



ADDENDUM NUMBER **1**

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

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

ISSUE DATE: **06/20/2025**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **July 8th, 2025**, are amended as follows:

Information to Bidders: The following is provided to Bidders for information only:

1. On June 6th MoDOT updated the Supplemental Revisions JSP to reflect changes to MoDOT's prequalification process to bring it into conformance with the Code of State Regulations. To address the changes to the prequalification process, the updated Supplemental Revisions JSP replaces parts of sections 102 and 108 of the Standard Specifications for Highway Construction. The Supplemental Revisions JSP is available for download at the link provided below. This addendum strikes language in conflict with this updated Supplemental Revisions JSP. The Supplemental Revisions JSP released on June 6th will prevail.
[**Supplemental Revisions JSP**](#)

Note: The form JSP-18-01GG is included in the manual at the end of DIV001, starting on page. 71 is updated by MoDOT as of June 2025 and replaced with JSP-18-01HH. See the attached

Bidding Requirements

1. Delete and replace the following section(s):
 - a. Delete Document, Form Supplemental Revisions JSP-18-01GG with the following Document, Form Supplemental Revisions JSP-18-01HH:
 - 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.**



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 **two (2) years** 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:

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

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 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 **30 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 \$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 five hundred 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.