

NOTICE TO CONTRACTORS

Sealed Bids for **Traffic Signal Interconnect on Cleaver II Blvd from Benton Blvd to 35th St, CMAQ-3476(402), 89004732** will be received by General Services Department at City Hall, 1st Floor, Room 102W, **414 E 12th St**, Kansas City, Missouri, 64106 until 2:00 P.M., December 15, 2015 at which time bidding will be closed.

All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.

All Bids shall be addressed to **Manager of Procurement Services**, shall state on the outside of the sealed Bid envelope "Bid Enclosed", title and Project number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of Kansas City, Missouri (OWNER).

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

Installed fiber optic cable to coordinate traffic signals along Cleaver II Blvd from Benton Blvd to 35th St

This is a public improvement project funded in part with Federal funds known as:

Traffic Signal Interconnect on Cleaver II Blvd from Benton Blvd to 35th St
Federal Project Number: CMAQ-3476(402)
City Project Number: 89004732

(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 requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), Standard Specifications and Design Criteria apply as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri, the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and "Missouri Standard Plans for Highway Construction, 2009", 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 APWA-KCMO Standard Specifications, as revised, unless otherwise noted.

In the event of conflicts or discrepancies among the specifications, interpretations will be based on the following order: APWA-KCMO, Missouri Standard Specifications for Highway Construction, 2011 edition, and then Missouri Standard Plans for Highway Construction, 2009 edition.

The City's current standards can be found online under the Kansas City Public Works Department website under "Public Works Design & Construction Standards."

<http://www.kcmo.org/CKCMO/Depts/PublicWorks/PublicWorksDesignConstructionStandards/index.htm>

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 October 2009 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 Kansas City,” and the term “Engineer” is a reference to the Engineer of Record from the City of Kansas City.

(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 Article 14 of Section 700 (“General Conditions”) of this contract:

Final Completion Calendar Days: 160 calendar 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 Article 14 of Section 700 (“General Conditions”) of this contract:

A. If the Work is not completed, in accordance with Paragraph 14.04, on or within the period stated in Paragraph 12.01 B.1, CONTRACTOR shall pay to CITY the amount of Seven Hundred (\$700) as liquidated damages and not as a penalty for each Calendar Day until the Work is complete. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.

B. If the Work is not completed and ready for final payment in accordance with Paragraph 14.07, within the period stated in Paragraph 12.01 B.2, CONTRACTOR shall pay to CITY the amount of Seven Hundred (\$700) as liquidated damages and not as a penalty for each Calendar Day until the Work is completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.

(5) **BID GUARANTY:** All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier’s Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier’s Check or a Certificate of Deposit shall be payable to the City Treasurer.

(6) **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 anti-collusion), 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) **ANTIDISCRIMINATION:** 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.

(8) **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. 22”, 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:

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.

(11) **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 ten-hour 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) **BUY AMERICA REQUIREMENTS:** 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, and 23 CFR 635.410 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. 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:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** Bidders must acknowledge that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Refer to Bid Form/Contract, form 00410, for Acknowledgement of Addenda.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** Refer to Bid Form/Contract, form 00410.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

(18) **PRIME CONTRACTOR REQUIREMENTS:** In accordance with Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a), the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. 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.

(19) **SALES AND USE TAX EXEMPTION:** The City of Kansas City, Missouri, 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.

(20) **REQUIRED CONTRACT SUBMISSIONS:** The following are the documents Contractors will be required to submit in order to enter into a contract with the City:

- a) Documents required at the time of Bid:
 1. Form 00410 – Bid/Form Contract
 2. Form 00412 – Unit Prices
 3. Form 00420 – Alternates (if any)
 4. Form 00430 – Bid Bond
 5. Anti-Collusion Statement

- b) Bidder is required to deliver or fax to the Contract Administrator **by 4:00 p.m. within three (3) business days after the bid** opening the following documents:
 1. DBE Submittal Forms (page 1 of 3; page 2 of 3; and page 3 of 3)
 2. Subcontractor Certification Regarding Affirmative Action (Prime Contractor must execute this Certification and obtain an executed Certification from each proposed subcontractor)
 3. Certification that Contractor is not Excluded from State or Federal Programs (Prime Contractor must execute this Certification and obtain an executed Certification from each proposed sub-contractor)

(21) **INDEMNIFICATION – CITY OF KANSAS CITY:** The contract documents contain a requirement that Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

(22) **INDEMNIFICATION – STATE OF MISSOURI:** The contract documents contain a requirement that Contractor shall indemnify, defend and hold harmless the Missouri Highways and Transportation Commission (MHTC) and the Missouri Department of Transportation (MoDOT) and their MoDOT KCMO Federal Project Bid Proposal Boilerplate 061213

respective employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

(23) SIGNATURES: Each copy of the Bid Form/Contract must be signed and properly dated by the following, as applicable:

Limited Liability Company:

- a member of the limited liability Company authorized to sign on behalf of the company.

Partnership:

- a partner authorized to sign on behalf of the partnership.

Sole Proprietor:

- the proprietor.

Joint Venture: the parties to the Joint Venture authorized to sign on behalf of each party to the Joint Venture, or a person authorized by each party to the Joint Venture to sign on behalf of all parties to the Joint Venture.

Corporation:

- a corporate office authorized to sign on behalf of the corporation. Corporation's seal must be attached to the signature.

(24) Disadvantaged Business Enterprises (DBE) Program Requirements: To be eligible for this Project a Bidder must (1) meet the qualifications of the MRCC DBE Directory, (2) be certified and registered in the current DBE directory of . MRCC DBE Directory For this Project the DBE goal is (11%). The DBE Forms and Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

(25) Schedule of participating DBE's: By submitting its Bid, Bidder is agreeing that for each DBE, the applicable value and percentage of labor, materials, and services involved in the Work as compared to the entire Contract price contained in this Bid is set forth in the attached schedule of Participating DBE's submitted by Bidder.

(26) ADDITIONAL INSURANCE: - Reserved

(27) PROPERTY INSURANCE: CONTRACTOR shall not be required to purchase and maintain property insurance on the Work at the Site. Article 5, Paragraph 5.06, Property Insurance, Paragraph A of the Contract General Conditions is deleted.

(28) SUBCONTRACTORS:

The following Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) are to be submitted to CITY for acceptance, on or before the date stated.

(29) SUBSTITUTES AND "OR-EQUAL" ITEMS: Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A of the Contract General Conditions is amended by adding the following at the end of Paragraph A.1:

Proposed "or-equal" items must be submitted to CITY at least 7 days prior to Bid date at the following address:

Traffic Operations Center
5310 Municipal Ave
Kansas City, Missouri 64120

Attn: Sam Akula, Project Manager

Only Bidders may submit proposed "or-equal" items and such items must require no change in related Work. Acceptance by CITY of any proposed "or-equal" items will be made by Addendum only.

Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A of the Contract General Conditions is amended by adding the following at the end of Paragraph A.2:

Proposed substitute items must be submitted to CITY's Representative not later than Seven (7) days prior to the time the item is to be incorporated into the Work. Only CONTRACTOR may submit proposed substitute items, and such items must be submitted to CITY's Representative on the standard City form 01630 - Substitution Request. Acceptance by CITY of any proposed substitute item will be made by Change Order.

(30) RESERVED

ITEMIZED BID: The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows: