4. PROJECT COMPLETION

a. Contract Period - Contract period begins on the day the Contractor receives unsigned Contract, Performance Bond, Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Bidder agrees to complete project by May 1, 2021. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder.

b. Commencement - Contractor agrees to commence work on this project after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed Contract documents listed in paragraph 4.a. above.

d. Special scheduling requirements: Special scheduling requirements are defined in the Special Conditions.

5. SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each shall be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid For Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If acceptance/non-acceptance of Alternates will affect designation of a subcontractor, Bidder shall provide information, for each affected category, with this bid form. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state. The bidder may petition the Owner to change a listed subcontractor only within 48 hours of the bid opening. See Information For Bidders Section 16 List of Subcontractors for requirements.

<table>
<thead>
<tr>
<th>Work to be performed</th>
<th>Subcontractor Name, City, State</th>
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<tbody>
<tr>
<td>Mechanical</td>
<td></td>
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<tr>
<td>Electrical</td>
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<td>Controls</td>
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6. SUPPLIER DIVERSITY PARTICIPATION GOALS

a. The Contractor shall have a goal subcontracting with Minority Business Enterprise (MBE) of **TEN PERCENT (10%)**; Women Business Enterprise (WBE), Disadvantage Business Enterprise (DBE), and/or Veteran Owned Business of **TEN PERCENT (10%)**; and with Service Disabled Veteran Owned Business (SDVE) of **THREE PERCENT (3%)** of awarded contract price for work to be performed.

b. Requests for waiver of this goal shall be submitted on the attached Application For Waiver form. A determination by the Director of Facilities Planning & Development, UM, that a good faith effort has not been made by Contractor to achieve above stated goal may result in rejection of bid.
c. The Undersigned proposes to perform work with following Supplier Diversity participation level:

MBE PERCENTAGE PARTICIPATION: _________________________________ percent (_______%)

WBE, DBE, and/or VETERAN PERCENTAGE PARTICIPATION: _________________________________ percent (_______%)

SDVE PERCENTAGE PARTICIPATION: _______________________________________ percent (_______%)

d. A Supplier Diversity Compliance Evaluation form shall be submitted with this bid for each diverse subcontractor to be used on this project.

7. BIDDER'S ACKNOWLEDGMENTS

a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required thereunder, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.

b. Bidder agrees that bid shall not be withdrawn for a period of sixty (60) days after scheduled closing time for receipt of bids.

c. Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in bidding.

d. Accompanying the bid is a bid bond, or a certified check, or an irrevocable letter of credit, or a cashier's check payable without condition to "The Curators of the University of Missouri" which is an amount at least equal to five percent (5%) of amount of largest possible total bid herein submitted, including consideration of Alternates.

e. Accompanying the bid is a Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. Owner does not maintain Bidder's Statements of Qualifications on file.

f. It is understood and agreed that bid security of two (2) lowest and responsive Bidders will be retained until Contract has been executed and an acceptable Performance Bond and Payment Bond has been furnished. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance/Payment Bond as required by Contract Documents, accompanying bid security will be realized upon or retained by Owner. Otherwise, the bid security will be returned to the undersigned.

8. BIDDER'S CERTIFICATE

Bidder hereby certifies:

a. His bid is genuine and is not made in 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 or corporation.

b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

c. He has not solicited or induced any person, firm or corporation to refrain from bidding.

d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.

e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.

f. By virtue of policy of the Board of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined or grown within the State of Missouri. By virtue of policy of the Board of Curators, preference will also be given to all Missouri firms, corporations, or individuals, all as more fully set forth in "Information For Bidders."
9. **BIDDER'S SIGNATURE**

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
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<tr>
<td>Mailing Address</td>
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<td>City, State, Zip</td>
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<tr>
<td>Phone No.</td>
<td>Federal Employer ID No.</td>
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<tr>
<td>Fax No.</td>
<td>E-Mail Address</td>
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<tr>
<td>Circle one:</td>
<td>Individual</td>
</tr>
<tr>
<td>If a corporation, incorporated under the laws of the State of__________</td>
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<tr>
<td>Licensed to do business in the State of Missouri?</td>
<td>yes</td>
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</table>

(Each Bidder shall complete bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Bidder's Statement of Qualifications.")

**END OF SECTION**