

ADDENDUM NUMBER 1

2018 Urban Trail Phase 24

Patee Trail Phase 3

TAP-5301 (105)

Bid # 313-145

FEBRUARY 15, 2022

Please make note of all changes listed
on the attached document.

**Please be sure to acknowledge all Addenda
on the Bid Form Section 3a**

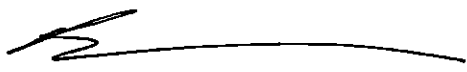
**2018 URBAN TRAIL PHASE 24
PATEE TRAIL PHASE 3
TAP-5301 (105)
ENGINEERING # 16-005
CIP # 313-145**

**ADDENDUM NUMBER 1
February 15, 2022**

Addendum Number 1 consists of the following and shall become a part of the contract documents for this project and shall be included in the bid documents.

1. Changes to the Biding Documents
 - A. Remove Bid Bond Form
 - B. Update Contract Documents Header Project Name
-

1. **Changes to the Biding Documents**
 - A. Remove the Bid Bond Form with a header of Huntoon Road Box Culvert in Section 1 after the Local Bidder Affidavit.
 - B. Remove & Replace the following contract documents:
 1. Bidders Affidavit Section 1
 2. Performance & Maintenance Bond Section 3
 3. Payment Bond Section 3



Brady McKinley, Assistant Director



Date

I further depose and state that Bidder has and will continue to comply with the Affirmative Action Plan and Minority Business Enterprise Plan of the City of St. Joseph, Missouri, as well as all Ordinances and directives of the City referring to the participation of Small, Disadvantaged, Women owned and Minority Businesses applicable to this Bid and the Contract to be awarded through this Bidding Process.

I further depose and state that Bidder agrees that any protest, controversy, dispute or claim arising from the City's Invitation to Bidders, the Bidder's submission of a bid, the City's rejection of any bid and/or the City's award of a contract on the Project identified above shall be subject to the same mediation requirements as are set forth in the General Conditions of the Contract to be awarded on that Project and further agrees that the Circuit Court of Buchanan County, Missouri shall be the exclusive forum for and have exclusive jurisdiction *over any suit filed in relation to such controversy, dispute, protest or claim.*

I further depose and state, pursuant to the provisions of the Purchasing Ordinance of the City of St. Joseph, that the undersigned, the Bidder, and all, officers, directors, employees and agents of Bidder and all subcontractors and suppliers Bidder intends to use if awarded the contract, are not currently debarred or suspended from bidding on contracts with the City of St. Joseph, nor are any such persons or companies proposed to be debarred or suspended from bidding on such contracts, nor have any such persons or companies been excluded from participating in the contract to be awarded through this bid process by any federal, state or local department or agency.

I further depose and state that neither the Bidder, nor any person who is an agent, employee or representative of the Bidder has engaged in unethical conduct as defined in the following sections of the Purchasing Ordinance of the City of St. Joseph.

Gratuities It shall be unethical for any person to offer, give, or agree to give any employee or former employee of the City, or for any employee or former employee of the City to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for filing, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

Kickbacks It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

The undersigned further warrants that he or she has the authority to execute this affidavit on behalf of the Bidder.

Signature

On this _____ day of _____, 20___, before me, a Notary Public, personally appeared _____, to me known to be the person who executed the within Bidder's Affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

My commission expires: _____

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ST. JOSEPH, MISSOURI
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
2018 URBAN TRAIL PHASE 24
PATEE TRAIL PHASE 3
TAP-5304 (105)
PROJECT # 16-005
CIP # 313-145

CONTRACTOR'S PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, a Surety company authorized, as Surety, are held and firmly bound unto the City of St. Joseph, Missouri, and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of:

_____, (\$ _____) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

Whereas the said _____ entered into a Contract with the City of St. Joseph, Missouri, bearing the _____ day of _____, 20____, wherein said _____ (Principal) undertakes and agrees to construct the following described improvements:

2018 URBAN TRAIL PHASE 24

The work will consist of demolition; clearing and grubbing; excavation; borrow; grading; pipework; concrete pavement, curbs and sidewalks; seeding and mulching; signage and pavement markings and all appurtenant work as indicated on the drawings and as specified.

The Work generally consists of demolition; clearing and grubbing; excavation; borrow; grading; pipework; bridge work; asphalt; concrete work; seeding and mulching; and all appurtenant work as indicated on the drawing and as specified.

And to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said Contract and made a part thereof.

NOW THEREFORE, the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City for the performance of all Principal's obligations under the Contract, which is incorporated herein by reference.

1. If the Principal performs all of its duties and obligations under the Contract, the Surety and the Principal shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 2.a.

2. The Surety's obligation under this Bond shall arise after:

a. The City has notified the Principal and the Surety at its address listed on the signature page below and attempted to arrange a conference with Principal and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of curing the default. If the City, the Principal and the Surety agree, the Principal shall be

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allowed a reasonable time to cure the default, but such an agreement shall not waive the City's right, if any, subsequently to declare a default; and

- b. The City has formally terminated the Contractor's right to complete or cure the default of the Contract. Such action shall not be taken earlier than twenty days after the Principal and the Surety have received notice as provided in Subparagraph 2.a.; and
- c. The City has agreed to pay the Balance of the Contract Price, if any, to the Surety in accordance with the terms of the Contract or to a Principal selected to perform the Contract in accordance with the terms of the contract with the City.

3. When the City has satisfied the conditions of Paragraph 2, the Surety shall promptly and at the Surety's expense take one of the following actions:

- a. Arrange for the Contractor, with consent of the City, to perform, complete or cure the breach of the Contract; or
- b. Undertake to perform and complete or cure the breach of the Contract itself, through its agents or through independent contractors; or
- c. Waive its right to perform, complete or cure the default of the Contract and pay to the City the penal sum stated on the Bond subject to any reduction thereof as provided in Paragraph 11.

4. If the Surety does not proceed as provided in Paragraph 3 within 30 days of City's compliance with Paragraph 2, the Surety shall be deemed to be in default on this Bond.

5. The Surety shall not be liable to the City or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the City.

6. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page.

7. Definitions

- a. Balance of the Contract Price: The total amount payable by the City to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the City in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- b. Contract: The agreement between the City and the Principal identified on the signature page, including all Contract Documents and changes thereto and including, but not limited to, all duties to correct or repair nonconforming work regardless of when such nonconforming work is discovered. Such discovery shall be limited in time only by the applicable statute of limitations on the City's right to sue on the Contract.
- c. Default: Failure of the Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

8. Every Surety on this bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent and waive notice of any addition, alteration, omission, change, or other modification of the Contract Documents which, singularly or in the aggregate, does not exceed twenty percent (20%) of the Contract Sum. Except as to increases in the Contract Sum in excess of the percentage set forth above in this Clause, any other addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on

the part of either the City or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

9. That no provision of this bond or any Contract shall be valid which limits the City's right to sue on this bond for defects in workmanship or materials not discovered or known to the City at the time such work was accepted except that provided in the Statute of Limitations applicable to suits on contracts.

10. Surety further agrees that in event of any default by the City in the performance of the City's obligations to the Principal under the contract, the Contractor or Surety shall cause written notice of such default specifying said default in detail to be given to the City, and the City shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage pre-paid, to the City.

11. Surety further agrees this Bond shall remain in effect following the date of Final Payment or the time required to resolve any items of incomplete Work and the payment of any disputed amounts for the period provided in the Statute of Limitations applicable to suits on contracts. This Bond shall be in an amount equal to the Contract Sum. The Performance and Maintenance obligations of this Bond may be reduced to fifty percent (50%) of the penal sum set forth above at the commencement of the one (1) year correction period as set forth in the Contract Documents.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

The Contract is hereby made a part of this bond.

WITNESS our hands, in duplicate, this _____ day of _____, 20_____.

Signed and sealed this _____ day of _____, 20_____.

Countersigned by:

"PRINCIPAL"

BY: _____

Surety

Attorney-In-Fact

A certified copy of the Power of Attorney of the Attorney-In-Fact is attached hereto and made a copy of this Bond.

1100 Frederick Avenue St. Joseph, Missouri 64501

Address of City

Address of Principal

Address of Surety

ST. JOSEPH, MISSOURI
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
2018 URBAN TRAIL PHASE 24
PATEE TRAIL PHASE 3
TAP-5304 (105)
PROJECT # 16-005
CIP # 313-145

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____,
a Surety company authorized, as Surety, are held and firmly bound unto the City of St. Joseph, Missouri, and
to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of:

_____, (\$ _____)

lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves,
our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

Whereas the said _____ entered into a Contract with the City of St. Joseph,
Missouri, bearing the ___ day of _____, 20____, wherein said _____ undertakes
and agrees to construct the following described improvements:

2018 URBAN TRAIL PHASE 24

**The work will consist of demolition; clearing and grubbing; excavation; borrow; grading; pipework;
concrete pavement, curbs and sidewalks; seeding and mulching; signage and pavement markings and
all appurtenant work as indicated on the drawings and as specified.**

The Work generally consists of demolition; clearing and grubbing; excavation; borrow; grading; pipework;
bridge work; asphalt; concrete work; seeding and mulching; and all appurtenant work as indicated on the
drawing and as specified.

And to faithfully perform all the terms and requirements of said contract within the time therein specified, in a
good and workmanlike manner, and in accordance with the plans and specifications attached to said Contract
and made a part thereof.

NOW THEREFORE, pursuant to the terms set forth herein, the Principal and the Surety, jointly and severally,
bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor,
materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by
reference.

1. With respect to the City this obligation shall be null and void if the Principal promptly
makes payment, directly or indirectly, for all sums due Claimants.

2. With respect to Claimants, this obligation shall be null and void if the Principal promptly
makes payment for all sums due Claimants.

3. The Surety's total obligation shall not exceed the amount of this Bond.

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4. Amounts due and payable by the City to the Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance and Maintenance Bond provided in connection with the Contract. By the Principal furnishing and the City accepting this Bond, they agree that all remaining funds due and payable by the City to the Principal in the performance of the Contract are dedicated to satisfy obligations of the Principal and the Surety under this Bond subject to the City's priority to use the funds for the completion of the work.

5. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The City shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

6. The Surety hereby waives notice of and consents to any changes, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

7. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

8. Notice to the Surety or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

9. Any provision in the Bond conflicting with any applicable law shall be deemed deleted herefrom and provisions conforming to such applicable law shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory or ordinance bond and not as a common law bond.

10. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.

11. DEFINITIONS

- a. Claimant: An individual or entity having a direct contract with a Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- b. Contract: The agreement between the City and the Contractor identified in the first page of this Bond, including all Contract Documents and changes thereto.

12. The Contract is hereby made a part of this bond.

WITNESS our hands, in duplicate, this _____ day of _____, 20____.

Signed and sealed this _____ day of _____, 20____.

Countersigned by:

"PRINCIPAL"

BY: _____
Agent Title

Surety

Attorney-In-Fact

A certified copy of the Power of Attorney of the Attorney-In-Fact is attached hereto and made a copy of this Bond.

Address of Principal

Address of Surety