

 **ADVERTISEMENT FOR BIDS** 

**JACKSON COUNTY HISTORIC TRUMAN COURTHOUSE  
INTERIOR RENOVATIONS  
JACKSON COUNTY, MISSOURI  
COUNTY PROJECT NO. 3147, BID NO. PW-05-2012**

Jackson County will be accepting sealed proposals for **JACKSON COUNTY HISTORIC TRUMAN COURTHOUSE INTERIOR RENOVATIONS IN INDEPENDENCE, MISSOURI**, until 2:00p.m. C.D.S.T on November 13, 2012 at the office of the Director of Public Works, 303 W. Walnut, Independence, MO. The sealed proposals will be opened at 2:05 p.m. C.D.S.T., at the above noted date and location. **A PRE-BID MEETING WILL BE HELD ON OCTOBER 25, 2012 AT 10:00 A.M. C.D.S.T AT THE JACKSON COUNTY HISTORIC TRUMAN COURTHOUSE AT 102 NORTH MAIN STREET, INDEPENDENCE, MISSOURI. ATTENDANCE AT THE PREBID MEETING WILL BE TAKEN INTO TO CONSIDERATION DURING FINAL SELECTION OF THE CONTRACTOR.**

PROJECT SCOPE

Complete interior renovation, including, but not limited to the following: new mechanical, electrical, plumbing and fire protection, new elevator, new restrooms and renovations of existing restrooms, tenant finish build-out of all interior spaces; structural, patching, painting, flooring, millwork, security systems and hardware modifications to accommodate the above. Also included is the complete exterior restoration of existing clock / bell tower.

Proposals must be made on forms provided in the contract documents. Each Proposal must include: 1) completed bidding documents; 2) a cashier's check drawn on an acceptable bank, or an acceptable bidder's bond, in an amount not less than five (5) percent of the total amount of the bid; and, 3) a completed Compliance Report Form (page AA-1) that is current (issued within the last 12 months), and a Jackson County Certificate of Compliance attached. Failure to complete this report or attach a current certificate as outlined above may result in the rejection of bid. For information contact the Compliance Review Officer at (816) 881-3302. Additionally, please provide a list of your previously completed projects related to work in historic buildings.

Bidding documents will be available October 22, 2012 from the Engineering Division, 303 W. Walnut, Independence, Missouri 64050, during regular business hours 7:30 a.m. to 4:00 p.m. for \$50.00 each set. Bidding documents can be mailed for an additional fee of \$20.00 each set. Checks, used for payment, shall be made in favor of "Manager of Finance, Jackson County, Missouri".

Bidders can view and print contract documents from the project website, [www.jacksongov.org/publicworks bids](http://www.jacksongov.org/publicworks bids) at no charge. Any bidder using on-line documents **must check** the website periodically **for Notice of Addendums**.

Any Bidder who has special needs addressed by the Americans with Disabilities Act should notify the Project Manager or the Missouri Relay System for assistance.

Jackson County hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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, or national origin, in consideration for an award. For project information call the **Project Manager, John McClernon, at (816) 881-4532.**

The successful bidder, as a condition of the award of this contract must:

A) Have a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current

Jackson County Historic Truman Courthouse  
Interior Renovations  
102 North Main Street, Independence, Missouri 64050

Issued For Construction  
October 19, 2012  
County Project No. 3147, Bid No. PW-05-2012

United States Treasury list as a surety whose bonds are acceptable to the United States Government;  
and

B) Be expected to become a signatory to the Kansas City Construction Partners (KCCP) program, and abide by its terms in the areas of code of conduct, safety program, substance-abuse program, "no work-disruption" warranty, and jurisdictional conflict resolution. Both union and non-union contractors are eligible to participate in this program. Information regarding the KCCP program requirements can be found within this bid document. Additional information can be obtained by contacting: Terry Akins, Kansas City Construction Partners, (816) 942-7500.

#### SALES TAX

Jackson County is a tax-exempt entity under 144.062, Revised Statutes of Missouri and will issue the Contractor and Subcontractors an exemption certificate after award of contract. For more information contact Compliance Review Officer at (816) 881-3467.

#### WAGE LAW

The Contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

**This contract has a new requirement related to paying wage rates for certain delivery truck drivers. Bidders are advised to read Jackson County Ordinance #4297 in the Wage Rate Section 00 50 00, pages WR-3, WR-4 & WR-5 of the Contract Documents, as well as Jackson County Code Section 1072, enacted by the Jackson County Legislature February 28, 2011, Page WR-6.**

A 10% DBE (Disadvantaged Business Enterprise) goal will be part of this Contract. See Contract Specifications for required forms.

## INSTRUCTIONS TO BIDDERS

B-1 **BIDS**: Each Bid shall be legibly written or printed in ink on the form provided with the contract documents. No alterations in Bid, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the owner may require the bidder to verify any alteration. No alteration in the Bid, or in the form, on which it is submitted, shall be made after the Bid has been submitted. All addenda to the Contract documents, properly signed by the bidder, shall accompany the Bid at the time of submittal.

Each Bid shall be sealed in the envelope supplied with the plans and specifications. The envelope has been marked with the address of the Director of Public Works, Jackson County, Missouri, and identified on the outside with the words "*FOR BIDDING PURPOSES – JACKSON COUNTY HISTORIC TRUMAN COURTHOUSE, INTERIOR RENOVATIONS, County Project Number: 3147.*"

No bidder may submit more than one Bid. Multiple Bids from one firm or enterprise, but presented under different names, will not be accepted.

B-2 **PRE-BID SITE MEETING**: A Pre-Bid meeting will be held on October 25, 2012 at 10:00 a.m. at the Jackson County Historic Truman Courthouse at 102 North Main Street, Independence, Missouri. Attendance at the prebid meeting is strongly recommended and will be taken into consideration during final selection of the Contractor. The building will be accessible for an additional pre-bid walk-thru on October 30, 2012 from 9:00 a.m. to 5:00 p.m, or by appointment with Jackson County by calling the Project Manager, John McClermon, at (816) 881-4532.

B-3 **BIDDER QUESTIONS/ADDENDA**: All questions shall be submitted in writing, with the final submittal accepted at 5:00 p.m. on November 1, 2012. Answers to questions will be provided via addenda issued by 5:00 p.m. on November 6, 2012.

B-4 **STATE SALES TAX EXEMPTION**: Jackson County is an exempt entity under 144.062, Revised Statutes of Missouri, and will issue the contractor and subcontractors an exemption certificate. Bidders are instructed not to include sales tax in their prices. (See ST-1-ST-3)

B-5 **BID GUARANTEE**: Each Bid shall be accompanied by a Bid Bond or cashier's check drawn on an acceptable bank or an acceptable bidder's bond, in an amount not less than five percent (5%) of the total amount of the base bid. Bids received without a Bid guarantee will not be considered.

The Bid Guarantee shall be made payable without condition to Jackson County, Missouri, hereinafter referred to as Owner. The Bid Guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the Bid is accepted and a Contract based thereon is awarded and the bidder should fail to enter into a Contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

B-6 **RETURN OF BID GUARANTEE**: The Bid Guarantee deposit of each unsuccessful bidder will be returned upon request, when his Bid is rejected. Similarly, the Bid Guarantee deposit of the bidder, to whom a Contract is awarded, will be returned when he executes a Contract and files a satisfactory performance bond. The Bid deposit of the second lowest

responsible bidder may be retained for a period not to exceed sixty (90) days, pending the execution of the contract and bond by the successful bidder.

B-7 **WITHDRAWAL OF BID:** No bidder may withdraw his Bid for ninety (90) days after the date and hour set for the opening. A bidder may withdraw his Bid any time prior to expiration of the period during which Bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid.

B-8 **ACCEPTANCE AND REJECTION OF BIDS:** The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

B-9 **SIGNATURE OF BIDDERS:** Each bidder shall sign his Bid using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixed to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.

B-10 **INTERPRETATION OF CONTRACT DOCUMENTS:** If any person who contemplated submitting a bid is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract documents, he may submit to the Architect a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed Contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of Contract documents from the Director of Public Works. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract documents. Bidder shall acknowledge receipt of Addenda on the Bid Form.

B-11 **LOCAL CONDITIONS AFFECTING WORK:** Each bidder is strongly advised to be present for the on-site pre-bid meeting, shall visit the site of the work, and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, and for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bidder's Bid. There will be no subsequent financial adjustment for lack of such prior information.

B-12 **INSURANCE:** Throughout the life of the contract, the contractor will be required to carry the types and amounts of insurance named in the Supplementary General Conditions and Special Conditions of the Contract.

B-13 **PAYMENTS:** Payment for all work performed under the proposed Contract will be made by the owner in the manner set forth in the Special Conditions of the Contract.

B-14 **TIME OF COMPLETION:** The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the owner of his ability to complete the work within the allowable time set forth in the Bid. In this connection, attention is directed to the provisions of the General Conditions and Special Provisions relative to delays, extensions of time, and liquidated damages.

B-15 **QUALIFICATIONS OF BIDDERS:** The Director of Public Works reserves the right to inspect and approve the bidder's equipment before the award of contract. Both the prime contractor and all potential subcontractors must comply with all Affirmative Action provisions of this contract. The Contractor's attention is directed to Article 1.17 of the Summary of General Requirement regarding subcontractors and to the Affirmative Action sheets given in the bid documents. The contractor shall identify all potential subcontractors on or before the bid opening, whether or not he eventually requests that they be approved, on this Affirmative Action sheet.

B-16 **TAXES AND PERMITS:** Attention is directed to the requirements of TC-1 and TC-2 regarding payment of taxes.

B-17 **PERFORMANCE BOND:** Each bidder to whom a contract is awarded will be required to furnish a performance bond to the owner in an amount equal to one hundred percent (100%) of the Contract price. The bond shall be executed on the form included in the Contract documents by a surety company authorized to do business in the state of Missouri and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-face to bind the surety company and certified to include the date of the bond.

B-18 **BID SUBMITTAL:** The bidder's attention is called to the packet, marked "FOR BIDDING PURPOSES", which is included with the bound copy. All necessary forms for bid submittal are found therein. **USE THE PACKET FORMS FOR SUBMITTING BIDS** instead of the Bid forms bound with the Specifications.

B-19 **BUSINESS EXPECTANCY:** The lowest bidder shall not be considered as having received a business expectancy merely because of submitting the lowest bid. A business expectancy does not exist until the contract is awarded by the Jackson County Legislature.

B-20 **WAGE LAW:** The Contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

B-21 **NEW COUNTY ORDINANCE:** Bidder's attention is directed to the new Jackson County Ordinance #4297 related to paying wage rates for certain delivery truck drivers. Bidders are advised to read the ordinance in the appendix of the Contract Documents.

B-22 **KCCP PROGRAM:** The successful bidder, as a condition of the award of the contract, will be expected to become a signatory to the Kansas City Construction Partners (KCCP) program for the term of this project, and abide by its terms in the areas of code of conduct, safety program, substance-abuse program, "no work-disruption" warranty, and jurisdictional conflict resolution. Both union and non-union contractors are eligible to participate in this program. Information regarding the KCCP program requirements can be found within this bid document. Additional information can be obtained by contacting: Terry Akins, Kansas City Construction Partners, (816) 942-7500.

**B-23 SUBSTITUTIONS:**

- A. Prior to receipt of bids, should bidder wish to incorporate in Base Bid, brands or products other than those named in Drawings and Specifications, he shall submit, on the form included herein, a written request for substitution to Architect no later than 5:00 p.m. on November 1, 2012. Architect will consider requests, and items approved will be listed in an Addendum issued to principal bidders.
- B. By making requests for substitutions the bidder:
1. Represents that the bidder has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified.
  2. Represents that the bidder will provide the same warranty for the substitution that would be provided for that specified.
  3. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

**B-24 DISCUSSIONS AND NEGOTIATIONS**

The County, in its sole discretion, may do any or all of the following:

- A. Evaluate bids and award a contract with or without discussions or negotiations with any or all of the bidders;
- B. Discuss and negotiate anything and everything with the apparent low bidder at any time.
- C. Request additional information from any or all bidders;
- D. Request that the apparent low bidder submit his schedule of values or costs for any item in the bid and discuss or negotiated a lesser price for this item.
- E. Request that the apparent low bidder enter into a period of discussion with the intent to value engineer, or find items of work which can be reduced in cost to the county and lower the bid price.

**SUBSTITUTION REQUEST**

TO: PIPER-WIND ARCHITECTS, INC.

PROJECT: JACKSON COUNTY  
HISTORIC TRUMAN COURTHOUSE  
INTERIOR RENOVATIONS  
INDEPENDENCE, MISSOURI  
COUNTY PROJECT NO. 3147

<u>Section</u>	<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
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**PROPOSED SUBSTITUTION:**

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable data portions. Included is highlighted information of comparative product elements from both specified and proposed substitution.

Attached data also includes description of changes to Contract Documents and proposed substitution required for its proper installation.

Undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on Drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Submitted by:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

For use by A/E  Approved  Approved as Noted  
 Not Approved  Received too late

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Remarks

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

RESPONDENTS ACKNOWLEDGEMENT OF THE  
KANSAS CITY CONSTRUCTION PARTNERS PROGRAM  
REQUIREMENT

The successful bidder, as a condition of the award of the contract, will be expected to become a signatory to the Kansas City Construction Partners (KCCP) program for the term of this project, and abide by its terms in the areas of code of conduct, safety program, substance-abuse program, "no work-disruption" warranty, and jurisdictional conflict resolution. Both union and non-union contractors are eligible to participate in this program.

Information regarding the KCCP program requirements can be found within this bid document. Additional information can be obtained by contacting:

Terry Akins  
Kansas City Construction Partners  
(816) 942-7500

By signature below, the successful bidder acknowledges their understanding that the KCCP program will apply to this project.

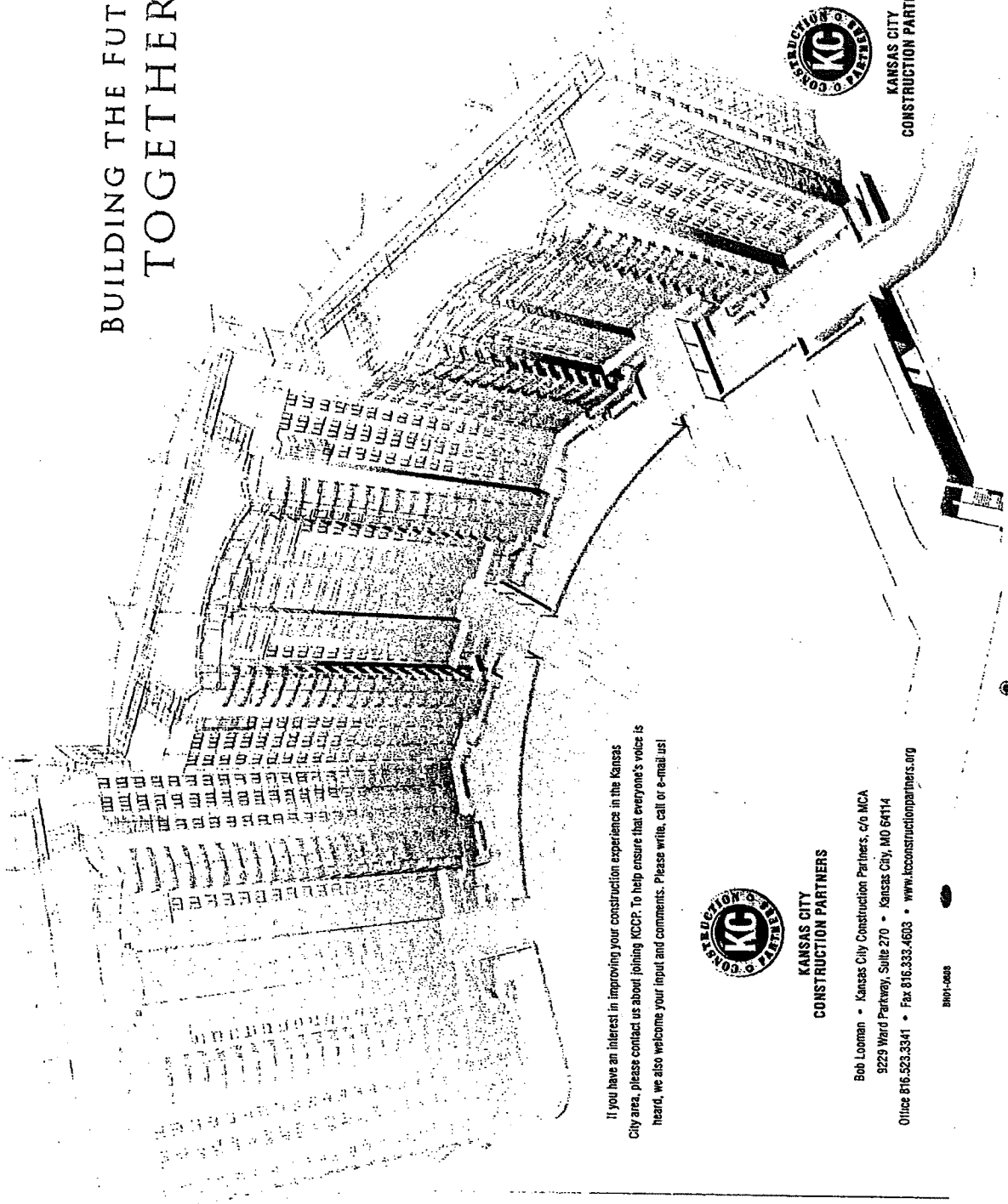
\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE





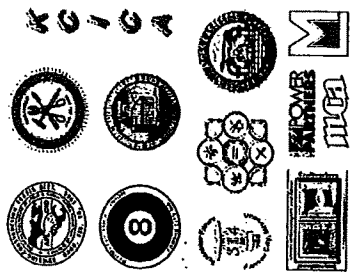
# BUILDING THE FUTURE TOGETHER



## WHO WE ARE

A non-governmental, voluntary partnership representing all aspects of the Kansas City area's construction industry. KCCP is a 501(c)(6) not-for-profit organization. Growing rapidly, KCCP currently includes representatives from:

- Associated Rooter Contractors of Kansas City
- Bricklayers & Allied Craftworkers Local 15
- National Electrical Contractors Association (NECA)
- International Brotherhood of Electrical Workers (IBEW)
- Labor Management Cooperation Committee (LMCC)
- Mechanical Contractors Association (MCA)
- Pipe Fitters Local 533
- Plumbers Local 8
- Roofers Local 20
- Sheet Metal Workers Local 2
- Sprinkler Fitters Local 314



If you have an interest in improving your construction experience in the Kansas City area, please contact us about joining KCCP. To help ensure that everyone's voice is heard, we also welcome your input and comments. Please write, call or e-mail us!



**KANSAS CITY  
CONSTRUCTION PARTNERS**

Bob Looman • Kansas City Construction Partners, c/o MCA  
9229 Ward Parkway, Suite 270 • Kansas City, MO 64114  
Office 816.523.3341 • Fax 816.333.4603 • [www.kcconstructionpartners.org](http://www.kcconstructionpartners.org)

8101-0608



**KANSAS CITY  
CONSTRUCTION PARTNERS**



## A MODEL OF COOPERATION

Imagine your next construction project runs smoothly from start to finish. Workers exhibit professional conduct on the jobsite, safety is their priority, and testing is in place to ensure a drug free workforce. There are no work stoppages, management and labor cooperate to resolve jurisdictional issues, and people communicate throughout the process.

This is the way a Kansas City Construction Partners project runs.

An innovative new organization that brings together the progressive elements of the construction industry in a cooperative environment — craft unions, builders, developers, building owners and even governmental agencies — Kansas City Construction Partners (KCCP) was formed to benefit the entire market and open up new business opportunities.

More than just a new idea in construction and building development, KCCP brings the industry together with a common purpose: to work cooperatively in building a brighter future for everyone.

## BLUEPRINT FOR SUCCESS

This innovative approach starts with a simple premise: By agreeing to certain guidelines in advance, projects can be completed more safely, with less conflict and fewer delays, to create a "win-win" situation for everyone.

KCCP then implements what we call the "Five Pillars", a set of principles that, when adopted jointly by labor and management, streamlines the construction process and creates a better working environment. Addressing jurisdictional matters, work disruptions, jobsite conduct, safety and substance abuse, these principles lead to new levels of success.

## KCCP'S FIVE PILLARS

### 1. Code of Conduct

Our workforce code of conduct ensures that labor and management will do their parts to ensure an exceptional construction experience.

### 2. Prioritizing Safety

The KCCP safety program provides for a higher level of training and safety awareness for all workers, including supervisors and journeymen.

### 3. Substance-Abuse Prevention

Our standardized substance-abuse program meets or exceeds all national standards for helping avoid and eliminate drug and alcohol abuse.

### 4. Eliminate Work Disruption

KCCP offers a "No Work-Disruption Warranty" effectively ensuring there will be no work stoppages or disruptive activity that may impact construction schedules.

### 5. Jurisdictional Conflict Resolution

Our jurisdictional resolution plan helps eliminate delays and ensures a smooth-running work site.

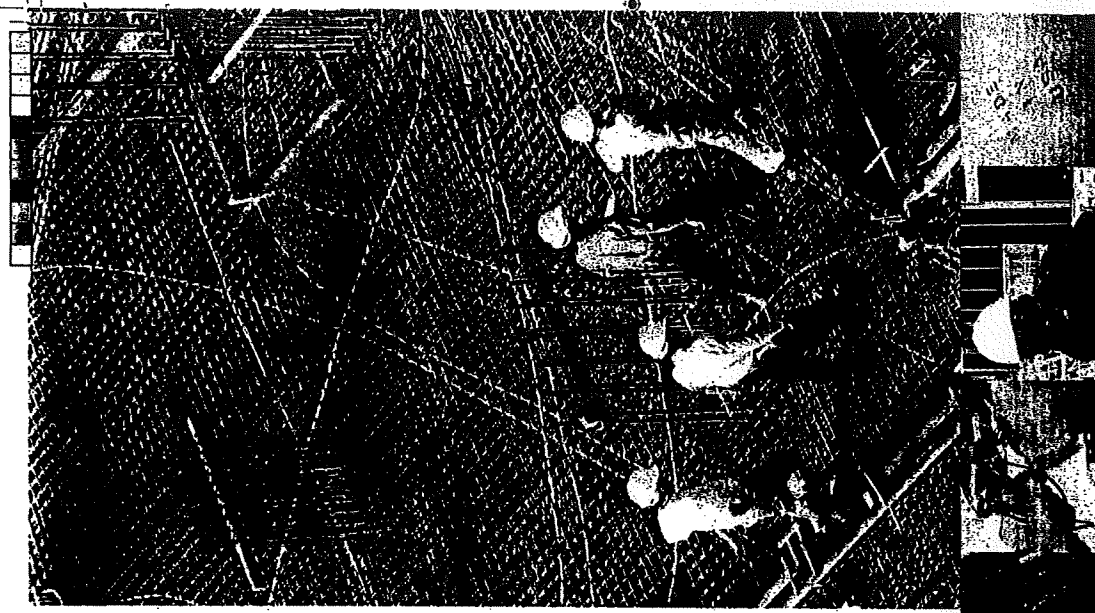
## A POSITIVE RETURN ON INVESTMENT

Founded with the objective of improving the building process for everyone, KCCP's unique ability to combine on-the-job expertise with a market-driven outlook makes the customer the focus of every project.

And by focusing on the customer's needs — through involving all interested parties, and providing the necessary resources and communications — we create an environment of shared accountability. We ensure that each project is handled without conflict. And we offer developers an unprecedented return on their investment, saving them time and money, and making each construction project a positive experience for all participants.



KANSAS CITY  
CONSTRUCTION PARTNERS



# BUILDING THE FUTURE TOGETHER

# Kansas City Construction Partners



## Code of Conduct

### Introduction

The purpose of the Kansas City Construction Partners (KCCP) Code of Conduct is to ensure the building owner/developer receives an exceptional construction experience.

This is a true labor/management commitment. To be successful the Code of Conduct must have the full support of the workforce and the contractor. The KCCP Code of Conduct outlines the responsibility of both its workforce and contractors.

Preference will be given to local contractors and local labor.

<b>Workforce Responsibilities</b>	<b>Contractor Responsibilities</b>
<ul style="list-style-type: none"><li>• Provide a safe and drug free workforce</li><li>• Respect the owner's jobsite and property</li><li>• Honor start/stop and designated break times</li><li>• Fit for duty in appropriate work attire</li><li>• Respect for all crafts on the job</li></ul>	<ul style="list-style-type: none"><li>• Provide a safe work environment</li><li>• Effective supervision</li><li>• Accurate and adequate job layout</li><li>• Provide a dynamic work plan, effective materials management and appropriate tools</li><li>• Safe, effective tools to perform the job</li><li>• Provide adequate benefits and training</li></ul>

Fostering open, honest and timely communication is the foundation of construction excellence. When communication is coupled with a safe, trained and motivated workforce supported by contractors that supervise and manage the projects and workforce effectively, you have the primary tenant of the KCCP.

### Responsibilities under the Code

Both the union and contractor have responsibilities under the Code. For the Code to be mutually beneficial, both parties must take their respective duties seriously, and communicate with the other party constructively and on a consistent basis.

### Local Union Responsibilities

Business Managers, with the full support of their officers, must carefully interview, screen, appoint, extensively train, and assign a Union Steward to as many projects as reasonably practical.

Business Managers and Stewards are responsible for communicating the *KCCP Code of Conduct* to all craft workers, and encouraging they are fully compliant.

*To achieve the goals of the Code, the Business Managers and Stewards shall encourage that:*

- Craft workers shall apply their knowledge, skills, and experience diligently on the job.
- Craft workers shall make every effort to upgrade their skills on a regular basis.
- Craft workers, especially those with extensive experience in the trade, shall convey their knowledge and skills to their colleagues to strengthen the overall value of workmanship as well as encourage teamwork.
- Craft workers meet their responsibility to their fellow workmates and contractors by arriving on time fit for work.
- Craft workers shall not abuse the recognized start times, end of work times, break times and lunch periods.
- Craft workers bring the necessary tools and personal protective equipment supplied by the contractor and ensure they are in proper working order prior to commencing work.
- Craft workers abide by the zero tolerance policy for substance abuse.
- Craft workers perform consistently productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job.
- Craft workers respect the property of the customer, and are fully aware that graffiti and other forms of destruction are not tolerated.
- Craft workers respect their union, their contractors, and their clients by not wearing clothing or buttons with offensive words or symbols.

**The Stewards, in cooperation with jobsite supervision, will approach craft workers who demonstrate bad work habits, advise them of their responsibilities as union craft workers, and provide guidance and direction.**

*In addition, the Business Managers and Stewards shall encourage that:*

- Slowdowns and other methods utilized to extend jobs or give rise to overtime are not tolerated.
- Outside activities that cast the KCCP in a negative light are not tolerated.
- Inappropriate behavior, harassment, or discrimination exercised towards another person, or group of craft workers or persons, are not tolerated.

- Craft workers are meeting or exceeding their contractual obligations to utilize the proper safety equipment and methods.
- Craft workers are not leaving the jobsite during their work periods without the prior notification and approval of their superiors.
- No member is soliciting funds or selling merchandise on any project or job without prior approval.
- Cell phones for personal use are not used on the project site, except during official lunch and break periods.

### **Contractor's Responsibilities**

Signatory Contractors have a responsibility to manage their jobs as well as our craft workers who work on their jobs. This task will be made easier by adhering to their responsibilities under the Code, including:

- Providing effective supervision (superintendents, general foremen and foremen).
- Ensuring foremen, general foremen and superintendents provide adequate job layout to minimize downtime.
- Providing proper storage for tools.
- Ensuring the appropriate number of employees are on the jobsite to perform the work efficiently, economically and safely.
- Providing the necessary leadership and training skills for jobsite supervision.
- Ensuring that the proper types and quantities of tools and materials are available on the site to facilitate efficiency.
- Ensuring that jobsite supervision take responsibility for mistakes created by management and rectify them expeditiously.
- Provide a safe work environment and ensure that the proper safety training, equipment, and methods are used.
- To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:
  1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.

2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.
3. An ERISA-qualified pension plan or a retirement benefit program.

Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs.

### **Dispute Resolution Mechanism**

- Contractors of all levels will make proper jurisdictional assignments based upon historical and traditional guide lines, area practice and decisions of record.
- General Contractor will conduct pre job conferences for all sub-contractors and craft unions for the purpose of outlining work schedules, job rules, scope of work, safety issues, and other pertinent information of the project.

# Kansas City Construction Partners



## Substance Abuse Program

The Kansas City Construction Partners will participate and maintain a Drug and Alcohol Program that meets or exceeds a nine-panel test or better.

### Goals

- Establish a standardized policy
- Establish minimum standard for our industry
- Complement existing local programs
- Meets the needs of participating users, contractors, workers and unions
- Secure, confidential, accurate, reliable and cost effective

# Kansas City Construction Partners



## Jurisdictional Resolution Plan

- a. The General Contractor, Construction Manager, Prime or Trade Contractor will have the right of assignment.
- b. The General Contractor, Construction Manager, Prime or Trade Contractor shall conduct a pre-job meeting.
- c. Within three business days of knowledge of assignment, or within three business days of the pre-job meeting, a union seeking to contest as improper any work assignment, shall give written notice of the dispute to the involved contractor or subcontractor, the Construction Manager, the construction trade unions and other involved union that a dispute exists. The notice shall outline the work in dispute, the craft(s) involved and the basis for the claim.

Failure of the complaining union to give notice within three business days shall preclude consideration of the claim. Official notice of the complaining union of its appeal of the contested work assignment must be postmarked within the time established under this paragraph to all affected parties along with a deposit check in the amount of \$3,000.00 to the Labor-Management Council of Greater Kansas City. The contractor whose assignment is the subject of the appeal must also submit a deposit check in the amount of \$3,000.00 to the Labor-Management Council of Greater Kansas City within 48 hours of receipt of such notice. The deposit of the prevailing party will be returned upon completion of the proceeding. The deposit of the losing party will be applied to the satisfaction of costs assessed against it pursuant to section (j).

- d. Within 48 hours of the notice, an independent arbitrator shall be selected to hear the dispute from the panel of arbitrators referred to in paragraph (e) below.
- e. The independent arbitrator shall be selected from a minimum pool of 4 to 7 arbitrators who will have agreed to serve as impartial arbitrator under the Agreement. The pool will be unanimously agreed to by the construction trades, and their respective management organizations. The arbitrators shall have experience in disputes within the building and



construction trades. Once selected to serve as arbitrator, the Arbitrators shall be selected on a rotating basis.

- f. The Arbitrator shall set a hearing to be held within 48 hours of notice he/she has been selected. During the hearing, the parties shall be entitled to introduce any evidence they deem appropriate.
- g. Within 48 hours of the notice of dispute, the Business Manager or his designated representative of each labor organization shall meet and discuss the dispute and attempt to resolve it. If a representative or agent for the contractor or labor organization is not present, their dispute towards the work assignment is forfeited.
- h. The Arbitrator's responsibility is to determine if the assignment was made properly based on the criteria defined in article (i).
- i. The arbitrator shall render a decision within 24 hours upon completion of the hearing. The following criteria are provided for the arbitrator's guidance. The arbitrator shall weigh those criteria in no particular order for resolution before rendering a decision.
  - area practice in the industry within the geographical area of the Greater Kansas City Building and Construction Trades Council;
  - relative skill and training;
  - employer past practice and collective bargaining agreements in effect between the parties as modified to include the jurisdictional dispute resolution agreement;
  - relevant decisions of record; and
  - inter-craft jurisdictional agreements (agreements between the local unions involved or their respective international unions).
- j. The decision of the arbitrator shall be final and binding on all parties for the job in question only. All parties signatory to this Agreement agreed to be bound by this Agreement and shall continue to work, shall not engage in picketing, slowdowns, or withhold services of employees or members. The cost of arbitration shall be borne by the unsuccessful party (i.e., if the assignment is ruled to have been incorrect, the contractor pays the costs; while if the assignment is upheld, the union shall pay the costs).
- k. The parties agree that the computation of damages should anyone (general contractor, sub-contractor, or union) violate this agreement, is difficult to determine, therefore the parties agree that any party who engages in picketing or who withholds the services of employees and members or who fails to comply with the decision of the arbitrator shall have liquidated damages as outlined in the No Work Disruption Warranty.

This agreement shall take precedence over the terms and conditions pertaining to jurisdictional disputes of any collective bargaining agreement to which any of the Parties is signatory covering work at the Project.

# Kansas City Construction Partners



## NO WORK DISRUPTION WARRANTY

The Member Unions of the Kansas City Construction Partners (KCCP) provide the following warranty to any owner/contractor that designates a project as a KCCP project.

1. For the duration of the KCCP project, the KCCP Unions warrant that there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, interference with the work or other disruptive activity for any reason by the KCCP Unions or by any employee.

2. The KCCP Unions shall not authorize, ratify or condone any work stoppage, strike, picketing or other disruptive activity at the Owner's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this warranty. Any employee who participates in or encourages any activity which interfere with the normal operation of a KCCP project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same KCCP project for a period of not less than ninety (90) days.

3. The KCCP Unions shall not be liable for acts of employees for which they have no responsibility. The principal officer or officers of a KCCP Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any activity which interferes with normal operation of the project. A KCCP Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of an owner/contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

4. (a) The KCCP Unions warrant that if any union or any other persons, whether a part of KCCP or otherwise, engage in any picketing or work stoppage, the KCCP Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

(b) In the event of any work stoppage, strike, sympathy strike picketing, interference with the work or other disruptive activity by a KCCP Union or KCCP Union in violation of this warranty, the owner/contractor may suspend all or any portion of the project work affected by such activity at the owner/contractor's discretion and without penalty.

5. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity affecting the project site for the duration of the

KCCP project. Any KCCP Union which initiates or participates in a work stoppage in violation of this warranty, or which recognizes or supports the work stoppage of another union which is in violation of this warranty, agrees as a remedy for said violation, to pay liquidated damages in accordance with the following:

(a) In lieu of, or in addition to, any other action at law or equity, any contractor/owner may institute the following procedure when a breach of this warranty is alleged, after the KCCP Union(s) have been notified of the fact.

(b) The owner/contractor invoking this procedure shall notify \_\_\_\_\_, the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the involved KCCP International Union President(s) and KCCP Local Union(s).

(c) Upon receipt of said notice the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(d) The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

(e) The sole issue at the hearing shall be whether or not a violation of this warranty has in fact occurred. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this warranty, and such award shall be served on all parties by hand or electronic means upon issuance.

(f) Such award may be enforced by any court of competent jurisdiction upon the filing of this warranty and all other relevant documents in the following manner. Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand, electronically or by delivery to their last known address by registered or overnight mail.

(g) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(h) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party. To ensure prompt payment, the Contractor/Owner will pay the Arbitrator directly but the responsibility to pay the fees and expenses will remain the responsibility of the applicable KCCP Local Union(s) and/or contractor, which will reimburse the prevailing party within ten days of receipt of the request for reimbursement.

(i) If the Arbitrator determines that a violation has occurred, the party or parties found to be in violation shall pay as liquidated damages \$10,000 for each shift on which the craft has not returned to work. The Arbitrator shall determine whether the specified damages shall be paid to the owner or affected contractor. The Arbitrator shall retain jurisdiction to determine compliance.

(j) Once an employer is notified by certified mail, return receipt requested, or by telegram, FAX, or other electronic means, that he is delinquent in his contributions to the fringe benefit funds, apprenticeship fund, dues check-off or any other contractually required contributions, and does not respond positively by forwarding said contributions to the appropriate place of receipt within three (3) business days, the provisions of The No Work Disruption Warranty shall not apply and the Union may legally withhold services. However, it is understood that such action, consistent with The No Work Disruption Warranty, does not allow said craft to establish any picket line.

6. In the event a KCCP Union collective bargaining agreement has expired, any retroactive wage increases will be paid to its members working on the KCCP project.

# Kansas City Construction Partners



## Safety Program\*

- 10 hour OSHA training
- 30 hour OSHA training for top craft supervisors
- Journey person upgrade training
- Site & Project specific training
- Joint labor/management oversight of the administration and application of the program.

## Site & Project Specific Training Topics

- Confined Space
- Electrical
- Ergonomics
- Excavations
- Fall Protection
- Fire Safety
- Hazard Communication
- Materials Handling
- Personal Protective Equipment
- Scaffolding
- Stairways and Ladders
- Tool Safety

\*Training materials available in English and Spanish

DOCUMENT 00250 - PREBID MEETINGS

1.1 PREBID MEETING

- A. Owner and Architect will conduct a Pre-bid meeting as indicated below:
  - 1. Meeting Date: October 25, 2012.
  - 2. Meeting Time: 10:00 a.m., local time.
  - 3. Location: Jackson County Historic Truman Courthouse, Brady Courtroom (Second Floor), 102 North Main Street, Independence, Missouri, 64050.
- B. Attendance:
  - 1. Prime Bidders: Attendance at Pre-bid meeting is strongly recommended and will be taken into to consideration during final selection of the Contractor.
  - 2. Subcontractors: Attendance at Pre-bid meeting is recommended.
- C. Bidder Questions: Submit written questions to be addressed at the Pre-bid meeting a minimum of two business days prior to meeting.
- D. Agenda: Pre-bid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
  - 1. Procurement and Contracting Requirements:
    - a. Advertisement for Bids.
    - b. Instructions to Bidders.
    - c. Bidder Qualifications.
    - d. Bonding.
    - e. Insurance.
    - f. Bid Security.
    - g. Bid Form and Attachments.
    - h. Bid Submittal Requirements.
    - i. Bid Submittal Checklist.
    - j. Notice of Award.
  - 2. Communication during Bidding Period:
    - a. Obtaining documents.
    - b. Access to Project Web site.
    - c. Bidder's Requests for Information.
    - d. Bidder's Substitution Request/Prior Approval Request.
    - e. Addenda.
  - 3. Contracting Requirements:
    - a. Agreement.
    - b. The General Conditions.

- c. The Supplementary Conditions.
    - d. Other Owner requirements.
  - 4. Construction Documents:
    - a. Scopes of Work.
    - b. Temporary Facilities.
    - c. Use of Site.
    - d. Work Restrictions.
    - e. Alternates, Allowances, and Unit Prices.
    - f. Substitutions following award.
  - 5. Separate Contracts:
    - a. Work by Owner.
    - b. Work of Other Contracts.
  - 6. Schedule:
    - a. Project Schedule.
    - b. Contract Time.
    - c. Liquidated Damages.
    - d. Other Bidder Questions.
  - 7. Site/facility visit or walkthrough.
  - 8. Post-Meeting Addendum.
- E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by the issuing office to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
- 1. Sign-in Sheet: Minutes will include list of meeting attendees.
  - 2. List of Plan-holders: Minutes will include list of plan-holders.

END OF DOCUMENT 00250

## DOCUMENT 00260 - PROCUREMENT SUBSTITUTION PROCEDURES

### 1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01635 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

### 1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

### 1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than 5:00 p.m. on November 1, 2012.



2. Submittal Format: Submit three copies of each written Procurement Substitution Request, format provided by Owner.
  - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
  - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
    - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
    - 2) Copies of current, independent third-party test data of salient product or system characteristics.
    - 3) Samples where applicable or when requested by Architect.
    - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project.
    - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
  - c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
  - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 00260

DOCUMENT 00310 - PRELIMINARY SCHEDULE

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but do not affect Contract Time requirements. This Document and its attachments are not part of the Contract Documents.
- B. Available Project information includes the following:
  - 1. Project Schedule.
- C. Related Requirements:
  - 1. Section 00400 "Bid Form" for time of completion.
  - 2. Section 00700 "General Conditions" for additional information regarding Extra Work.
  - 3. Section 01100 "Summary" for construction requirements.
  - 4. Section 01320 "Construction Progress Documentation" for Contractor's construction schedule requirements.

END OF DOCUMENT 00310

## DOCUMENT 00330 - EXISTING CONDITION INFORMATION

### 1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- C. Existing specifications and submittals that include information on existing conditions including previous construction at Project site are available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- D. Photographic report of existing conditions that includes photographic documentation on existing conditions, prepared by B & R Insulation (dated July 6, 2012, July 13, 2012, July 20, 2012, July 27, 2012, August 3, 2012, August 10, 2012, August 22, 2012, and September 7, 2012) is available on Jackson County Public Works Department Web site and at the office of the Owner.
- E. Photographic and descriptive survey of existing door, frame and hardware conditions are available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- F. Geotechnical Data for reports and soil-boring data from geotechnical investigations are available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- G. Related Requirements:
  - 1. Document 00200 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
  - 2. Document 00335 "Existing Hazardous Material Information" for hazardous materials reports that are made available to bidders.

END OF DOCUMENT 00330

DOCUMENT 00335 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing asbestos report for Project, prepared by B & R Insulation, is available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- C. An existing lead report for Project, prepared by prepared by B & R Insulation, is available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- D. An existing mold report for Project, prepared by prepared by B & R Insulation, is available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- E. Geotechnical Data for reports and soil-boring data from geotechnical investigations are available for viewing on Jackson County Public Works Department Web site and at the office of Owner.
- F. Related Requirements:
  - 1. Document 00200 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
  - 2. Document 00330 "Existing Condition Information" for information about existing conditions that is made available to bidders.
  - 3. Section 01732 "Selective Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF DOCUMENT 00335

Jackson County Historic Truman Courthouse  
Interior Renovations  
102 North Main Street, Independence, Missouri 64050  
County Project No. 3147, Bid No. PW-05-2012

Issued For Construction October 19, 2012  
Revised October 30, 2012 per Addendum No. 1  
Revised November 5, 2012 per Addendum No. 2  
Revised November 9, 2012 per Addendum No. 3

BID FORM

PROJECT

DATE:

JACKSON COUNTY HISTORIC TRUMAN COURTHOUSE  
INTERIOR RENOVATIONS  
FOR JACKSON COUNTY PUBLIC WORKS  
INDEPENDENCE, MISSOURI  
PROJECT NO. 3147

The Undersigned proposes to complete the interior renovations work per the attached specifications and work plans, and to furnish all materials, machinery, tools, equipment, labor, transportation, and other means required to complete the project in accordance with the Drawings and Specifications, by this reference made a part thereof, prepared by Piper-Wind Architects, Inc. dated October 19, 2012.

Bidder acknowledges receipt of the following Addenda: \_\_\_\_\_

The Bidder has made a careful examination of the site on which the Project is to be constructed, has become informed as to the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions which would affect the work.

The Bidder agrees that if his bid is accepted, the terms and conditions set out in these Contract Documents shall govern.

BID SCHEDULE

LUMP SUM

Bidder shall include \$100,000 in Force Account in their Bid. Refer to Section 00700 "General Conditions" for additional information regarding Extra Work.

Bidder shall submit a copy of Section 00431 "Allowance Form" with their bid, and shall include this allowance in their Base Bid Lump Sum. Also refer to Section 01210 "Allowances" for additional information.

**The Undersigned acknowledges that he and his sub-contractors bidding on this project have visited the existing building and have become thoroughly familiar with the project and all existing building conditions.**

The Undersigned agrees to perform all work indicated on the Drawings and described in the Specifications and Addenda thereto, for the General Contract for this work for the sum of:

---

Dollars (\$ \_\_\_\_\_)

Jackson County Historic Truman Courthouse  
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Revised November 9, 2012 per Addendum No. 3

For the Owner's convenience, list the *total amount for all construction work* (including all sub-trades) that is included in the base bid price above related to the build-out and infrastructure for the build-out for the following first floor room #'s: 129, 130, 131, 132, 133, 135, 136, 137, and 138.

Dollars (\$ \_\_\_\_\_)

### TIME OF COMPLETION

The Undersigned agrees, if awarded the contract, to complete work by June 30, 2013. The Undersigned further agrees to commence work no later than ten (10) calendar days from date of receiving Notice to Proceed.

The Undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$2,025.00 for each day thereafter, Sundays and legal holidays excluded, that the Contract remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated, and this amount is not to be construed as in any sense a penalty.

### CONTRACT SECURITY

The Undersigned agrees, if awarded the Contract, to execute and deliver to the Architect at time of Contract signing, Performance Bond and Payment Bond in amounts equal to 100% of the Contract Sum, as set forth in the Supplementary General Conditions of the Contract.

The Undersigned agrees that the Bid Security, in the amount of not less than 5% of the amount of the Base Bid, payable to the Owner, accompanying this bid is left in escrow with the Architect, that its amount is the measure of liquidated damages which the Owner will sustain by failure of the Undersigned to execute the above named contract and bonds, and that if the Undersigned defaults in executing the contract or furnishing the stated bonds within the time limit set forth above, their Bid Security shall become the property of the Owner.

### DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation to Bid, the Instructions to Bidders, the Drawings, Specifications, and Work Plans, has visited the actual location of the work, has consulted his sources of supply, has satisfied himself as to all quantities and conditions and understands that in signing this Bid, he waives all right to plead any misunderstanding regarding the same.

The Undersigned understands that the Base Bid will determine the successful bidder without consideration for alternate bids, unit prices, and stated time of completion, (a value response for each Alternate and unit price is mandatory). The Bidder's competence, responsibility and any other factors of interest to the Owner will be a consideration in making the contract award.

Jackson County Historic Truman Courthouse  
Interior Renovations  
102 North Main Street, Independence, Missouri 64050  
County Project No. 3147, Bid No. PW-05-2012

Issued For Construction October 19, 2012  
Revised October 30, 2012 per Addendum No. 1  
Revised November 5, 2012 per Addendum No. 2  
Revised November 9, 2012 per Addendum No. 3

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids, or to accept or reject any portion of any bid, and it is understood that this bid may not be withdrawn during a period of ninety (90) days after the scheduled time for the receipt of bids.

The undersigned bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement of rules or any group, association, organization or corporation; (b) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other bidder or over the owner.

SUPERVISION

The Undersigned agrees that he will provide experienced, competent supervision to the work, using his best skill and attention. He will carefully study and compare all drawings, specifications, and other instructions and report at once to the Architect any error, inconsistency or omission which he may discover.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Authorized Officer

(seal if bid is by a corporation)

\_\_\_\_\_  
Title









## AFFIDAVIT

Comes now \_\_\_\_\_, of the  
*Printed Name of Affiant*

\_\_\_\_\_  
*Name of Bidding Entity*

and upon his/her oath states that in connection with the bid for

**Jackson County Historic Truman Courthouse Interior Renovations**  
*Name of Project Being Bid Upon*

that he/she has neither promised or paid any money in connection with the securing of this contract, and that no proceeds from the construction of the said project have been promised or will be paid to any individual or corporation. This affidavit is not construed to include payments for actual labor or materials furnished.

Further, Affiant saith not.

\_\_\_\_\_  
*Signature of Affiant*

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

My commission expires \_\_\_\_\_.



## **TAX CLEARANCE REQUIRED**

No person, firm, or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm, or corporation is duly listed and assessed on the County tax rolls and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Purchasing Manager shall cause a search to be made of the County tax rolls to determine the eligibility of that person, firm, or corporation under this section.

When the lowest responsible bidder is ineligible under this section, the Purchasing Manager may notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, the Purchasing Manager shall proceed as though the lowest responsible bidder who is eligible under this section had entered the lowest bid.

Jackson County Historic Truman Courthouse  
Interior Renovations  
102 North Main Street, Independence, Missouri 64050

Issued For Construction  
October 19, 2012  
County Project No. 3147, Bid No. PW-05-2012

Clerk of the Legislature  
Jackson County Courthouse  
306 West Kansas Avenue  
Independence, Missouri 64050

Gentlemen:

I do hereby certify that year 2011 Personal Property and/or Merchants and Manufacturers Tax for State, County, School and other purposes have been paid in the amount of \$\_\_\_\_\_. I further certify that assessment returns as required by law for year 2012 were filed on behalf of the undersigned, including therein a full, accurate and complete listing of all tangible personal property, subject to assessment in Jackson County, Missouri.

\_\_\_\_\_  
*Authorized Signature of Bidder*

\_\_\_\_\_  
*Title*

For:

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State & Zip*

\_\_\_\_\_  
*Telephone #*

*Federal I.D. #* \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

My commission expires \_\_\_\_\_.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor's attention is directed to Chapter 296, Section 296.010 to Section 296.070, inclusive, Revised Statutes of Missouri, "Discriminatory Employment Practices," including the latest amendments thereto, and to the Jackson County Ordinances, adopted by Ordinance Nos. 11, 479, and 1068, which provide in part, as follows:

"All contracts for labor services, supplies, and construction wherein Jackson County is a party, whether negotiated or formally advertised, shall contain a nondiscrimination in employment clause which shall provide that the contractor in the performance of the contract will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Actions of the contractor shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

The Contractor agrees to comply in all respects with all statutory provisions and the County Ordinances.

LIST OF INTENDED SUBCONTRACTORS

Bidder Name: \_\_\_\_\_

Will subcontractors be used to complete the work?     Yes     No

If yes, complete this form and submit it with your bid.

**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_    **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:**     Yes     No

**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_    **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:**     Yes     No



**(List of Subcontractors Continued)**

---

**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_

\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_ **DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_

\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_ **DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

**(List of Subcontractors Continued)**



**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount:** \$ \_\_\_\_\_ **DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**



**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount:** \$ \_\_\_\_\_ **DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**



**(List of Subcontractors Continued)**

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**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

**(List of Subcontractors Continued)**

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**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

**(List of Subcontractors Continued)**

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**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

**Subcontractor No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Description of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**Dollar Amount: \$** \_\_\_\_\_

**DBE:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

---

## COMPLIANCE REPORT FORM

DIRECTIONS FOR COMPLETION: Please fill out this form completely. If a question refers to 'past reports' and this is the first one, place '1<sup>st</sup> report' in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors) place 'N/A' in the blank. PLEASE BE SURE THIS REPORT IS SIGNED AND DATED BELOW.

I. COMPANY DESCRIPTION:

- A. Name of Company \_\_\_\_\_  
B. Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_  
C. Telephone Number \_\_\_\_\_ Area Code \_\_\_\_\_

II. COMPANY STATISTICS:

III.

- A. Total Number of Employees \_\_\_\_\_  
B. Total Number of Employees Who Are: ( ) ( ) ( ) ( ) ( )  
Women Black Hispanic American Indian Oriental

- |  | Yes   | No    |
|--|-------|-------|
| III. Has your company advertised for applicants since your report?<br><u>If so, please attach a list of publications in which ads appeared, the date of advertising, and copies of such advertisements.</u>                              | _____ | _____ |
| IV. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program?<br><u>If so, please attach a narrative description of such efforts.</u>                 | _____ | _____ |
| V. Has there been any adjustments in your job prerequisites of your recruiting and intake procedures?<br><u>If so, please attach a detailed report of such changes.</u>  | _____ | _____ |
| VI. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants?<br><u>If so, please attach a narrative description of such efforts.</u> | _____ | _____ |
| VII. Are you attaching another comment or concerns which you would like to have reviewed as a part of determining your compliance with your program?   | _____ | _____ |

List all minority contractors/suppliers (Minority/Women Owned Business Enterprises) with whom you have contracted during this reporting period.

NAME OF MBE/WBE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
PRODUCT, SERVICES, AREA OR SCOPE OF WORK: \_\_\_\_\_

Figures for Employment Analysis section of this report were obtained from:

- A. Available employment records \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

For information on filling out this form call:

Compliance Review Officer  
(816) 881-3467

Signature \_\_\_\_\_

Name and Title (please print) \_\_\_\_\_

Date \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISION  
(PART A)

POLICY

It is the policy of the U.S. Department of Transportation and the Missouri Department of Transportation and the Owner that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR Part 23, and Section 106© of the Surface Transportation and Uniform Relocation Assistance Act of 1987 apply to this contract.

OBLIGATION OF THE CONTRACTOR TO DBE's

The contractor agrees to insure that DBE's have the maximum opportunity to participate in the performance of this contract and any subcontract financed in whole or in part with Federal funds. In this regard the contractor shall take all necessary and reasonable steps to insure that DBE's have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of this contract or in the award of any subsequent subcontract.

BANKING SERVICES

The contractor is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

GEOGRAPHIC AREA FOR SOLICITATION OF DBE's

The contractor shall see DBE's in the same geographic area in which the solicitation for subcontracts and materials is made. If the contractor cannot meet the goals using DBE's from geographic area, the contractor shall as part of the effort to meet the goal, expand the search to a reasonable wider geographic area.

DETERMINATION OF PARTICIPATING TOWARD MEETING THE DBE GOAL

DBE participation shall be counted toward meeting the goal as follows:

- a. One a firm is determined to be an eligible DBE, the total dollar value of the contract or subcontract awarded to the DBE is counted toward the goal.
- b. The contractor may count forward in the DBE goal a portion of the total dollar value of a subcontract with a joint venture eligible under the DBE standards equal to the percentage of the ownership and controls of the DBE partner in the joint venture.
- c. The contractor may count toward the DBE goal, expenditures to DBE's who perform a commercially useful function in the contract. A DBE is considered to perform a commercially useful function when responsible for execution of a distinct element of

- the work of a contract and the carrying out of the responsibilities by actually performing, managing, and supervising the work involved.
- d. The contractor may count toward the DBE goals 60 percent of its expenditures of materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures to a DBE manufacturer.
1. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishments in which the materials or supplies required for the performance of the contract are bought, kept in stock and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question.
  2. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section (i.e., a truck hauler is a regular dealer when the firm owns, operates and maintains or leases, operates and maintains the distribution equipment for the delivery of the above products to the public in the usual course of business. Ad hoc performance for one contractor or select group of contractors does not qualify as a regular dealer).
  3. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises that material, or supplies obtained by the contractor (i.e., a supplier who produces goods from raw materials or substantially alters them before resale).
- e. A contractor may count toward the DBE goals the following expenditures to DBE firms that are not regular dealers or manufacturers:
1. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, or trucker is not also the manufacturer of, or a regular dealer in, the materials and supplies, provided that the fee is determined by the Missouri Highway and Transportation Department to be reasonable as compared with fees customarily allowed for similar services.

#### GOALS FOR THE AMOUNT OF WORK TO BE AWARDED TO DBE's

The following goal has been established for this contract. The dollar value of work, supplies, and services will be based on the amount anticipated to be paid to DBE's. For firms owned and controlled by socially and economically disadvantaged individuals (DBE's) the goal for the amount of work to be awarded is **10%** of the total contract price.

\*See Notice to Bidders for percentage.

Failure to meet the contract goal or to furnish documentation acceptable to the Owner of efforts to meet this goal may be cause for rejection of the bid.



## REPLACEMENT OF DBE SUBCONTRACTORS

The contractor shall make good faith efforts to replace a DBE subcontractor who is unable to perform satisfactorily with another DBE subcontractor. Replacement firms must be approved by the Owner.

## DOCUMENTATION OF GOOD FAITH EFFORTS TO MEET THE DBE CONTRACT GOAL

Good faith efforts to meet the DBE goal may include such items as, but not limited to, the following:

- (1) Attended a pre-bid meeting, if any, scheduled by the Owner to Inform DBE's of Contracting and subcontracting opportunities;
- (2) Advertised In general circulation trade association and socially and economically disadvantage business directed media concerning the subcontracting opportunities;
- (3) Provided written notice to a reasonable number of specific DBE's that their interest in the contract is solicited, in sufficient time to allow the DBE's to participate effectively;
- (4) Followed-up on initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- (5) Selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contract into economically feasible units to facilitate DBE participation);
- (6) Provide interested DBE's adequate information about plans, specifications, and requirements of the contract;
- (7) Negotiated in good faith with interested DBE's not rejecting DBE's as unqualified with out sound reasons based on a thorough investigation of their capabilities;
- (8) Made efforts to assist interested DBE's obtaining bonding, lines of credit or insurance required by the Owner or by the bidder; and,
- (9) Made effective use of the services of available disadvantaged business organizations, minority contractors' groups; local, state and Federal disadvantage business assistance officers; and other organizations that provide assistance in the recruitment and placement of DBE's.

The undersigned certifies that the following steps have been taken to obtain DBE participation:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

#### SPECIALTY ITEM

Subcontract work awarded to DBE subcontractors not to exceed the amount specified in the proposal or the amount designated in the contract by the contractor whichever is less and not to exceed a total of 20% of the contract will be considered specialty items under the provisions of Sec. 108.1.1.

#### VERIFICATION OF DBE PARTICIPATION

Prior to release of retained percentage, the contractor shall file a list with the Owner showing the DBE's used and the work performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in the contract. Failure on the part of the contractor to achieve the DBE participation specified in the contract may result in sanctions being imposed on the Owner for noncompliance with Section 49 CFR, Part 23, and Section 106© of the Surface Transportation and Uniform Relocation Assistance Act of 1987. If the total DBE participation is less than the contract goal stated by the Owner, the Owner may sustain damages, the exact extent of which would be difficult or impossible to ascertain and therefore in order to liquidate such damages, the monetary difference between the amount of the goal stated by the Owner and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the contractor's payments as liquidated damages. If the contract is awarded with less than the contract goal stated by the Owner, that amount shall become the goal and shall be used to determine liquidated damages. No such deduction will be made when, for reason beyond control of the contractor, the stated DBE participation is not met.

#### BIDDING PROCEDURE

The bidder shall complete the information required under Part A and submit with the bid proposal. Failure to submit the completed Part A with the bid proposal may be cause for rejection of the bid. Part B shall be completed and submitted with the bid proposal or delivered by the low and second bidder within three working days after the letting date. No extension of time will be allowed for any reason.

Failure to deliver the completed and executed Part B showing DBE participation of not less than that specified by the bidder in Part A by 5:00 p.m. on the third working day after the letting will be cause for rejection of the low bid and the proposed guaranty will become the property of the

Jackson County Historic Truman Courthouse  
Interior Renovations  
102 North Main Street, Independence, Missouri 64050

Issued For Construction  
October 19, 2012  
County Project No. 3147, Bid No. PW-05-2012

Owner. The proposal guaranty of the second low bidder will be retained under the same conditions until the owner has determined that the award will not be made to the second low bidder.

If Part B is not submitted with the bid, it shall be delivered directly to the Engineer at the following address:

Jackson County Missouri  
Department of Public works  
Engineering Division  
303 West Walnut  
Independence, MO 64050

**PARTICIPATION BY DBE'S (MUST COMPLETE AND SUBMIT WITH PROPOSAL)**

The bidder agrees to utilize DEB's as follows:

DBE PARTICIPATION \_\_\_\_\_% OF TOTAL CONTRACT

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Name of Company

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Authorized Signature

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Title

Date

Jackson County Historic Truman Courthouse  
Interior Renovations  
102 North Main Street, Independence, Missouri 64050

Issued For Construction  
October 19, 2012  
County Project No. 3147, Bid No. PW-05-2012

**DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS  
(PART B)**

**IDENTIFICATIONS OF PARTICIPATING DBE'S**

The undersigned submits the following list of DBE's to be used in accomplishing the work of this contract. The work supplies or service, applicable value and percent to total contract each DBE is to perform/furnish is as follows:

No.	DBE Contractor or Supplier/Name & Address	Description of Work, Supplies or Service	Dollar Value of Work, Supplies or Service	% Dollar Value Applicable to DBE Goal	Amount Applicable to DBE Goal	% Total Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>TOTAL DBE PARTICIPATION</b>						

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DBE-6

00406 - 6



Identification of Participating DBE's: The information on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the \_\_\_\_\_

\_\_\_\_\_ by 4:00 p.m. on the third working day after the bid opening. Fax or email original copy must be mailed by overnight mail to the Local Public Agency the day of the FAZ or email transmittal. Contact External Civil Rights at (573)751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal 0%)

The undersigned submits the following list of DBE's to be used in accomplishing the work of this contract. The work, supplies or service applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$Value of DBE of Work**  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % of \$ Value Applicable to DBE Goal** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (CxD)	(F) % Of Total Contract Amount for each item  (E/Total Contract Amount)
1.		Total _____		Total _____	Total _____
2.		Total _____		Total _____	Total _____
3.		Total _____		Total _____	Total _____
4.		Total _____		Total _____	Total _____
Total DBE Participation					

\*\* Cannot exceed contract amount for given items of work.

DBE Submittal Forms

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$Value of DBE of Work**  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % of \$ Value Applicable to DBE Goal** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (Cx D)	(F) % Of Total Contract Amount for each item  (E/Total Contract Amount)
Trucking Services  Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services  Trucks are leased from non-DBE source				Only include Fees for Trucking Services	
Brokered Services				Only include Fees for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

\*\* Cannot exceed contract amount for given item of work.

Company: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

DOCUMENT 00431 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Jackson County Historic Truman Courthouse Interior Renovations.
- C. Project Location: 102 North Main Street, Independence, Missouri 64050.
- D. Owner: Jackson County Public Works Department, 303 West Walnut Street Independence, Missouri, 64050.
- E. Owner Project Number: County Project No. 3147.
- F. Owner Bid Number: Bid No. PW-05-2012.
- G. Architect: Piper-Wind Architects, Inc., 2121 Central Street, Suite 143, Kansas City, Missouri 64108.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01210 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Submitted By: \_\_\_\_\_  
(Insert name of bidding firm or corporation)

Authorized  
Signature: \_\_\_\_\_  
(Handwritten signature)

Signed By: \_\_\_\_\_  
(Type or print name)

Title: \_\_\_\_\_  
(Owner/Partner/President/Vice President)