

ADDENDUM NUMBER 1

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Project Title N. Oak Trafficway Reconstruction – 42nd to 46th Str	Project Title	N. Oak Trafficway Reconstruction – 42nd to 46th Street

ISSUE DATE:	06/17/2025	
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Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on <u>July 8th, 2025</u>, are amended as follows:

<u>Information to Bidders:</u> The following is provided to Bidders for information only:

Q1. Two different completion times are shown. Section 3 of the invitation to bid construction completed on December 15 th , 2025. SC-12.01.b.1 shows a subst						
	completion date of May 15 th , 2026, with 30 days to completion.					
A1.	The completion date for the project is May 31st, 2026.					
A1.	The completion date for the project is Way 31, 2020.					
Q2.	What is the anticipated NTP for this project?					
A2.	September 1 st					
Q3.	Polypropylene storm pipe is allowed as an equal alternate to RCP for the storm sewer on this project.					
A3.	RCP is preferred since such a large run of the pipe will be under pavement.					
Q4	Can you please confirm that a pre-bid is not going to be held for this project?					
A4	No pre-bid meeting for this project.					
Q5	The Notice to Contractors sets final completion on 15 Dec 2025 with liquidated damages of \$4,300 per day. Supplementary Conditions p. 22 set substantial completion 15 May 2026 with \$3,000 per day LDs and \$500/day thereafter.					
A5	See section C. Liquidated Damages on the attached 00800 Supplementary Condition					
Q6	Confirm the controlling completion milestone(s) (substantial & final).					
A6	Substantial completion means a fully functioning street and final is for the rest of the other features, such as landscaping.					

Q7	Clarify which LD schedule applies once the controlling dates/durations are confirmed,				
	and delete any conflicting language				
A7	Substantial completion date is May 31 ^{st,} 2026. And the final will be on June 30th				
Q8	The Soil Management Plan describes procedures for handling contaminated soil and groundwater (e.g., stockpiling petroleum-odorous soil, testing, special disposal) but does not designate a pay item or allowance for this work. How will the contractor be paid for managing contaminated materials? Should we include all costs in Unclassified Excavation, or will a separate contingency be available for the disposal of hazardous soil/water if encountered?				
A8	This will be covered or paid out of contingency.				
Q9	Jackson County wage rates are referenced for this project; however, the work would take place in Clay County?				
A9	Form 00800 is corrected to show that Clay County is where the project is				

Bidding Requirements

- 1. Delete and replace the following section(s):
 - a. Delete Document, Form 00412 Unit Prices, and replace with the following Document, Form 00412 Unit Prices:
 - b. Delete Document, Form 00800 Supplemental Conditions and replace with the following Document, Form 00800 Supplemental Conditions:

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.

CITY OF FOUNTAINS HEART OF THE NATION

00412 - UNIT PRICES

Project Number Federal No. STBG-3001(007); City No. 89008525

Project Title N. Oak Trafficway Reconstruction – 42nd to 46th Street

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN

Item No.	Unit	Quantity	Item Description	Unit	Extension
1	LS	1	Clearing Grubbing and Demolition		
2	LS	1	Mobilization		
3	CY	7,000	Total Unclassified Excavation		
4	CY	1,000	Embankment with Excavated Material		
5	SY	15,000	2" Type 5-01 Asphaltic Concrete Surface		
6	SY	15,000	9" Type 1 ACC Base		
7	SY	16,300	6" Untreated Compacted Aggregate		
8	SY	16,300	6" Compacted Subgrade 95% of standard max density		
9	SY	2,445	Subgrade Stabilization (Fly Ash or Cement) (9")		
10	SY	810	Mill and Overlay		
11	SY	3,800	6" Shared Use Path		
12	SY	3,800	4" Untreated Compacted Aggregate		
13	SY	300	ADA Ramp		
14	SY	640	Residential Driveway (6")		
15	SY	730	Commercial Driveway (8")		
16	LF	6,000	Curb & Gutter Type CG-1 (wet)		
17	SF	5,165	Retaining Wall		
18	LF	973	(42 in.) Pedestrian Fence (Structures)		
19	LF	20	Storm Sewer Pipe (8" PVC)		
20	LF	435	Storm Sewer Pipe (15" RCP)		
21	LF	761	Storm Sewer Pipe (18" RCP)		
22	LF	167	Storm Sewer Pipe (24" RCP)		
23	LF	437	Storm Sewer Pipe (30" RCP)		
24	LF	5	Storm Sewer Pipe (24" CMP)		
25	EA	1	Storm Sewer Structure (Curb Inlet Type I 5'X3')		
26	EA	2	Storm Sewer Structure (Curb Inlet Modified Type I 5'X3')		
27	EA	3	Storm Sewer Structure (Curb Inlet Type II 5'X3')		
28	EA	5	Storm Sewer Structure (Curb Inlet Modified Type I 8'X3')		

Item No.	Unit	Quantity	Item Description	Unit	Extension
29	EA	1	Storm Sewer Structure (Curb Inlet Type II 8'X3')		
30	EA	1	Storm Sewer Structure (Curb Inlet Modified Type I 11'X3')		
31	EA	1	Storm Sewer Structure (Curb Inlet Type II 11'X3')		
32	EA	2	Storm Sewer Structure (Field Inlet 4'X4')		
33	EA	11	Storm Sewer Structure (Manhole 4')		
34	EA	6	Storm Sewer Structure (Manhole 5')		
35	EA	1	Flared End Section (18" RCP)		
36	EA	2	Sanitary Sewer Cover Replacement		
37	EA	4	Sewer Manhole - Adjustment		
38	EA	13	Water Valve and Cut-off Adjustment		
39	EA	10	Water Meter Adjustment		
40	EA	5	Fire Hydrant Relocation		
41	SY	5,200	Sod		
42	SY	5,200	Topsoil		
43	SY	25	Riprap (1' Type II)		
44	LS	1	Contractor Furnished Survey		
45	LF	2,730	Silt Fence		
46	EA	19	Inlet Protectors		
47	SF	149	Rock Check Dams		
48	SF	1,200	Construction Entrance		
49	LS	1	Traffic Control		
		-	MoDOT Type F Temporary Concrete Safety		
50	LF	2,675	Barrier Concrete Sarety		
			MoDOT Type F Temporary Concrete Safety		
51	LF	2,663	Barrier (Relocate)		
52	EA	2	ABSORB 350 Crash Cushion		
53	LS	1	Traffic Signal Modifications		
54	EA	2	Controller Lighting Equipment Enclosure		
55	CY	2	Controller Pedestal Foundation		
56	EA	2	3/4" X 8' Copperweld Rod		
57	EA	20	Unfused Kit for Ground Wire		
58	EA	40	Fuse Holders		
59	EA	40	Identification Tags (Luminaire Poles)		
60	EA	40	Screw Base Foundation With Integral Cable		
<i>C</i> 1	EA	20	Retainer Cohrahand LED		
61	EA	20	Cobrahead LED		
62	EA	19	Pole 35' Valmont Aluminum With 8' Truss Arm-Single		
63	LF	1,000	#10 1-Conductor RHH/RHW/Use Copper		
64	LF	7,610	#8 1-Conductor RHH/RHW/Use Copper		
65	LF	1,960	#6 1-Conductor RHH/RHW/Use Copper		
66	EA	4	Ingrade Junction Box Preformed Class III		
67	LF	3,020	Trenching and Backfill		
68	LF	200	3" PVC Schedule 40 Conduit		

Item No.	Unit	Quantity	Item Description	Unit	Extension	
69	LF	2,990	2" PVC Schedule 40 Conduit			
70	LF	1,500	Pavement Marking (6") (White Striped Including Spacing)			
71	LF	800	Pavement Marking (6") (White)			
72	LF	3,000	Pavement Marking (4") (Double Yellow)			
73	LF	50	Pavement Marking (24" Continental Stop Line) (White)			
74	EA	8	Pavement Marking Symbols (Arrows)			
75	LF	100	Pavement Marking (12" Solid Yellow Line)			
76	SF	59	Permanent Signing			
77	LF	70	Sign Post			
78	LF	30	Sign Post Footing			
79	EA	10	Sign Removal			
80	EA	7	Sign Relocation			
81	LS	1	Alternate #1 - Street Trees			
82	LS	1	Alternate #2 - Pedestrian Hybrid Beacon			
WATER REPLACEMENT						
83	EA	7	Straddle Blocks			
84	EA	6	Cap and Thrust Block			
85	EA	1	2" Air Release Valve			
86	LF	200	12" CL 52 DIP Zinc Coated W/ Double Polywrap			
87	EA	6	Temporary Flushing Assembly			
	WATER REPLACEMENT TOTAL					
			TOTAL WITHOUT ALTERNATIVES			
TOTAL WITH ALTERNATIVES						



SUPPLEMENTARY CONDITIONS

Project Number 89008525

Project Title N Oak Trafficway Reconstruction- NE 42nd to 46th

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, no reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work have been prepared.

In the preparation of the Contract Documents, no drawings of physical conditions in or relating to existing surface or subsurface structures which are at or contiguous to the Site of the Work were utilized.

SC-4.06 Article 4, Paragraph 4.06, Asbestos, Lead-Based Paint, PCBs, Petroleum Waste or Radioactive Material, Subparagraphs A and B are supplemented as follows:

In the preparation of the Contract Documents, no reports of explorations and tests of any Hazardous Environmental Condition(s) at the Site of the Work have been prepared.

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 <u>two (2) years</u> 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: Maintenance Bond – Two (2) years.

SC-5.03 A. Article 5, Paragraph 5.03 Certificates of Insurance, Subparagraph A is amended by adding the following Subparagraph 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-5.06 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-6.06 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:

4721 Coal Mine Road

Kansas City, Missouri 64130

Attn: Refer to Appendix 1, 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 14 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 B. Article 6, Paragraph 6.07, Concerning Subcontractors, Suppliers and Others, Subparagraph B is supplemented as follows:

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.

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

CONTRACTOR shall secure a permit from the Missouri Highway and Transportation Commission's District Engineer prior to performing any work in state-controlled Right-of-Way.

CONTRACTOR does need to obtain but does not need to pay for the following construction permits and licenses, which have been paid for by CITY: all Public Works permits, all Parks & Recreation Department permits.

- **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: State – Heavy

- **SC-6.10.** Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraph 6.10 S:
 - 1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States
 - 2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws

restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

- 3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is CONTRACTOR's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
- 4. CONTRACTOR agrees to follow the provisions of Section 290.560 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this CONTRACT. Provided, however, CONTRACTOR may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if CONTRACTOR so certifies in writing to CITY and CITY issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.
- **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 \$150,000.00.
- **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

- 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 Public Works, and the Work shall be substantially complete, in accordance with Paragraph 14.04, by May 31, 2026. 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 <u>30 Calendar Days</u> 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 \$3000 per day 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 fifty dollars (\$500.00) 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.
- 3. This contract involves the issuance of special assessment tax bills. To approximate the additional costs of delay in levying special assessments and issuing

special assessment tax bills, additional liquidated damages shall be deducted in the amount of fifty dollars (\$500.00) for each Calendar Day for any delay in closing the Contract caused by CONTRACTOR.

SC-13.07 Article 13, Paragraph 13.07, Correction Period, Subparagraph A is amended as follows:

The correction period set forth in Paragraph 13.07 A shall be two (2) years instead of one (1) year, which longer period of time shall also be applicable to the correction period set forth in Paragraph 13.07 C. All other provisions of Paragraph 13.07 remain unchanged except as necessary to accommodate the revised length of the correction period.

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 on or about the last day of each month. Payments to CONTRACTOR will be made on the basis of ninety-five percent (95%) of the value of the Work satisfactorily completed plus ninety-five percent (95%) of the value of properly stored and insured, unused materials on hand on the Site of the Work. CITY shall retain five percent (5%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due. 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-14.04. Article 14, Paragraph 14.04, Substantial Completion, Subparagraph A is supplemented as follows:

A. To be considered substantially complete, the following items of the Work must be operational and ready for CITY's continuous use as intended: all work except landscape restoration.

The contractor shall maintain two way traffic through the construction zone, 42nd to 46th St., at all times. The contractor shall maintain access to residences and busiensses during construction.