

November 3, 2023

Pemiscot County Port Authority
John Ferguson II
2353 N. State Hwy D
Hayti, MO 63851

BIDDING ADDENDUM 2

For work titled:
Pre-Engineered Metal Building Erection & Foundations

Project Number / Client Number: 19-0025

TO ALL BIDDERS

GENERAL NOTES

This addendum is issued for the purpose of clarifying the intent of the contract documents or for making necessary corrections, deletions, and/or additions to the documents on all items of discrepancy raised up to the time of the issuance of this addendum.

Each bidder is hereby instructed and authorized to incorporate into his proposal the instructions contained in this addendum. This addendum forms a part of the bidding and contract documents and modifies the original bidding documents, dated October 24, 2023. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

This addendum consists of fifteen (15) – 8-1/2" x 11" pages and two (2) 22"x34" Plan Sheet "FP001" & Plan Sheet "FP002"

Summary of Revisions to Plans and Specifications:

The following is a summary of the revisions included in Addendum 2 and is not intended to enumerate all modifications. Refer to the "Project Manual" and "Project Plans" sections below and attachment herein for additional and detailed information.

1. The project competition timeline is 60 calendar days from notice to proceed.
2. The current Annual Wage Order 30 for Pemiscot County will be applicable to labor on this project.
3. The walk doors will be provided by the owner for installation by the contractor, Section 081113 will control hardware and installation requirements.
4. The contractor shall provide and install a 3" building insulation package, with minimum R-10 value.
5. The owner will provide a location near the contract site to dispose of clean concrete demolition debris.
6. The plumbing rough-in drawing have been modified and include some basic dimensions.
7. No overhead doors will be provided or installed; delete all references from the plans and specs.

PROJECT MANUAL

Section 004200 Bid Proposal: replace this section in its entirety with the attached, revised section.

**Pemiscot County Port Authority
Pre-Engineered Metal Building Erection & Foundations**

19-0025

Addendum 2
Caruthersville, MO

Section 005200 Contract Agreement: replace this section in its entirety with the attached, revised section.

Section 007343 Wage Rate Requirements: replace this section in its entirety with the attached, revised version.

Section 011100 Summary of Work: replace this section in its entirety with the attached, revised version.

Section 081113 Hollow Metal Doors and Frames: Revise to remove references to provide overhead doors and operators.

PROJECT DRAWINGS/PLANS:

Replace Plan Sheet FP001 with the attached and revised Sheet FP001, dated 11/03/2023

Add Plan Sheet FP002, dated 11/03/2023 to the bid documents.

All other terms and conditions of the Project Manual and Drawings shall remain unchanged.

END OF ADDENDUM 2

RETURN WITH BID

**SECTION 004200
 BID PROPOSAL**

TO: **Pemiscot County Port Authority** Hereinafter Called "OWNER"

PROPOSAL OF: _____
 (Name and Address of Bidder)

FOR Pre-Engineered Metal Building Erection & Foundations

1. The paving section plan for the proposed improvement were prepared by a concrete contractor as directed by the owner.
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further declares that the Bidding and Contract Documents, and the following Addenda, receipt of all which is hereby acknowledged,

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

have been carefully examined, the site(s) of the proposed work inspected in detail and the undersigned is familiar with all local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

4. The undersigned further understands and agrees, if this proposal is accepted, to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to install all of the materials specified in the contract, in the manner and at the time prescribed, and in accordance with the requirements therein set forth.
5. The undersigned further understands and agrees that payment will be made on a **Lump Sum** bid basis for the work specified herein.
6. The undersigned further agrees to the fullest extent permitted by law, to waive any claim it has or may have against the OWNER, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.
7. The undersigned further agrees that the OWNER may at any time during the progress of the work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item and which are not included under the bid price for other items in this contract, shall be performed as extra work, in accordance with ARTICLE 11 of the General Conditions.

RETURN WITH BID

8. The undersigned further agrees to execute a contract for this work and present the same to the OWNER within fifteen (15) days after the date of notice of the award of the contract to him.
9. The undersigned further agrees to execute and present within fifteen (15) days after the date of Notice of the Award, a performance and payment Bond or other specified Security, satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
10. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and performance and payment Bonds or specified Securities, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within **(60)** consecutive calendar days after the "Notice to Proceed" date, unless additional time shall be granted by the OWNER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty but as damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
11. Accompanying this proposal is a bid bond, bank cashier's check, or certified check, in the penal sum of five percent (5%) of the total bid price, as provided in paragraph 8.0 (Bid Security) of the Instructions to Bidders, made payable to the Pemiscot Port Authority Treasurer of Caruthersville, Missouri. The amount of the bid deposit is:

\$ _____ DOLLARS (\$ _____)

Words

Figures

If this proposal is accepted and the undersigned shall fail to execute a contract and performance and payment Bond or other specified Security as required herein, it is hereby agreed that the amount of the bid deposit shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said contract and contract bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

**ATTACH BANK CASHIER'S CHECK, OR
CERTIFIED CHECK HERE - OR
INCLUDE BID BOND WITHIN PROPOSAL
FORM**

RETURN WITH BID

12. The below is a schedule of approximate project quantities that can aid the contractor in the development of their Lump Sum Bid Price. Each item should be considered approximate and it will be the contractor's responsibility to determine the exact unit quantity.

APPROXIMATE SCHEDULE OF QUANTITIES

NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Mobilization	1	LS
2	Demolition and Site Preparation	1	LS
3	Cast-in-Place Foundations for PEMB	1	LS
4	Plumbing Rough in for Future Bathrooms	1	LS
5	Erection of PEMB (building provided by owner)	1	LS
6	Installation of all Walk Doors	1	LS
7	Site Cleanup and Seeding	1	LS
8	Install 4" PVC Cleanout	1	EA
9	Provide & Install Building Insulation Package (3"), R10 min.	1	EA

13. The undersigned Contractor hereby proposes to provide removal of the existing highway/rail crossing, furnishing, and proper installation of proposed crossing improvements at the location shown in accordance with the Contract Documents for the following **LUMP SUM PRICE:**

\$ _____ DOLLARS (\$ _____)

RETURN WITH BID

BIDDING SIGNATURE FORM

Complete this form and submit with the bid documents.

(If an individual) Signature of Bidder _____ (SEAL)

Business Address _____

(If a co-partnership)

Firm Name _____

Signed by _____ (SEAL)

Business Address _____

(Insert Names and _____
Addresses of all _____
Members of the _____
Co-Partnership _____

Bidding Signature and Certification Form (Cont'd.)

(If a Corporation)

Corporate Name _____

(Corporate Signed by _____
(SEAL)

Business Address _____

(Insert Names of _____ President
Officers) _____ Secretary
_____ Treasurer

SIGNED and SWORN to before me

this _____ day of _____, 20_____.

(NOTARY SEAL)

Notary Public

END OF SECTION 004200

**SECTION 005200
CONTRACT AGREEMENT**

This CONTRACT made and entered into this _____ day of _____, 20__ by and between _____ hereinafter called the CONTRACTOR and Pemiscot County Port Authority, hereinafter called the OWNER, WITNESSETH, that the CONTRACTOR and the OWNER for the consideration hereinafter named therefore contract and agree as follows:

1. Scope of Work:

The CONTRACTOR shall furnish all labor, equipment, and machinery and perform all of the work necessary to complete the specified, **Pre-Engineered Metal Building Erection & Foundation** dated **October 2023** all as shown in these bid documents and in accordance with the terms of the Contract Documents.

2. Time of Completion and Liquidated Damages:

The work as shown on the Plans and described in the Specifications shall be substantially completed as defined in Article 15 of the EJCDC General Conditions, within **(60)** consecutive calendar days after the "Notice to Proceed" date. The Contractor agrees to pay as liquidated damages the OWNER a sum of **\$500** for each consecutive calendar day thereafter for each day that expires after the specified time until the work is substantially complete.

3. Contract Sum:

The OWNER shall pay the CONTRACTOR for the performance of the Contract the sum of

_____ DOLLARS

_____ CENTS (\$ _____)

4. Progress Payment: Retainage:

The OWNER shall make progress payments on the amount or percentage of Work completed to date, as requested on the basis of CONTRACTOR's Applications for Payment and in accordance with Article 15 of the General Conditions.

There shall be retained from the amount so determined, for the first 50% of the total Work, a sum of 10% until issuance of Substantial Completion. After 50% or more of the Work, the Owner may at his/her discretion reduce the retainage to 5% of the amount of Work completed. Upon issuance of Substantial Completion, the retainage shall be reduced to an amount equal to a maximum of 5% of the Work completed.

5. Acceptance and Final Payment:

Final Payment shall be due thirty (30) days after completion and acceptance of the work, provided the contract be then fully performed, subject to the provisions of Article 15 of the General Conditions.

6. Contract Documents:

Contract Documents are as noted in the General Conditions.

In Witness Whereof, the parties hereto execute this Contract this _____
day of _____ A.D., 20_____.

(If an individual, partnership, or non-incorporated organization)

Signature of Contractor _____

By _____

Title _____

Address _____

Names and Addresses of Members of the Firm _____

(If a Corporation)

Signature of Contractor _____

By _____

Title _____

Business Address _____

Incorporated under the laws of the State of _____

President _____

Name Address

Secretary _____

Name Address

Treasurer _____

Name Address

OWNER:

By _____ (SEAL)
Name Title

ATTEST:

By _____ (Clerk or Notary Public)

END OF SECTION 005200

SECTION 007343
WAGE RATE REQUIREMENT

The successful bidder and his subcontractors will be required to pay not less than the Prevailing Wage Rate for workmen engaged in work under this contract in accordance with Section 290 RSMo.

The current Annual Wage Order for Pemiscot County, Annual Wage Order #30, is attached to this section.

It is the responsibility of the Contractor to insure compliance and obtain the current Missouri Division of Labor Standards Annual Wage Order that includes hourly rates, overtime rates, and all required fringe benefit rates. If the Missouri Division of Labor Standards Annual Wage Order is revised during the term of this contract, the revised rate shall apply to this contract.

The **Construction Safety Training Act** contains provisions requiring all contractors and subcontractors who enter into contracts with public bodies for construction of public works to train their on-site employees regarding the potential hazards they may encounter while working on the project. The training may be accomplished by providing a standard OSHA 10 Hour Construction course or similar program provided it is as stringent as the OSHA 10-hour program **and** approved by the Division of Labor Standards ("Division").

END OF SECTION 007343

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 078
PEMISCOT COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$20.27*
Boilermaker	\$20.27*
Bricklayer	\$20.27*
Carpenter	\$49.27
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$48.38
Plasterer	
Communications Technician	\$20.27*
Electrician (Inside Wireman)	\$79.98
Electrician Outside Lineman	\$20.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$20.27*
Glazier	\$20.27*
Ironworker	\$20.27*
Laborer	\$41.75
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$20.27*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$20.27*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.97
Plumber	\$20.27*
Pipe Fitter	
Roofer	\$20.27*
Sheet Metal Worker	\$74.70
Sprinkler Fitter	\$20.27*
Truck Driver	\$20.27*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
PEMISCOT County

Section 078

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$20.27*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$20.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.80
General Laborer	
Skilled Laborer	
Operating Engineer	\$62.69
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$20.27*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**SECTION 011100
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Use of premises / permits.
 - 3. Owner's occupancy requirements.
 - 4. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Pemiscot County Port Authority – Pre-Engineered Metal Building Erection & Foundations (October 2023)
 - 1. Project Location: East of the city of Hayti in Pemiscot County, Missouri
- B. Owner: Pemiscot County Port Authority
 - 1. Owner's Representative: John Ferguson II, Executive Director
- C. The Work consists of the following:
- D. The scope of work includes the partial demolition of an existing cast-in-place building foundation and floor slab; rough in of plumbing for future bathrooms and kitchen areas; cast-in-place reinforced concrete foundations, floor slabs, and stoops; excavation and backfilling; erection of a pre-engineered metal building (PEMB) per the manufacturers requirements and contract documents (building to be provided by the owner); provide and install one (1) 16'x16' and one (1) 18'x18' steel commercial insulated overhead door with electric operator, remote control(s), and manual override opening/closing chain type operator (coordinate with owner); install three (3) 36" steel insulated commercial walk doors (doors provided by owner); provide and install all overhead and walk door hardware, locks and appurtenances; provide and install building insulation package (3" insulation all around, obtain from building manufacturer) and all other work and appurtenances as specified, detailed and required.
- E. Project will be constructed under a single prime contract.

1.3 USE OF PREMISES / PERMITS

- A. General:
 - 1. The Pemiscot County Port Authority will obtain a State of Missouri Highway Construction Permit for the proposed rail crossing improvements on the state right of way. The highway permit will be required prior to any work being completed on site. The contractor shall adhere to all requirements set forth in the highway permit.
 - 2. Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.4 SPECIFICATION FORMATS AND CONVENTIONS

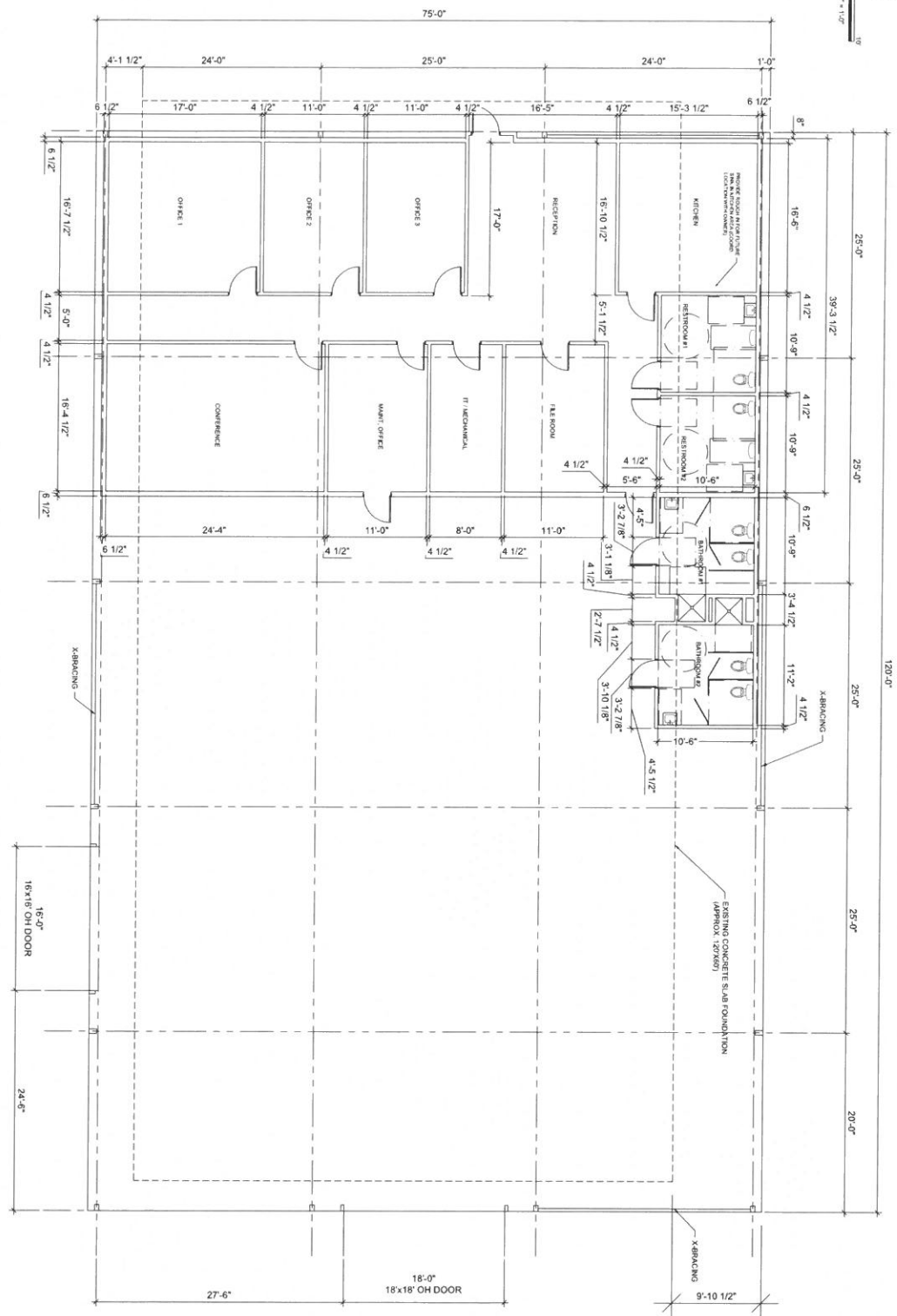
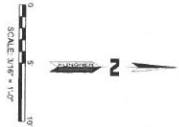
- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011100

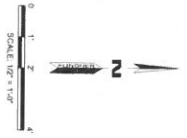


NON-REGISTERED SCALE: 1/8" = 1'-0" PROJECT NO. 2023-001 SHEET TITLE: FUTURE LAYOUT FOR PLUMBING ROUGH IN DRAWING ASSIGNED DATE: 1/20/23 SHEET NO. 1 OF 1 PROJECT NO. FPP001	
DESIGNED BY: [Blank] CHECKED BY: [Blank]	DRAWN BY: [Blank] CHECKED BY: [Blank]

NEW STORAGE/OFFICE BUILDING
PEMISCOT COUNTY PORT AUTHORITY
CARUTHERSVILLE, MO 63830

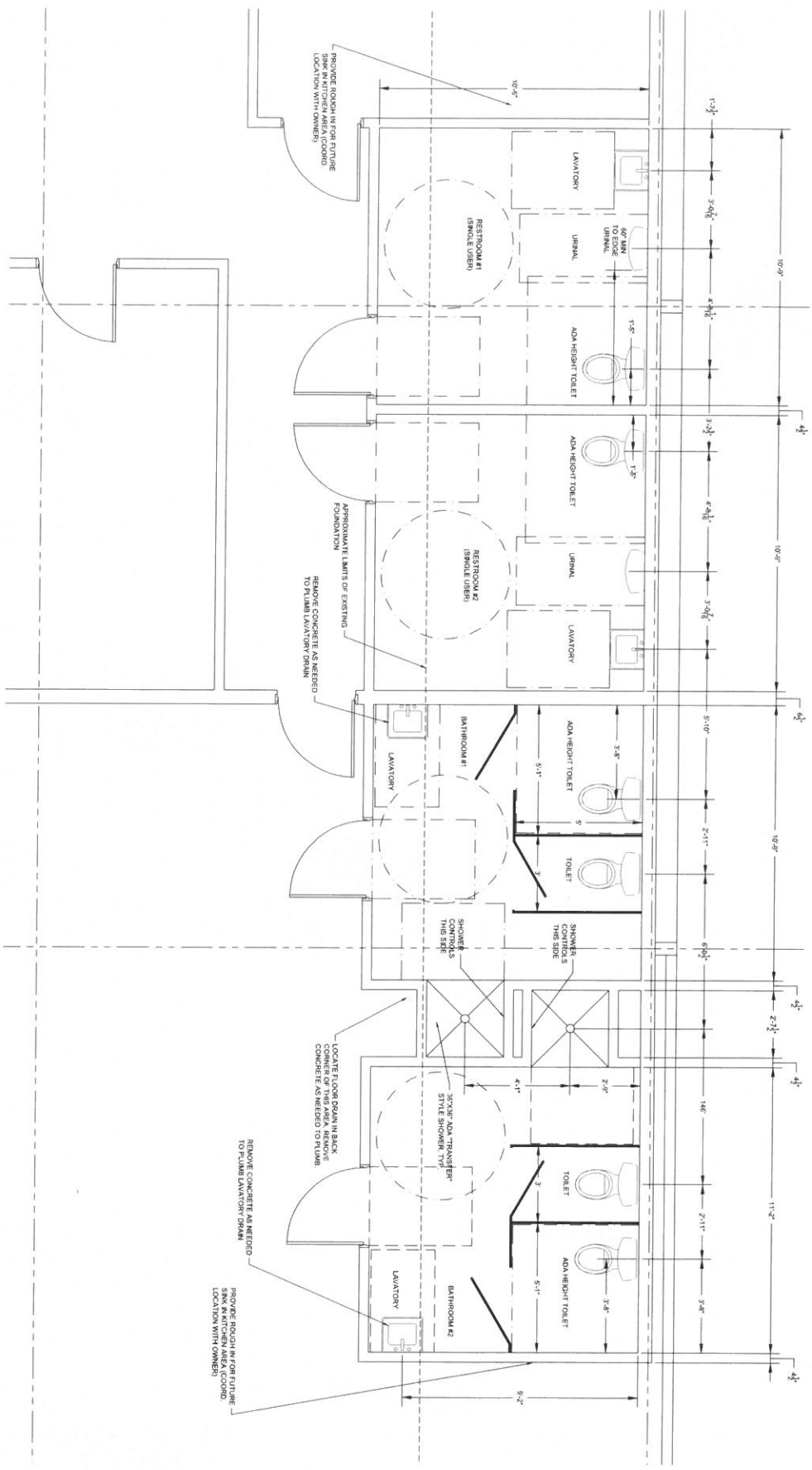
PRELIMINARY NOT FOR CONSTRUCTION
 REVISION: 0000000000
 REVIEW FLOOR PLAN

KLINGNER & ASSOCIATES, P.C.
 Engineers • Architects • Surveyors
 www.klingner.com
 Carbondale, Illinois
 Quincy, IL • Hannibal, MO
 Burlington, IA • Calmar, IA • Pella, IA
 Columbia, MO • Des Moines, IA
 2150 West Main St.
 618.331.4050



RESTROOM #1 & 2 NOTES:
 EACH RESTROOM SHALL HAVE ONE WALL MOUNT LAVATORY, ONE ADA HEIGHT TOILET, AND ONE ADA HEIGHT URINAL.
 ADA CLEARANCES AS REQUIRED SHALL BE PROVIDED. COORDINATE FINAL LAYOUT AND LOCATIONS WITH OWNER.
 PROVIDE FLOOR DRAIN IN EACH RESTROOM. FIELD LOCATE.

BATHROOM #1 & 2 NOTES:
 EACH BATHROOM SHALL HAVE ONE WALL MOUNT LAVATORY, TWO (2) ADA HEIGHT TOILETS, AND ONE ADA HEIGHT SHOWER.
 ADA CLEARANCES AS REQUIRED SHALL BE PROVIDED. COORDINATE FINAL LAYOUT AND LOCATIONS WITH OWNER.
 PROVIDE FLOOR DRAIN IN EACH BATHROOM. FIELD LOCATE.



PROVIDE ROUGH IN FOR FUTURE SINK IN KITCHEN AREA (COORD. LOCATION WITH OWNER)

APPROXIMATE LIMITS OF EXISTING FOUNDATION REMOVE CONCRETE AS REFERRED TO PLUMB LAVATORY DRAIN

LOCATE FLOOR DRAIN IN BACK CORNER OF THIS AREA REMOVE CONCRETE AS REFERRED TO PLUMB

REMOVE CONCRETE AS REFERRED TO PLUMB LAVATORY DRAIN

PROVIDE ROUGH IN FOR FUTURE LOCATION WITH OWNER

PROJECT NO.	1000000
DATE	1/10/2023
DRAWING REVISION DATE	
PROJECT NAME	RESTROOM & BATHROOM ROUGH IN DIMENSIONS
SHEET NO. & FIELD NO.	FP002
DESIGNED BY	
CHECKED BY	
DATE	
PROJECT LOCATION	
PROJECT OWNER	
PROJECT ADDRESS	
PROJECT PHONE	
PROJECT FAX	
PROJECT EMAIL	
PROJECT WEBSITE	
PROJECT URL	

NEW STORAGE/OFFICE BUILDING
PEMISCOT COUNTY PORT AUTHORITY
CARUTHERSVILLE, MO 63830

PRELIMINARY NOT FOR CONSTRUCTION

TITLE SHEET
 REVIEW FLOOR PLAN
 20230523

KLINGNER & ASSOCIATES, P.C.
 Engineers • Architects • Surveyors
 www.klingner.com
 Carbondale, Illinois
 2150 West Main St.
 518.331.4050

Quincy, IL
 Hannibal, MO
 Burlington, IA
 Cambridge, IA
 Columbia, MO
 Des Moines, IA