



LETTER OF TRANSMITTAL

DATE: January 14, 2020
TO: All Prospective Bidders & MoDOT
FROM: Andy Macias, P.E.
RE: South Main Mill and Overlay STP-9900(130) – Maryville, Missouri
Addendum No. 1
CONTENT: The following is Addendum No. 1 for the above reference project. **Please complete the confirmation portion from this addendum and fax it back to our office at (816) 364-6086 or scan and email to akatakis@snyder-associates.com** to ensure that you have received the addendum.

**CONFIRMATION OF RECEIPT
ADDENDUM NO. 1**

This is to confirm that we did receive Addendum No. 1 for the above referenced project on this _____ day of _____, 2020.

Company: _____

By: _____

Addendum No. 1**South Main Mill and Overlay STP-9900(130)
Maryville, Missouri**

All Prospective Bidders:

The contract documents are hereby amended in the following particulars only. All other terms and conditions remain unchanged.

A. SPECIFICATIONS

1. Replace original specification pages 1, 5, 31 & 32 with specifications pages, 1A, 5A, 31A & 32A, which reflects the proposed work to read:

“South Main Mill and Overlay from Lincoln Street to Halsey Street and associated work”

The above interpretations and alterations are hereby made a part of the contract documents and supersede all other addenda or interpretations.

Issued this Fourteenth (14th) day of January 2020.

SNYDER & ASSOCIATES



Andy Macias, P.E.

INVITATION TO BID

Sealed proposals, addressed to:

**City of Maryville
415 N Market
Maryville, MO 64468**

and endorsed "Proposal" for constructing Project STP-9900(130), South Main Mill and Overlay, Maryville, Missouri, will be received by the Maryville City Hall until Friday, February 14th, 2020 at 10:00AM at the office of Maryville City Hall, 415 N. Market, Maryville, MO, 64468 and at that time will be publicly opened and read.

The proposed work includes:

South Main Mill and Overlay from Lincoln Street to Halsey Street and associated work.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Maryville City Clerk, at (660) 562-8001 or through Missouri Relay System, TDD 7-1-1, at least five (5) working days prior to the bid opening you plan to attend.

The wage rates applicable to this project have been predetermined as required by the law and are set forth in the bid proposal. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-581;76 Stat. 357) and implementing regulations.

On all federal-aid projects, the contractor's attention is directed to Title 23, CFR, titled *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described in the Missouri Standard Specifications for Highway Construction-2019., Section 106.9.

The City of Maryville 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.

Plans and specifications may be inspected at the office of the City Clerk and complete instructions of bidders and proposal blanks may be obtained from Snyder & Associates, 802 Francis, St. Joseph, MO 64501 (816-364-5222) upon the receipt of Forty dollars (\$40). **Payment is non-refundable.** Only contractors who have paid for plans and specifications and are listed on the plan holders list will be eligible to bid.

Missouri Law, 292.675 RSMO, requires the awarded 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 operator,

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Maryville, 415 N. Market, Maryville, Missouri 64468 for the proposed work will be received by the City of Maryville until 10:00A.M. (prevailing local time) on Friday, February 14th, 2020, at the office of the Maryville City Hall, 415 N. Market, Maryville, Missouri 64468 and at that time will be publicly opened. Bids should be delivered to: City of Maryville, 415 N. Market, Maryville, Missouri, 64468.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

South Main Mill and Overlay from Lincoln Street to Halsey Street and associated work.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2019," and "Missouri Standard Plans for Highway Construction, 2019", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2019 Missouri Std. Plans
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Maryville" and the term "Engineer" is a reference to the Engineer of Record from Snyder & Associates, Inc.

2010 ADA Standards for Accessible Design

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and 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:

Calendar Days: 60 days

(4) **LIQUIDATED 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 per day \$ 500/calendar day

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION:

South Main Mill and Overlay from Lincoln Street to Halsey Street and associated work.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date for this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2020

CITY OF MARYVILLE

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the ____ day of _____, 2020.

By _____

Title _____

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Maryville, (hereinafter referred to as the Owner) and _____ of _____, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

South Main Mill and Overlay from Lincoln Street to Halsey Street and associated work.

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum

S&A Project No. 119.0328.11