



111 EAST MAPLE • P.O. BOX 1019 • INDEPENDENCE, MISSOURI 64051-0519

www.ci.independence.mo.us • (816) 325-7000



INVITATION TO BID

Sealed bids will be received by the City of Independence, Missouri, at the Office of the City Clerk at 111 East Maple, Independence, Missouri, until 1:50 **p.m.** and thereafter in Conference Room D, 111 East Maple, Independence, Missouri, until 2:00 **p.m.**, **Thursday, January 3rd, 2019**, then publicly opened and read for:

**Englewood Arts District Streetscape Improvements
Phase 3
City Project No. 70511503
Federal Project No. TAP-3379(433)**

This contract provides for, but is not limited to the construction of necessary grading, curbs, sidewalks, driveways, streetscape improvements, signing, pavement marking, and all appurtenant work for the completion of the project.

Copies of the contract documents, including specifications, may be secured from **Drexel Technologies, 10840 West 86th Street, Lenexa, Kansas**, for \$60.98 non-refundable fee for paper copies or \$32.81 for electronic download. Contact: **The Plan Room 913-371-4430**. Documents may be ordered or viewed electronically by going to www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website.

Each bid shall include a bid bond, certified check, or cashier's check in the amount of not less than 5 percent (5%) of the total amount of the bid. The City of Independence, Missouri will award the contract to the lowest, responsive, responsible bidder. No bid may be altered, withdrawn, or resubmitted within sixty (60) days from and after the date set for opening of bids.

All Prime Contractors must be on MoDOT's Approved Contractor Listing 7 days before bid opening and the DBE Sub-Contractors must be on the MRCC DBE Directory prior to Bidding. **The DBE goal on this project is 7 percent.** Each bidder shall take into consideration the number of days for completion of the project as specified in the Proposal. Payment for all work performed and materials furnished for construction by the Contractor shall be made in cash or check upon completion of the contract and acceptance of the work by the City.

Construction covered hereby will be subject to all requirements of the Prevailing Wage Law of the State of Missouri and to the wage rates determined by the Industrial Commission of Missouri and set forth in the Contract Documents. The wage rates applicable to this project have been predetermined as required by law and are set forth in the bid proposal. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962" (P.L. 87-581; Stat. 357) and implementing regulations. Contractors are neither required or prohibited from entering into project labor agreements. There will be no discrimination against contractors based on project labor agreements and contractors may freely agree to project labor agreements.

Prior to award of this Contract, the Contractor and all Sub-Contractors may be required to furnish evidence of a written Affirmative Action Program to ensure that all employees are treated equally without regard to their race, color, religion, sex, handicap or national origin, pursuant to Executive Order #11246 and amendments thereto. The City of Independence, 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.

Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

The right is reserved to reject any or all bids.

CITY OF INDEPENDENCE, MISSOURI

BY

Russ M. Pankey, Procurement Manager
Equal Opportunity
Employer/Contractor/MFD

To be advertised 3 consecutive days.
First Insertion: **December 4, 2018**