

New Bid Date: Tuesday, December 3, 2024, 2:00 pm

City of Grain Valley, Missouri
FRONT STREET ROADWAY, STORM & WATER IMPROVEMENTS
November 15, 2024
Addendum No. 1

TO ALL PROSPECTIVE BIDDERS:

Pre-Bid Meeting:

A Pre-Bid Meeting was held on November 13, 2024. The Minutes and meeting attendance from the meeting are attached.

Bid Opening:

Bid Opening date has been changed to Tuesday, December 3, 2024 at 2:00 pm

Bid Changes:

The following items were noted and discussed:

1. The contract form states the project time is 60 calendar days. A new form is attached which changes the contract time to 260 working days.
2. CMT noted that there is a small rain garden in the contract
3. Line 1 on Sheet 17-1 is shown as 24" X 36" arched pipe. Alternative pipe material will be considered if it has the same cross sectional area and can withstand the shallow bury depth.
4. Contractor must provide access for residences during construction.
5. Due to long blocks closing the entire street at once is not recommended.
6. CMT noted that the eastern half of the project is a likely starting point as most of the storm drains in the direction as it contains the low points and outlets.
7. All contractors and sub-contractors must have a City business license.
8. All required testing shall be the responsibility of the City.
9. There are no DBE requirements.

The undersigned hereby acknowledges receipt of this addendum.

PLEASE ATTACH THIS EXECUTED ADDENDUM TO YOUR BID.

Company Name

Signature

Title

Address

City, State, Zip Code

Phone Number

FRONT STREET ROADWAY, STORM AND WATER IMPROVEMENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR **(UNIT PRICE)**

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR (this "Agreement") is made and Entered into and is effective on this _____ day of _____, 20__, by and between the City of Grain Valley, Missouri, a municipality, ("Owner"), and _____, a _____, having its principal place of business located at _____ ("Contractor")

WHEREAS, Owner has caused to be prepared specifications, plans and other Contract Documents for the Work herein described, and has approved and adopted the Contract Documents defined herein and has invited proposals for furnishing materials, labor, and equipment for, and in connection with, the construction of improvements in accordance with the terms of the Contract Documents; and

WHEREAS, Owner held a Pre-Bid conference on _____, and

WHEREAS, the Contractor, in response to the Owners invitation to bid which closed at _____ on _____, 20__, has submitted to Owner in the manner and at the time specified, a proposal in accordance with the terms of the Contract Documents; and

WHEREAS, Owner has opened, and examined the bids submitted and as a result of such examination, has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to this Contract to Contractor.

Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 **WORK**

Contractor, at his own cost and expense, will provide all labor, tools, equipment and materials required to complete all Work specified or indicated in the Contract Documents or reasonably inferable by the Contractor therefrom as necessary to produce the results intended by the Contract Documents.

ARTICLE 2 **PROFESSIONAL**

The Project has been designed by the City of Grain Valley, who is referred to in the Contract Documents as the Professional. Professional, and its duly authorized agents, are to act as Owner's representative, assume all duties and responsibilities, and have the rights and authorities assigned to Professional in the Contract Documents in accordance with the Contract Documents.

ARTICLE 3 **CONTRACT TIME AND COMPLETION**

3.1 The date of commencement is the date from which the Contract Time(s) of Paragraph 3.3 is measured and shall be fixed in a written notice to proceed issued by Owner.

3.2 The Contractor shall achieve Substantial and Final Completion of the entire Work, and if set forth below, the various designated stages of the Work, not later than the following dates:

3.3 Bidder agrees that the Work will be substantially complete within two hundred sixty (260) working days of Notice to Proceed and will be fully completed and ready for final payment in accordance with Paragraph 14.10 of the General Conditions within fifteen (15) calendar days following receipt of notice of substantial completion.

3.4 Time is of the essence to the Contract Documents and all obligations thereunder. The Contractor acknowledges and recognizes that (1) Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Times and (2) Owner will sustain damages if the Contract Time(s) are not met by Contractor. The Contractor further acknowledges and agrees that if the Contractor fails to achieve Substantial Completion of the entire Work or any phase of the Work within the Contract Time(s), Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and the Contractor agree as follows in this Paragraph 3.4:

- .1 If the Contractor fails to achieve Substantial Completion of the Work or designated portions within the Contract Time(s) as set forth in Paragraph 3.2, Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts for each day that expires after the time specified in Paragraph 3.3 for Substantial Completion of the Work or designated phases of the Work and continuing until the actual Date(s) of Substantial Completion:

\$900 per Calendar Day

- .2 After Substantial Completion, if Contractor shall neglect, refuse or fail to complete remaining Work or designated portions within the Contract Time(s), as set forth in Paragraph 3.3, Owner shall be entitled to retain or recover from Contractor as liquidated damages and not as a penalty, the following per diem amounts for each day that expires after the time specified in Paragraph 3.2 for final completion of the Work or phases of the Work and until the actual date(s) of final completion:

\$900 per Calendar Day

- .3 All such liquidated damages referred to in this Paragraph 3.4 are hereby agreed to be a reasonable pre-estimate of damages Owner will incur as a result of delayed completion of the Work or phases of the Work. Owner may deduct liquidated damages described in Paragraph 3.4 from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at a rate of one and one-half percent (1.5%) per month.

ARTICLE 4 **CONTRACT SUM**

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the below established unit price of each separately identified item of Work set forth below, times the actual quantities of that item completed by Contractor ("Contract Price"):

SEE ATTACHED BID

4.2 The unit prices set forth above are considered complete and include: (1) all materials, equipment, labor, delivery, installation, overhead and profit; and (2) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

4.3 Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor's representative preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Owner's written decisions thereon will be final and binding upon Contractor, unless, within ten (10) days after the date of any such decision, Contractor delivers to Owner a written objection to such determination.

4.4 Any estimated quantities of Work contained in any Contract Document are not guaranteed and are solely for the purpose of comparison of Bids. Contractor acknowledges and agrees that the estimated quantities may change because of changes ordered by Owner or because of actual site conditions or other reasons. Contractor agrees that the unit prices for the Work shall remain unchanged even if the actual quantity of Work performed by Contractor differs materially and significantly from any estimated quantity of such items. Contractor agrees that it shall make no claim for an adjustment in any unit price for any variance between the actual quantity of Work performed by Contractor and any estimated quantity of such item.

ARTICLE 5
PAYMENTS

5.1 Contractor shall submit Applications for Payment in accordance with the General Conditions of the Contract for Construction and in the form provided by Owner. Owner shall make progress payments to Contractor in accordance with the Contract Documents. The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the previous month.

5.2 The Application for Payment submitted by Contractor shall include the quantities of each item of Work completed by Contractor. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 The value of all completed Work by Contractor as determined by the sum of the unit price of each separately identified item of Work set forth in Paragraph 4.1 times the actual quantities of that item completed as determined by Owner as set forth in Paragraph 4.3;
- .2 Less retainage of five percent (5%) of the amount of Subparagraph .1;
- .3 Less the aggregate of previous payments made by Owner; and
- .4 Less amounts, if any, for which the Owner has withheld or nullified an approval of payment as set forth in the Contract Documents.

5.3 Owner shall make progress payments and final payment in accordance with the General Conditions of the Contract for Construction.

ARTICLE 6
CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3 Contractor is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has been provided any and all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that such reports and drawings are not Contract Documents. A list of such reports and drawings are attached hereto as Exhibit A. Contractor acknowledges that Owner and Professional do not assume responsibility for the accuracy or completeness of such information. Contractor also acknowledges that Owner and Professional do not assume responsibility for the accuracy or completeness of data shown or indicated in the Contract Documents with respect to underground facilities or utilities at or contiguous to the site, and Contractor shall not be entitled to rely on the accuracy or completeness of such data. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities and utilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8 Contractor has the full power and authority to make, execute, deliver and perform the Work hereunder and has authorized the undersigned to bind it to this Contract and the Contract Documents.

6.9 The representations of Contractor shall be continuing and shall survive the execution and termination of this Contract.

ARTICLE 7
CONTRACT DOCUMENTS

The Contract Documents, except for Modifications executed after the date of this Contract, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement, if any.
- 7.3 Notice to Proceed.
- 7.4 General Conditions of the Contract for Construction.
- 7.5 Supplementary Conditions of the Contract.
- 7.6 Performance Bond.
- 7.7 Payment Bond.
- 7.8 Maintenance Bond
- 7.9 Specifications of the Contract
- 7.10 The Drawings, as follows: "Map of Proposed Roads" and standard details.
- 7.11 Addenda, if any, as follows:

Number	<u>Date</u>	<u>Pages</u>

- 7.12 Other documents, if any, as follows:

There are no Contract Documents other than those listed above in this Article 7 or the General Conditions of the Contract for Construction.

ARTICLE 8
MISCELLANEOUS

8.1 Terms used in this Contract which are defined in Article 1 of the General Conditions of the Contract for Construction will have the meanings indicated in the General Conditions of the Contract for Construction.

8.2 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.3 The business address of Contractor given herein is the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to Professional and to the other party.

IN WITNESS WHEREOF, Owner and Contractor *have* signed this Contract by and through their duly authorized representatives. All portions of the Contract Documents *have* been signed or identified by Owner and Contractor or by Professional on their behalf.

THE CONTRACT DOCUMENTS CONTAIN AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

ATTEST:

City Clerk

CITY OF GRAIN VALLEY, MISSOURI
"Owner"

By: _____

Printed Name: Kenneth Murphy

Title: City Administrator

"Contractor"

By: _____

Printed Name: _____

Title: _____

CITY OF GRAIN VALLEY, MO
MINUTES FOR PRE-BID CONFERENCE
PROJECT NAME: FRONT STREET ROADWAY, STORM
AND WATER IMPROVEMENTS
Date: November 13, 2024

Pre-Bid Meeting - Wednesday, November 13, 2024 2:00 PM – 3:00 PM (CST)

AGENDA

Introductions

1. Planned Schedule: Bid Opening – Tuesday November 19, 2024 at 2:00 PM
Issue Notice of Award – January 27, 2025
Complete Contract Signatures – February 14, 2025
Pre-Construction and Notice to Proceed: March 2025
Complete Construction – December 2025
2. Special Considerations:
Contractor is responsible for notifying the public via doorhangers
Contractor is responsible for traffic control
Access must be maintained for residents
201 Front St. has a special grass type noted in the special conditions
3. City Contacts- Grain Valley
Community Development Director: Mark Trosen Ofc: (816) 847-6221 Mobile: (816) 602-8330
City Engineer: Dick Tuttle Office: (816) 847-6222 Mobile: (573) 864-9087
Project Inspector: Mike Myers Office: (816) 847-6272 Mobile: (816) 838-0006
Public Works Superintendent: Patrick Martin Office: (816) 847-6273 Mobile: (816) 215-9659
Consulting Engineer Contacts:
Jerry Bollinger Office: (317) 492-9173 Mobile: (605)222-7057
All questions during the bid process are to be directed to the City Engineer.
4. City will be using Type 5 asphalt as modified in the specifications. Specifications call for the tack coat to be CSS-1H, SS1H is also allowed for this project.
5. Work Schedule:
Normal Work Schedule: Monday – Friday, 7:00 a.m. – 6:00 p.m.

Requests for approval of work outside normal business hours must be submitted to the City of Grain Valley by noon two (2) working days prior to the requested start of such work.

6. Utilities:

Contractor shall call for locates prior to beginning construction. Per the One Call System each contractor on this project that intends to excavate must call for and have their own locates.

Status of Utilities:

Gas – Spire – Richi Garcia (816) 507-0713

Electric – Evergy – Jeff Williams – (816) 347-4310

Water Utilities:

Tri-County Water Authority – John Overstreet – (816) 457-0777

Jackson County PWS#16 – Kyle Leeds (816) 560-5537

Jackson County PWS#17 – Jason Herman (816) 229-3838

Communications

Comcast – (888) 303-5790

Time Warner – (888) 290-1679

Charter – (888) 280-6872

AT&T – John Cornick – (816) 325-5615

Mark Manion – (816)325-6516

7. Wage Rate Provisions: Does Apply to this Project

- a. Weekly wage reporting requirements to City
- b. Job interviews on-site
- c. Submit weekly payroll records including method of payment of benefits
- d. Post wage rates and EEO poster on the job site in a common location

8. Retainage: City will pay an amount equal to the estimated value of the work performed less retainage in accordance with the contract. When the project is substantially complete the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

9. Other items:

10. Questions

- The contract document was incorrect the pipe time should be 260 working days (see attached)

- Alternatives will be considered in lieu of the arched pipe noted on Elizabeth St. outfall as long as the cross sectional area is the same and the pipe can withstand the shallow depth of bury.
- No permits are required but the contractor and each sub-contractor must have a Grain Valley business license.
- No DBE's are required for this project.
- All required testing will be the City's responsibility.
- Residence must be provided access during construction.

