City of Salisbury
Edison Avenue & Weber Avenue
Sidewalk Improvements Project
TAP 9901(269)
MECO Project No. 365-006
September 12, 2025

ADDENDUM NO. 1

TO: Prospective Bidders and Others Concerned

The original plans, specifications and contract documents remain in full force and effect except as revised by the following changes, which take precedence over any wording to the contrary in the contract documents.

This addendum shall be attached to the bidder's proposal and contract documents and acknowledged on the bid form as having been received.

Item #1: Specifications: Delete the Advertisement for Bids sheet in its

entirety and replace it with the attached Advertisement for Bids sheet noting "Addendum No. 1" in the top right corner. Please understand the bid opening date has changed.

Item #2: Specifications: Delete the Notice to Contractors section in its

entirety and replace it with the attached Notice to

Contractors noting "Addendum No. 1" in the top right corner. Please understand the bid opening date has changed.

END OF ADDENDUM NO. 1

Don J. Jenkins, P.E. #2020000059



ADDENDUM NO. 1 RECEIVED A	ND ACCEPTED BY:	
Signature	Company	 Date

BID ADVERTISEMENT EDISON AVENUE & WEBER AVENUE SIDEWALK IMPROVEMENT PROJECT

Sealed bids for MoDOT TAP-9900(269)) for the construction of the Edison Avenue & Weber Avenue Sidewalk Improvement Project, will be received by the City of Salisbury, 128 W 2nd Street, Salisbury, MO 65281, until 10:00 am on October 14, 2025, and at that time will be publicly opened and read aloud. All should be on the forms included in the contract specifications.

The proposed work includes: Sidewalk improvements South side of E 2nd St from S Grand Ave. to S Weber Ave. Then, continues on West side of S Weber Ave. from E 2nd St. to E 6th St. Also includes sidewalk improvements West of S Edison Ave. from W Front St. to W 2nd St. Installation of approximately 1,900 total linear feet of 5' wide, ADA compliant sidewalk.

Copies may be obtained at the office of MECO Engineering Co., 2701 Industrial Drive, Jefferson City, MO 65109. Digital copies will be available at no charge via email request to mecojc@mecoengineering.com. If you prefer paper copies, there will be a nonrefundable charge of \$100.00 per set.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work in a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

The City of Salisbury, 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.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

The award of Contracts on this project shall be predicated upon competitive bidding, with award being made to the lowest responsive, responsible bidder.

A certified or cashier's check, or a Bid Bond in the amount of five percent (5%) shall be submitted with each proposal.

The contract DBE goal for the amount of work to be awarded is 4% of the total federal project price.

The <u>City of Salisbury</u> reserves the right to reject any and all bids.

No 2nd tier subcontracting will be allowed on this project.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, October 2025 Edition, including all revisions. The contractor questionnaire must be on file seven (7) days prior to bid opening.

All qualifications must be completed PRIOR to bid opening. The bidder qualification language can reside in the bid proposal as long as the bidders are informed PRIOR to bid opening in the notice to contractors. In short, the prequalification language can be in both the notice/advertisement and the bid proposal but the language is required to be in the notice and is optional for the bid proposal.

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Salisbury, 128 W 2nd Street, Salisbury, MO 65281, for the proposed work will be received by the City of Salisbury until 10:00 a.m. on October 14 2025, at the office of the City of Salisbury, 128 W 2nd Street, Salisbury, MO 65281, and at that time will be publicly opened. Bids should be delivered to: City of Salisbury, 128 W 2nd Street, Salisbury, MO 65281.

- (1) PROPOSED WORK: The proposed work, hereinafter called the work, includes: Sidewalk improvements South side of E 2nd St from S Grand Ave. to S Weber Ave. Then, continues on West side of S Weber Ave. from E 2nd St. to E 6th St. Also includes sidewalk improvements West of S Edison Ave. from W Front St. to W 2nd St. Installation of approximately 1,900 total linear feet of 5' wide, ADA compliant sidewalk.
- (2) <u>COMPLIANCE WITH CONTRACT PROVISIONS</u>: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction", 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

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 Salisbury" and the term "Engineer" is a reference to the Engineer of Record from MECO Engineering Co., Inc.

The contracting authority for this contract is City of Salisbury, MO.

(3) <u>PERIOD OF PERFORMANCE:</u> 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: 180

Completion Date: FEB 2nd, 2026

(4) <u>LIQUIDATED DAMAGES</u>: 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 \$ 700

(5) <u>BID GUARANTY</u>: The bidder shall submit a Bid Guaranty in the amount of 5% made out to the City of Salisbury. 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

- **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anticollusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.
- (7) <u>ANTIDISCRIMINATION:</u> The Contracting Authority hereby notifies all bidders that it will affirmatively insure 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.
- **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.
- (9) PREVAILING WAGE (FEDERAL AND STATE): This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents 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.

(10) WORKER ELIGIBILITY REQUIREMENTS: Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

$\underline{http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf}$

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc 1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

- OSHA TEN HOUR TRAINING REQUIREMENTS: Missouri Law, 292.675 RSMO, requires any 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 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 awarded contractor and its subcontractor(s) shall require all such employees to complete this tenhour 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 Contracting Authority 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.
- (12) <u>BUY AMERICA REQUIREMENTS:</u> Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

https://www.fhwa.dot.gov/construction/cqit/buyam.cfm

(13) <u>ADDENDUM ACKNOWLEDGEMENT:</u> The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14)	SIGNATURE AND IDENTITY OF		
inform	ation is correct and that (if not signing with	n the intention to bind themse	elves to become the responsible and sole
bidder)	they are the agent of, and they are signing	g and executing this, as the b	id of
			, which
is the c	orrect LEGAL NAME		
	 a) The organization submitting this bier individuals or corporations, and whether king the appropriate box below. 		
	sole individual	☐ partnership	☐ joint venture
	corporation, incorporated under laws	of state of	<u>.</u>
	b) If the bidder is doing business under	a fictitious name, indicate b	elow by filling in the fictitious name

Executed by bio	lder this	_ day of		20			
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Signature of Bio	dder's Owner, O	fficer, Partner or Au	ıthorized Aş	gent			
Please print or t	ype name and ti	tle of person signing	g here				
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Secretary of Co	rporation if Bido	ler is a Corporation					
Affix Corporate	e Seal (If Bidder	is a Corporation)					
partners, joint v by sections 417 procure a certific copy of such reg	entures, or corpo .200 to 417.230 licate of authority gistration of ficti	ess under a fictitious oration, and registrat RSMo. If the bidder to do business in Matious name or certificortation Commission	tion of fictit is a corpora lissouri, as i icate of auth	ious name fil ation not org required by s cority to do b	led with the anized under section 351.5 usiness in M	secretary of r the laws of 572 et seq RS Iissouri shall	state, as required Missouri, it shal SMo. A certified
Specifications" under "Busines	ne Missouri Hig which are availa s with MoDOT"	By submitting this behavior and Transpable on the Missour "Standards and Spat 1000 hours per s	portation C i Departmer pecifications	ommission's nt of Transpo ". The num	s "General ortation web	Provisions page at ww	and Supplements.modot.mo.go

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

SUBCONTRACTOR DISCLOSURE: Requirements contained within Sec 102.7.8 of the

(18) <u>MATERIALS INSPECTIONS</u>: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

Missouri Standard Specification for Highway Construction shall be waived for this contract.

(16)

(19) PRIME CONTRACTOR REQUIREMENTS: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) SALES AND USE TAX EXEMPTION: City of Salisbury, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(21) (a) ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL: Bidders have
the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14. The bidder must
mark the box below for those items of work in which they choose to accept the provision. No price adjustments will
be made, due to fuel price changes, for bidders who do not accept this provision.
Excavation Production Asphalt Production Asphalt Hauling
Concrete Paving Production Concrete Paving Hauling Aggregate Base Hauling
(b) ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL
COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX: Bidders
have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index
and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box
below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a
quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons, the Seal Coat Provision
applies only to projects that have a quantity that exceeds 50,000 square yards, the Underseal Provision applies only to
any projects that have a quantity that exceeds 10,000 gallons, and the UBAWS Membrane provision applies only to
projects that have a quantity that exceeds 5,000 square yards. The above quantity limits apply to an individual project
or any number of projects in the contract combination.
Asphalt Cement Seal Coat Underseal UBAWS Membrane
(22) CONTRACTOR'S QUESTIONNAIRE: Sec 102.2 of the Missouri Standard Specifications for
Highway Construction will be <u>waived</u> for this project.

(23) STANDARDIZED CHANGE CONDITION CLAUSES:

- (1) <u>Differing site conditions.</u> (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)
- (2) <u>Suspensions of work ordered by the engineer.</u> (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (3) <u>Significant changes in the character of work.</u> (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- **(B)** When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.
- **(b)** The provisions of this section shall be governed by the following:
- (1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail, and such clause or clauses need not be made applicable to Federal-aid highway contracts.
- (2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other

applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002; 81 FR 86943, Dec. 2, 2016]

<u>ITEMIZED BID:</u> The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows: