



## ADDENDUM NUMBER 2

Project Number 89008112

Project Title Street Improvements on North Brighton from Missouri Highway 210 to Parvin Road - Fed No. STP-3400 (422)

County Clay

ISSUE DATE: 9/14/2012

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on TUESDAY, 9/25/2012, are amended as follows:

### Bidding Requirements

1. Delete 00130 Invitation to Bid and Replace with the attached 00130 Invitation to Bid - Addendum 2.
2. Delete 00210 Instructions to Bidders and Replace with the attached 00210 Instructions to Bidders - Addendum 2.
3. Delete 00410 Construction Bid Form Contract/Acceptance of Bid and Replace with the attached 00410 Construction Bid Form Contract/Acceptance of Bid - Addendum 2.

### Contracting Requirements

1. Delete 00800 Construction Supplementary Conditions and Replace with the attached 00800 Construction Supplementary Conditions - Addendum 2.

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.**



## INVITATION TO BID

Project Number: 89008112

Project Title: North Brighton Avenue  
Missouri Highway 210 to Parvin Road Roadway Improvements

Grant No. Fed No. STP-3400 (422)

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The **General Services Department** of Kansas City, Missouri will receive sealed Bids until 2:00 PM, on **September 25, 2012** at City Hall, 414 East 12<sup>th</sup> Street, First Floor, Room 102W, Kansas City, Missouri, 64106, for **Project No. 89008112 – Street Improvements on North Brighton Avenue from Missouri Highway 210 to Parvin Road - Fed No. STP-3400 (422)**. Bids will be opened after that time at the same location.

Bidding Documents will be available online to all interested parties at the Kansas City, Missouri Plan Room, <http://www.kcmoplanroom.org>. All addenda will be posted at this location. Any document or plan may be viewed or downloaded from this location.

This project is funded in part with funds offered by the Missouri Department of Transportation (MoDOT). The City of Kansas City, Missouri, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises (DBE's) 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 or national origin in consideration for an award. **A Twelve Percent (12%) DBE Goal and Two (2) OJT Goal has been selected for this project.**

**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](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **2 slots** at 1000 hours per slot.

The following Title VI Civil Rights Assurances notification must be included in the invitation to bidders in the front of all bid proposals and in any magazine advertisements, newspaper advertisements, invitations for bids mailed to prospective bidders and suppliers, and any other means of obtaining submission of bids for work or materials. "The County/City/Organization of Kansas City, Missouri, 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."

***"Section 102.2 of the Missouri Standards Specifications for Highway Construction will be waived for this project."***

Contractor must have a fully responsive questionnaire on file 7 days prior to bid opening as per MoDOT Spec 102.2. (found on MoDOT site, Bidding and Contracting, Contract Prequalification).

*All Prime Contractors must be on MoDOT's Approved Contractor Listing 7 days before bid opening and DBE Sub-Contractors must be on the MRCC DBE Directory prior to Bidding.*

Prior to Bidding, all Prime Contractors must be approved by MoDOT and on MoDOT's Prime Contractors Listing and the Subcontractors utilized for DBE Goals must appear on the MoDOT/Kansas City Approved DBE List and on the MoDOT DBE Directory located at [http://www.modot.mo.gov/business/contractor\\_resources/bid\\_opening\\_info/bidGenInfo.shtml](http://www.modot.mo.gov/business/contractor_resources/bid_opening_info/bidGenInfo.shtml)

Contractors must not be suspended or disbarred by the federal government as indicated at the "Excluded Parties Listing System at <http://www.epls.gov> .

Forward all questions in writing to the following Project Manager and Contract Administrator.

Damon L. Hodges  
Project Manager  
Public Works Department  
414 East 12th Street, City Hall 18th Fl  
Kansas City, MO 64106  
(816) 513-0019 Phone  
(816) 513-2760 Fax  
E-mail: [Damon.Hodges@kcmo.org](mailto:Damon.Hodges@kcmo.org)

George H. Goodale, CPPO, M.P.A.  
Contract Administrator  
General Services Department Procurement  
414 East 12th Street, City Hall 17th Fl  
Kansas City, MO 64106  
(816) 513-2624 Phone  
(816) 513-2812 Fax  
E-mail: [George.Goodale@kcmo.org](mailto:George.Goodale@kcmo.org)

View all procurement and contracting opportunities at <http://www.kcmo.org>



# INSTRUCTIONS TO BIDDERS

Project Number: 89008112

Project Title: North Brighton Avenue  
Missouri Highway 210 to Parvin Road Roadway Improvements

Grant No. Fed No. STP-3400 (422)

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1. Sealed Bids for **Project No. 89008112 – Street Improvements on North Brighton Avenue from Missouri Highway 210 to Parvin Road - Fed No. STP-3400 (422)** will be received by the *General Services Department* until 2:00 P.M., **September 25, 2012** at which time bidding will be closed.

- a. 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.
- b. All Bids shall be addressed to the **Manager of Contract Administration, 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).

2. Consideration of Bids

- a. **The contract will be awarded to “lowest, responsive, responsible bidder.”** The City will determine the lowest and best Bid. The City may reject any or all bids. If the City rejects all Bids, the City may: (1) resolicit Bids following the City’s normal solicitation procedure; or (2) solicit Bids only from those Bidders that submitted a Bid pursuant to the original solicitation; or (3) use an expedited Bid submission schedule with or without readvertising or issuing any other public notice when the City determines that the delay from the normal City solicitation procedure would not be in the City's best interests.

3. Evidence of Competency to Perform Each bidder shall furnish with the bid satisfactory evidence of Bidder’s competency to perform the proposed work. Such evidence of competency shall consist of the following:

- a. Form 00410.01 Experience Reference Summary for similar projects performed within the past 5 years including reference information.

4. Required Submittal

(A) Bidder is required to submit the following **at the time of bid**:

- (1) **00515.01 Employee Eligibility Verification Affidavit** executed by **Prime Contractor**;
- (2) Photocopy of E-Verify **Memorandum of Understanding** that **Prime Contractor** has received from the US Department of Homeland Security verifying enrollment in the program. For assistance, contact E-Verify Operations at 888-464-4218 or [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm) ;
- (3) **00800.18.04 Anti-Collusion Statement** executed by **Prime Contractor**;
- (4) **00800.18.05 Subcontractor Certification Regarding Affirmative Action** executed by **Prime Contractor**;

- (5) **00800.18.06 Certification That Contractor Is Not Excluded From State Or Federal Programs** executed by **Prime Contractor**.

(B) Bidder is required to deliver or fax to **Contract Administrator by 4:00 PM within three (3) business days after the bid opening** the following documents:

- (1) **00515.01 Employee Eligibility Verification Affidavit** executed by **Subcontractor**;
- (2) Photocopy of E-Verify **Memorandum of Understanding** that **Subcontractor** has received from the US Department of Homeland Security verifying enrollment in the program. For assistance, contact E-Verify Operations at 888-464-4218 or [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm);
- (3) **00800.18.03 DBE Submittal Forms** executed by **Prime Contractor**;
- (4) **00800.18.05 Subcontractor Certification Regarding Affirmative Action** executed by **Subcontractor**;
- (5) **00800.18.06 Certification That Contractor Is Not Excluded From State Or Federal Programs** executed by **Subcontractor** ;

5. **Waiver of Bid Requirements** The City Manager or his delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's Code of Ordinances when it finds failure to grant the waiver will result in an increased cost to the City and the waived requirement would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.

6. **Late Bids** Bids and modifications of Bids received after the exact hour and date specified for receipt will not be considered unless: (1) the Bid is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Bid will be delivered to the City prior to the submission deadline; or (2) if the Bid is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or (3) the Bid is timely delivered to the City but is at a different City location than that specified in this IFB; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Bidders meeting the deadline.

7. **Interpretations and Addenda** All questions about the meaning or intent of the Bidding Documents may be directed to the Project Manager listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

8. **Bid Security Requirements** 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.

9. **Forfeiture of Security** If a Bidder fails or refuses to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages.

10. **Mistake in Bid Security** By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. When such a mistake occurs and a Bidder fails or

refuses to correct the mistake or execute the Contract when requested by the City, any Bid security shall be forfeited to the City and the Bidder shall also be subject to debarment and damages.

11. Bids that Exceed the Engineer's Estimate The City may offer the apparent lowest and best Bidders the option of performing the Work for the Engineer's estimate for the Project with no changes to the Bid requirements or scope of the Project if the Bid is not more than five percent higher than the Engineer's estimate.

12. Post Bid Required Submissions The successful Bidder will be required to submit the following documents with the signed copies of the Bid Form/Contract or within the timeframes specified in the Notice of Intent to Contract letter. Copies of the City's forms that the successful Bidder will be required to sign are bound into this Project Manual for information:

- a. Properly signed, dated, and sealed **Performance Bond** and **Payment Bond** in the full amount of the contract; and a properly signed, dated, and sealed **Maintenance Bond** in the full amount of the work associated with the non-participating work (water main construction);
- b. Properly completed certificates of insurance;
- c. Copies of licenses required by the City to do the Work;
- d. A copy of CONTRACTOR's current Certificate of Good Standing or Fictitious Name Registration from the Missouri Secretary of State, or other acceptable proof.

13. Indemnification – City of Kansas City. The contract documents contains 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.

14. Indemnification – State of Missouri. The contract documents contains 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 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.

15. Affirmative Action It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.. If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at [www.kcmo.org](http://www.kcmo.org).

16. Tax Clearance Bidder will be required to furnish to OWNER sufficient proof from City's Commissioner of Revenue, verifying that Bidder is in compliance with the license and tax ordinances administered by City's Revenue Division as a precondition to OWNER making its first payment under any CONTRACT over \$127,000.01. Bidder will also be required to obtain proof of City tax compliance from all of its Subcontractors prior to the Subcontractors performing any Work.

17. Substitutions or "Or-Equal" Items The procedure for submission of substitutions or "or-equal" items is set forth in the General Conditions and Supplementary Conditions.

18. Prevailing Wage Requirements The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination set forth in the Project Manual. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

19. Disadvantaged Business Enterprises (DBE) Program Requirements To be eligible for this Project a Bidder must (1) meet the qualifications of the *Missouri Department of Transportation (MoDOT)* (2) be certified and registered in the current MRCC DBE Directory. **A Twelve Percent (12%) DBE Goal and Two (2) OJT Goal has been selected for this project.** The DBE Forms and Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

**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](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **2 slots** at 1000 hours per slot.

20. 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.

21. Subcontractors, Suppliers and Others

a. If the Contract Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to City, the apparent lowest and best Bidder, and any other Bidder so requested, shall submit to City a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier or organization if requested by City. If City has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, City may request the apparent lowest and best Bidder to submit an acceptable substitute without an increase in Bid price.

b. By submitting its Bid, Bidder agrees that it has read and understands all the provisions of General Condition No. 6.07, Concerning Subcontractors, Suppliers and Others, and that it will comply with all those provisions including but not limited to mandatory mediation of disputes and the prohibition against paid-if-paid and paid-when-paid contract clauses. It is the City's expectation that all Subcontractors and Suppliers will be treated fairly and in good faith by the successful Bidders and that the successful Bidder will make all reasonable efforts to resolve contract disputes with a Subcontractor or Supplier in a prompt and fair manner. If the City is notified by a Subcontractor or Supplier of a contract claim with the successful Bidder, City will notify the successful Bidder and will request prompt resolution of the claim. City will provide any such Subcontractor or Supplier information regarding mandatory mediation as well as a copy of the Payment Bond. City may notify the Surety that City has taken cognizance of such claim.

c. In accordance with the Missouri Prompt Payment Act, City reserves the right to withhold payment(s) in good faith from the successful Bidder due to: i)the successful Bidder's failure to comply with any material provision of the contract; ii)third party claims filed or reasonable evidence that a claim will be filed; iii)the successful Bidder's failure to make timely payments for labor, equipment or materials; or iv)for damage to a Subcontractor or Supplier.

d. The provisions of GC 6.07 are a material term of the Contract with the City and failure by the successful Bidder to comply with the provisions of this section will be taken into consideration by City in making the determination of lowest and best bidder in any subsequent City contracts.

22. **On-Site Inspection** The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety.

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. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than **ten (10)** days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Damon L. Hodges  
Project Manager  
Public Works Department  
414 East 12th Street, City Hall 18th Fl  
Kansas City, MO 64106  
(816) 513-0019 Phone  
(816) 513-2760 Fax  
E-mail: [Damon.Hodges@kcmo.org](mailto:Damon.Hodges@kcmo.org)

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*For persons with disabilities needing reasonable accommodations please contact Robert Rives at 816-513-2532. If you need to use the Relay Service, please dial 711.*



CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

## BID FORM/CONTRACT

Project Number: 89008112

Project Title: North Brighton Avenue Missouri Highway 210  
to Parvin Road Roadway Improvements

Grant No. Fed No. STP-3400 (422)

1. Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, this Bid Form/Contract will become the Contract between Bidder and CITY for Bidder to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including general construction work at the price(s) stated below, which stated sums include fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.
2. Bidder agrees the Contract Documents will comprise the entire agreement between CITY and Bidder. The Contract Documents are identified in the General Conditions and are incorporated into and made part hereof this Bid Form/Contract by reference.
3. Bidder agrees that if this Bid Form/Contract is executed by CITY, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the CITY to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.
4. The Bid Price(s) shall be shown in numeric figures only.

**TOTAL BASE BID IN NUMERIC FIGURES**                      \$ \_\_\_\_\_

5. The undersigned Bidder has given CITY'S Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager or by the DESIGN PROFESSIONAL is acceptable to Bidder.
6. The undersigned Bidder agrees that this Bid shall remain subject to selection by CITY, and may not be withdrawn for ninety (90) days after the day Bids are opened.
7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.
8. Form 00412 Unit Prices contains prices included in the Base Bid, and is incorporated into this Bid. Form must be completed and returned with this Bid.

Bidder: \_\_\_\_\_

9. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum Number	Dated	Addendum Number	Dated
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: (Specify) \_\_\_\_\_

**BIDDER**

Legal name & address of Bidder, person firm, partnership, corporation, or association submitting Bid:

\_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 Cell No: \_\_\_\_\_  
 Facsimile No: \_\_\_\_\_  
 Bidder's E-Mail: \_\_\_\_\_  
 \_\_\_\_\_  
 Federal ID. No. \_\_\_\_\_

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

Bidder: \_\_\_\_\_

**ACCEPTANCE OF BID**

CITY, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the Parties.

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a maximum amount of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_ ). The Contract Price includes:

00412 Unit Prices, included in the Bid, a copy of which is attached

*Monthly Asphalt Cement Average Price at Time of Bid - \_\_\_\_\_*

By executing this Bid Form/Contract, CITY accepts Bidder's offer for the Contract Price stated above and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties

\_\_\_\_\_  
City of Kansas City, Missouri (OWNER or City)

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Director of Finance (Date)



## SUPPLEMENTARY CONDITIONS

Project Number: 89008112

Project Title: North Brighton Avenue Missouri Highway 210  
to Parvin Road Roadway Improvements

Grant No. Fed No. STP-3400 (422)

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These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

**SC-2.03 A.** Article 2, Paragraph 2.03, Copies of Documents, is amended by deleting Paragraph 2.03 A and replacing it with the following:

- A. CITY shall furnish to CONTRACTOR up to two (2) copies of the Drawings and Specifications, including Addenda.

**SC-4.02** Article 4, Paragraph 4.02, Subsurface and Physical Conditions; Subparagraphs A and B are supplemented as follows:

In the preparation of the Contract Documents, the following reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work were utilized:

1. 1. Report dated March 4, 2009, prepared by TSI Engineering Inc.; entitled Report of Subsurface Exploration and Geotechnical Engineering Evaluation, North Brighton Road Improvements, Kansas City, MO., which may be reviewed at 11<sup>th</sup> Floor Front Desk, City Hall, 414 E 12<sup>th</sup> Street Kansas City, MO 64106. The technical data contained in such report upon which CONTRACTOR may rely is the boring logs depicting geotechnical strata.

**SC- 5.01 A.** Article 5, Paragraph 5.01, Performance, Payment and Other Bonds, Subparagraph A, second sentence, is revised as follows:

These Bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall furnish the following additional Bonds, which shall remain in effect as stated.

The Contractor shall furnish a **Maintenance Bond** in the full amount of the work associated with 2420 – Non-Native Turf Seeding and Sodding; 2440 – Trees and Shrubs. This Bond shall remain in effect at least until one (1) year after the date of Substantial Completion of the Contract becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

The Contractor shall furnish a **Maintenance Bond** in the full amount of the work associated with 2430 – Native Grasses and Wildflowers Seeding; 2450 – Grasses and Perennial; 2460- Plug Plant Materials . This Bond shall remain in effect at least until two (2) years after the date of Substantial Completion of the Contract becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

The Contractor shall furnish a **Maintenance Bond** in the full amount of the work associated with the water main construction. This Bond shall remain in effect at least until three (3) years after the date when final payment of the Contract becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

**SC-5.03 A.** Article 5, Paragraph 5.03 Certificates of Insurance, Subparagraph A is amended by adding the following Subparagraph 1:

1. CONTRACTOR shall obtain evidence that all Subcontractors have in force the required coverage in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to CITY within ten (10) days after written request.

**SC-5.04 B.1.** Article 5, Paragraph 5.04, CONTRACTOR's Liability Insurance, Subparagraph B.1 is amended as follows:

With respect to insurance required by Paragraphs 5.04 A.3 through 5.04 A.5, the following additional individuals or entities shall be listed as additional insureds:

With respect to Commercial Automobile Liability Insurance and Commercial General Liability Insurance, the Missouri Department of Transportation (MoDOT), the Missouri Highways and Transportation Commission (MHTC) and each of their respective employees shall be listed as additional insureds.

**SC-5.04 C.** Article 5, Paragraph 5.04, CONTRACTOR's Liability Insurance, Subparagraph C is amended as follows:

The following additional policies of insurance are required:

Commercial Automobile Liability limits shall not be less than \$3,000,000.00.

Commercial General Liability limits shall not be less than \$3,000,000.00 for each occurrence and \$3,000,000.00 general aggregate.

The following additional policies of insurance are deleted:

- Railroad Protective Liability Insurance
- Environmental Liability Insurance
- Asbestos Liability Insurance
- Long-Shoreman's Insurance

**SC-5.06 A.** Article 5, Paragraph 5.06, Property Insurance, is amended by deleting Subparagraph A and inserting the following:

A. CONTRACTOR shall not be required to purchase and maintain property insurance on the Work at the Site.

**SC-6.01.** Article 6, Paragraph 6.01, Indemnification, is supplemented by adding Subparagraph F as follows:

F. CONTRACTOR shall defend, indemnify and hold harmless the Missouri Department of Transportation (MoDOT), the Missouri Highways and Transportation Commission (MHTC) and each of their respective employees from and against all Claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR'S Agents, regardless of whether or not caused in part by any act or omission, including negligence, of OWNER. CONTRACTOR'S obligations under this subparagraph shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. For purposes of this subparagraph, Claims as defined in subparagraph A.1 shall be expanded to also mean all claims, damages, liability, losses, costs and expenses, including court costs and reasonable attorney's fees, incurred by MoDOT and MHTC.

**SC-6.06 A.1** Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A is amended by adding the following at the end of Paragraph A.1:

Proposed "or-equal" items must be submitted to CITY at least 14 days prior to Bid date at the following address:

Public Works Department  
414 East 12<sup>th</sup> Street, City Hall 18<sup>th</sup> Floor  
Kansas City, Missouri 64106  
Attn: Damon Hodges, 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.

**SC-6.06 A.2.** Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A 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 21 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.

**SC-6.07 J** Article 6, Paragraph 6.07, concerning Subcontractors, Suppliers and Others, is supplemented by adding Subparagraph J as follows:

CONTRACTOR shall perform with its own organization Work amounting to not less than 30% of the total Contract Price. "Its own organization" shall be construed to include only workers employed and paid by the CONTRACTOR and equipment owned or rented by the CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the CONTRACTOR.

**SC-6.07 K** Article 6, Paragraph 6.07, concerning Subcontractors, Suppliers and Others, is supplemented by adding Subparagraph J as follows:

In accordance with MoDOT requirements, second tier subcontracts will not be allowed. It is the responsibility of CONTRACTOR to insure the Subcontractors do not subcontract any portion of the Work.

**SC-6.09.** Article 6, Paragraph 6.09, Permits, Subparagraph A is supplemented as follows:

CONTRACTOR shall secure a no-fee permit from the Missouri Highway and Transportation Commission's District Engineer prior to performing any work in state-controlled Right-of-Way.

CONTRACTOR will need to obtain City construction permits and licenses for work within public right-of-way no fee will be applied.

**SC-6.10.** Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraphs immediately following Subparagraph 6.10 I 2:

- a. CONTRACTOR will be required to comply with wage rates as follows:

County –Clay

Work Type:	Federal –	Heavy
	State –	Heavy

**SC-6.11.** Article 6, Paragraph 6.11, Taxes, is amended by adding the following sentence to Subparagraph 6.11 B:

- B. Tax Compliance. The following subparagraphs apply if the Contract is over \$127,000.00.

**SC-6.21 RESERVED**

**SC-8.12** Article 8, Paragraph 8.12, Visits to site, is amended by adding the following new subparagraph B immediately following Subparagraph 8.12 A:

B. Representatives of Missouri Highway and Transportation department and Federal Highway Administration may wish to inspect the work a various periods throughout the duration of the project. The contactor shall grant them access to all parts of the work at any time.

**SC-9.08 E.** Article 9, Paragraph 9.08, Limitations on DESIGN PROFESSIONAL's Authority and Responsibilities, Subparagraph E is supplemented as follows:

DESIGN PROFESSIONAL's Consultant(s), resident Project representative and assistant(s) to the resident Project representative are the following:

Consultant(s): Patti Banks and Associates (Landscape Architecture)

SK Design Group, LLC (Storm Sewer Design).

Resident Project representative: To be determined at pre-construction conference.

**SC-12.01** Article 12, Paragraph 12.01, Time of the Essence is amended by adding the following new Subparagraphs immediately following Subparagraph 12.01 A:

**B. Starting and Completion**

1. The Work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Capital Projects Department, and the Work shall be substantially complete, in accordance with Paragraph 14.04, within **600 Calendar Days** thereafter. Once the Work starts, CONTRACTOR shall continuously pursue completion of the Work.
2. The Work shall be completed and ready for final payment in accordance with Paragraph 14.07 within **45 Calendar Days** after the date of Substantial Completion of the Work.

**C. Liquidated Damages**

1. If the Work is not substantially completed, in accordance with Paragraph 14.04, within the period stated in Paragraph 12.01 B.1, CONTRACTOR shall pay to CITY the amount of **Two Thousand Eight Hundred and Twenty-Five Dollars (\$ 2,825.00)** as liquidated damages and not as a penalty for each Calendar Day until the Work is substantially complete. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.
2. 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 **One thousand four hundred and thirty-eight dollars (\$ 1,438.00 )** 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.

**SC-13.02** Article 13, Paragraph 13.02 is amended by deleting Subparagraphs D, E and F and adding the following:

D. If Laws or Regulations of any public body (including City) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish DESIGN PROFESSIONAL and CITY's Representative the required certificates of inspection or approval.

E. CONTRACTOR shall be responsible for arranging and obtaining any inspections, tests or approvals required for CITY's and DESIGN PROFESSIONAL's acceptance of materials or equipment to be incorporated into the Work, or acceptance of materials, mix designs, or



equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation into the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to CITY and DESIGN PROFESSIONAL.

F. CITY shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04 B shall be paid as provided in said Paragraph 13.04 B; and
2. as otherwise specifically provided in the Contract Documents.

**SC-13.07** Article 13, Paragraph 13.07, Correction Period, deleted

**SC-14.02 A.** Article 14, Paragraph 14.02, Application for Progress Payments, Subparagraph A is amended by deleting Item 3 and adding the following:

3. CITY shall make payments to CONTRACTOR monthly. Payments to CONTRACTOR will be made on the basis of one hundred percent (100%) of the value of the Work satisfactorily completed plus one hundred percent (100%) of the value of properly stored and insured, unused materials on hand on the Site of the Work. CITY shall not retain a percentage of each partial payment unless the City initiates retainage pursuant to Section 109.9 of the Missouri Standard Specifications for Highway Construction **2011**. All Work covered by a payment becomes CITY's property, provided that the Work paid for remains the sole responsibility of CONTRACTOR until all terms and conditions of the Contract have been met.

**SC-14.05** Article 14, Paragraph 14.05, Partial Utilization is amended by adding the following new Subparagraph A.3. immediately following Subparagraph 14.05 A.2:

3. CITY at any time may make a written request to CONTRACTOR to permit CITY to take over operation of any part of the Work although it is not substantially complete. A copy of the request will be sent to DESIGN PROFESSIONAL, and within a reasonable time thereafter CITY, CONTRACTOR and DESIGN PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not make written objection to CITY and DESIGN PROFESSIONAL that such part of the Work is not ready for separate operation by CITY, DESIGN PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such lists to CITY and CONTRACTOR. DESIGN PROFESSIONAL will also make a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which recommendation will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed DESIGN PROFESSIONAL). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

**SC-14.06** Article 14, Paragraph 14.06, Final Inspection, Subparagraph A is amended to include MoDOT and FHWA representatives to the final inspection as follows:

- A. Upon written notice from CONTRACTOR that the entire Work or an agreed upon portion thereof is complete, OWNER will make a final inspection with CONTRACTOR and representatives of MoDOT and FHWA and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**SC-18.** The General Conditions are amended by adding the following Article(s):

**ARTICLE 18-01 Missouri Standard Specifications Compliance:**

The CONTRACTOR shall comply with the following specific requirements of the Missouri Standard Specifications for Highway Construction.

1. Buy America policy.
2. Temporary Water Pollution.
3. Right to inspect work by MoDOT & FHWA statement. ( See 14.06 above )
4. Differing site conditions, Suspensions of work and significant changes in the character of work. ( See Section 00700 Construction General Conditions )

**18.02 Contract Provisions For Federal Aid Contracts.**

The Contractor shall comply with the required contract provisions for Federal-Aid Construction Contracts.

1. Certification regarding disbarment, eligibility, indictments, convictions or civil judgments.
2. Notice of requirement for Affirmative Action to ensure equal employment opportunity.
3. Standard Federal equal employment opportunity construction contract specifications.
4. Supplemental reporting requirements.
5. Certification regarding lobbying activities.
6. Non-discrimination employment provisions.
7. Operating policy statement.
8. Certification regarding Equal Opportunity and Affirmative Action in subcontracting.

**18.03 Reserved**

**18.04 Buy America Requirement**

On all federal aid projects, Contractor shall follow the requirements in Title 23 of Federal Highway Administration CFR 635.410 and **2011** Missouri Standard Specifications for Highway Construction Section 106.9.