

LEGAL NOTICE OF INVITATION FOR BIDS
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
OFFICE OF THE COUNTY ENGINEER

Bids are being solicited for a capital construction project known as:

Project Name **PLANT 20 CHEMICAL PHOSPHOROUS REMOVAL**
Project ID No. **PRJ-010201**
Bid Date **August 26th, 2026**
Contract Time **288 Days**
Estimated Value **\$1,500,000.00 - \$2,000,000.00**

Bids will be received until 8:45 a.m. on the above date, at the Office of the Unified Government Clerk, Municipal Office Building, 701 North Seventh Street, Kansas City, Kansas, 66101. At 9:00 a.m., in the Commission Chambers, the bids will be publicly opened and read aloud.

Printed copies of the Bidding Documents consisting of the drawings and specifications, together with information to bidders, bid proposal form and forms of contracts, performance bond and statutory bond may be obtained from Drexel Technologies. Additionally, Bidding Documents may be picked up at Drexel Technologies or downloaded electronically at <http://www.drexeltech.com/>. See the Drexel Technologies website for pricing. All purchases are non-refundable. Drexel Technologies can be contacted by phone at (913) 371-4430 or electronically at <http://www.drexeltech.com/>. Bidding Documents will be shipped only if the requesting party assumes responsibility for all related shipping charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies.

The Bidding Documents may be examined online at <http://www.drexeltech.com>, in person during regular business hours at Drexel Technologies 10840 West 86th Street Lenexa, KS 66214-1632 or at the office of the County Engineer, 701 N. 7th Street, Kansas City, KS.

A mandatory Pre-Bid Conference will be held at:

Kaw Point Wastewater Treatment Plant
50 Market St, Kansas City, KS 66118
Room: Administration Building, Rm. 207
Date: August 5th 2026
Time: 9:00am

Bid security is required. The Unified Government reserves the right to reject any or all bids. Instructions to Bidders contains additional requirements.

The Unified Government of Wyandotte
County/Kansas City, Kansas


_____ for Troy Shaw
County Engineer

Unified Government Clerk

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. This Project Manual is the official communication from the Unified Government regarding this project. No information outside the Project Manual shall modify or change the Project Manual or affect the risk or obligation assumed by the bidder or relieve him from fulfilling any of the conditions of the Project Manual. Prospective bidders shall familiarize themselves with the Project Manual in its entirety, including all Contract Documents and the definitions contained in Section 1 of the General Conditions. Should a prospective bidder be in doubt as to the meaning of any provision in the Project Manual, he or she may submit to the Unified Government a written request for an interpretation. Any written request for interpretation shall be submitted to the Unified Government no later than seven (7) days from the date set for bid opening. Any interpretation of the Project Manual shall be made by amendment and provided to all bidders.
2. Sealed bids will be received until the date and time stated in the Legal Notice of Invitation for Bids, at which time the bids will be publicly opened and read aloud in the Chambers of the Unified Government Board of Commissioners, located in the Lobby Level of the Municipal Office Building, 701 N 7th Street, Kansas City, Kansas.
3. Bids shall be submitted in sealed envelopes, addressed to the Unified Government Clerk, 701 North 7th Street, Suite 323, Kansas City, Kansas 66101. The outside of each sealed envelope containing a Bid Form shall plainly be marked "Bid" and shall state the name of the project and the name and address of the bidder. If forwarded by mail, the sealed envelope containing the Bid Form must be mailed inside another envelope to the addressee.
4. Within ten days from the date of receipt of the notice of award, the successful bidder shall come into compliance with Article XI, section 29-586 of the Unified Government's Procurement Code regarding Equal Employment Opportunity and Affirmative Action Programs; see also Sections 18-137 and 18-138. For information regarding compliance requirements, contact the Contract Compliance Division located on the 3rd Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 318 or call (913) 573-5443.
5. The Unified Government encourages solicitations from local-, minority-, and women-owned businesses, on all projects whether or not project goals are established. Prime bidders may access a listing of L/M/WBE firms by visiting www.wycokck.org and clicking the link titled "Supplier Database."
6. All bids shall be submitted on the printed Bid Form, or photocopy thereof, included in this Project Manual. All blank spaces must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one executed copy of the Bid Form is required. All other forms required to be submitted shall be completed by the bidder and submitted with the Bid Form. The Bid Form and all required forms shall be fastened together in one package. A second complete copy of the Bid Form and all other required forms, fastened as a second package, shall be submitted in the same envelope.
7. All Bids in excess of \$50,000.00 must be accompanied by bid security in the form of a bank-certified check, cash, or a Bid Bond underwritten by a surety company licensed to issue Bid

Bonds in the State of Kansas. The bid security shall be in an amount not less than five percent (5%) of the total bid. The Bid Bond shall be in substantially the Bid Bond form provided in this Project Manual. The check or Bid Bond shall be made payable to the Unified Government of Wyandotte County/Kansas City, Kansas. As soon as the bids have been compared, the Unified Government will return the checks or cash of all except the three lowest responsible and responsive bidders. Upon execution of the contract by the Unified Government, the checks or cash shall be returned to unsuccessful bidders.

8. Bids may be modified or withdrawn by written notice to the Unified Government Clerk, 701 North 7th Street, 3rd Floor Suite 323, Kansas City, Kansas 66101, prior to the time and date for bid opening. No bidder may withdraw or modify a bid within sixty (60) days after the actual date of bid opening.
9. The Unified Government may issue amendments to this Project Manual prior to the time for receipt of bids. The bidder shall acknowledge receipt of all amendments by executing and submitting them with the bid. Amendments shall be sent to all prospective bidders known to have received a Legal Notice of Invitation for Bids. Any postponement of the opening date of bids shall be effectuated by amendment.
10. Bidders shall visit the site of work and existing facilities and shall fully inform themselves of existing conditions and limitations. Any geotechnical reports made available to Bidders are for information only and are not a warranty of subsurface conditions, nor part of the Contract Documents. Bidders are encouraged to study all available reports of subsurface exploration and other technical data to draw their own conclusions regarding site conditions and may conduct their own independent investigation of the site. Responsibility for differing site conditions shall be determined in accordance with Section 16 of the General Conditions. Bidders are responsible for studying all reports of subsurface exploration and other technical data which may be identified in the bidding documents. Bidder shall be familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work. Bidder shall prepare bid from complete bidding documents.
11. A conditional or qualified bid will be rejected. The Unified Government reserves the right to waive minor irregularities in a bid and to correct obvious mathematical errors on a bid form. The Unified Government reserves the right to reject any or all bids, as provided Section 29-178 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas. Bidders understand and agree that rejection of bids shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas.
12. All bids must include a lump sum price/unit price tabulation for one or more geographical sites and single grand total. Comparison of bids will be based on the grand total. Unit prices shall prevail in calculation of the grand total. A single bidder will be selected.
13. The contract for the work shall be awarded to the lowest responsive and responsible bidder whose bid does not exceed available funds as certified by the appropriate Fiscal Officer. Bidders not complying with all the requirements contained in the Legal Notice of Invitation for Bids and the Instructions and Information to Bidders may be judged nonresponsive by the

Procurement Officer. Bidders shall supply information as requested by the Procurement Officer concerning the responsibility of such bidder. The Unified Government may waive informalities in its determination of responsiveness and responsibility.

14. Written notice of award shall be sent to the successful bidder via email with read receipt for acknowledgement. Within ten (10) days from the date of receipt of the notice of award, the successful bidder shall perform the following:

- (a) For contracts in excess of \$50,000.00, submit a performance bond to the Project Manager, Unified Government Public Works Department, 701 N 7th St., Suite 712, Kansas City, Kansas 66101, in the amount of 100% of the contract price and a payment bond to the State of Kansas in the amount of 100% of the price specified in the contract for the protection of all persons supplying labor, materials, equipment, and supplies to the contractor or its subcontractor. Said payment bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the District Court of Wyandotte County, Kansas.

- (b) Designate an Agent:

- i. If the contractor is not a corporation or a resident of the State of Kansas, file an Appointment of Process Agent Form in the office of the Clerk of the Wyandotte County District Court, with a copy to the Clerk of the Unified Government and the Buyer.

- ii. If the contractor is a foreign corporation, but has applied to and been authorized by the Kansas Secretary of State to do business in Kansas in accordance with Chapter 17 of the Kansas Statutes Annotated, as amended, and has a resident agent in the State of Kansas, execute and submit the foreign Corporation Resident Agent Designation form to the Clerk of the Unified Government with a copy to the Buyer.

- (c) Submit the Affidavit of Intended Utilization form provided in this Project Manual.

- (d) Submit a certificate of insurance evidencing insurance as required by Section 27 of the attached General Conditions.

- (e) Execute the agreement.

The Unified Government may, at its option, declare the bidder in default if the bidder fails to perform all the above-enumerated conditions, in which case the bid security shall become the property of the Unified Government.

15. All bonds required by this Project Manual shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by the Unified Government of Wyandotte County/Kansas City, Kansas. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney.

16. The Unified Government, within thirty (30) days of the successful bidder's compliance with all the conditions contained in paragraph number 14, above, shall sign and return to the bidder a photocopy of the executed agreement. Should the Unified Government not execute the Agreement within thirty (30) days period, the Bidder may by written notice withdraw its signed agreement. Such notice of withdrawal shall be effective upon receipt of notice by the Unified Government.
17. A Notice to Proceed will be issued to the successful bidder within thirty (30) days of the execution of the Agreement by the Unified Government. In the event a Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Unified Government and the successful bidder. If a Notice to Proceed has not been issued within the mutually agreed time, the successful bidder may, by written notice as provided in section 16, above, terminate the Agreement without further liability on the part of either party.
18. Prior to beginning performance under the Agreement, the successful Bidder must pay all occupational taxes due the Unified Government. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas Business License Division at (913) 573-8690.
19. The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed in compliance with the Local Governments' tax laws. The successful bidder agrees that it shall comply with the respective these tax laws throughout the term of this Agreement and any Agreement renewals and that proof of its compliance shall be a condition of award. All successful bidders entering into an Agreement and subsequent renewal with the Unified Government in the amount of \$50,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the Local Governments and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice to proceed to contract by the County. For information, instructions, and forms regarding compliance requirements, contact the Contract Compliance Division located on the 3rd Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 318 or call (913) 573-5443.
20. Successful bidders(s) shall furnish the supplied Maintenance Bond in an amount equal to 25% of the total Contract Price holding good for a period of three (3) years after the final acceptance of the Work. The maintenance bond shall protect the Unified Government against all damages, losses and expenses which may occur to the Unified Government, by reasons of defective materials used, or by reason of defective workmanship done, for, and the construction of, said work; and shall refill all excavation in such manner that it shall be, and shall remain, for the said period of three (3) years, flush with the surfaces of streets and adjacent property, and shall repair for said period of three (3) years, all pavements, walks, curbs, gutters, and sodding over and adjacent to said Work if such items are damaged as the result of settlement of backfill of

excavated areas. If any items covered by the maintenance bond are not repaired or replaced by the Contractor within a reasonable time, as determined by the Unified Government or if a hazard occurs as the result of disrepair, the Unified Government shall have the right to correct, or have corrected such disrepair, at the expense of the Contractor or Bonding Company. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such bond shall be furnished by the Contractor immediately following the completion of the project and acceptance thereof by the Unified Government.

21. The requirements of 2 CFR Part 200 apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

- Suspension and debarment at 2 CFR 200.214
- Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216
- Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305
- Program Income requirements at 2 CFR 200.307
- Revision of budget and program plans at 2 CFR 200.308
- Disposition of property acquired with CPF funds at 2 CFR §200.311
- Procurement requirements at 2 CFR §200.317-327
- Record retention and access requirements at 2 CFR 200.334- 200.338
- Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330
- Subrecipient monitoring and management at 2 CFR 200.331- 200.333
- Remedies for Noncompliance at 2 CFR 200.339-200.343
- Closeout of federal grants at 2 CFR §200.344-346
- Cost Principles at 2 CFR Part 200, subpart E
- Audit requirements at 2 CFR Part 200, subpart F

22. The requirements of Executive Order 14398 (March 26, 2026) apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

In connection with the performance of work under this contract, the successful bidder agrees as follows:

- ***No Racially Discriminatory DEI Activities.*** The contractor will not engage in any racially discriminatory DEI activities, as defined in Section 2 of the Executive Order;
- ***Access to Books and Records.*** The contractor will furnish all information and reports, including providing access to books, records and accounts, as required by the contracting agency for purposes of ascertaining compliance with this clause;
- ***Actions Pursued for Noncompliance.*** In the event of noncompliance by the contractor or a subcontractor, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor *may be declared ineligible for further government contracts*;
- ***Reporting of Subcontractor Conduct.*** The contractor will report any subcontractor's

known or reasonably knowable conduct that may violate the clause to the contracting agency and take any appropriate remedial actions directed by the agency.

- ***Notification of Litigation.*** The contractor will inform the contracting agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and
- ***False Claims Act (FCA) Materiality.*** The contractor recognizes that compliance with the clause is *material* to the government's payment decisions for purposes of section 3729(b)(4) of the FCA.