

EDGERTON, KANSAS

207TH STREET GRADE SEPARATION**ADVERTISEMENT FOR BID**

Sealed proposals for the 207TH STREET GRADE SEPARATION, in the City of Edgerton, Kansas will be received from qualified bidders by the City of Edgerton, Kansas at 404 East Nelson (PO Box 255), Edgerton, Kansas 66021 until **2:00 PM on WEDNESDAY, JANUARY 20, 2021** at which time and place all bids will be publicly opened and read. Bids received after the designated closing time will be returned unopened. All contractors who plan to submit a proposal on the project are requested to attend.

All proposals shall be made on a printed proposal form included in a bound Project Manual containing the specifications for the Work and shall be submitted in sealed envelopes addressed to the City of Edgerton, Kansas and marked "207TH STREET GRADE SEPARATION."

This project will construct 207th Street (appx 2600 Lin. Ft.) including a bridge over the BNSF rail (appx 550 Lin. Ft.), as well as Coop Rd (appx 1200 Lin. Ft.) in Edgerton along with associated stormwater improvements, sidewalk and other related improvements.

The Project Manual, consisting of the Bidding Documents (which shall include the advertisement for bid, instructions to bidders, proposal and statement of bidder's qualifications) and Contract Documents (which shall include the proposal, performance bond, statutory bond, contract, general conditions, special conditions, technical specifications, and any addenda authorized by the Owner), and the Plans may be examined at the office of the City Clerk, Edgerton City Hall, 404 East Nelson, Edgerton, Kansas 66021. Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc. Any questions regarding the project, plans, specifications or bid documents should be directed to Simon Sun, Design Engineer at (816) 360-2756.

Each bid shall be accompanied by a certified check or cashier's check drawn on a National Bank or a bank having membership in the Federal Reserve System or a bid bond made payable to "The City of Edgerton, Kansas" in an amount of not less than five percent

(5%) of the total bid, which may be retained until a contract for the project shall have been awarded. Bid checks or bid bonds will be returned to the unsuccessful bidders if and when their bids are rejected. An agent authorized to transact business in the State of Kansas shall write the bonds.

Each bidder shall upon request of the City of Edgerton, Kansas submit on the form furnished for that purpose, a statement of the bidder's qualifications, the bidder's experience record in the type of work embraced in this project, his organization and equipment available for the work contemplated and, when specifically requested by the City of Edgerton, a detailed financial statement.

The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Edgerton, in its sole discretion, that the bidder is qualified to carry out properly the terms of the Contract.

The bidder to whom a contract for the Work is awarded will be required to furnish performance and statutory bonds acceptable to the City of Edgerton, Kansas, each in amount of one hundred percent (100%) of the Contract, in conformity with the requirements of the proposed Contract Documents. Each bond shall be written by an agent having an established office in Kansas.

The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason or to waive any informalities in the bidding.

Bids may be held by the City of Edgerton, Kansas for a period not to exceed sixty (60) days from the date of the opening of the bids for the purpose of reviewing the bids and investigation of the qualifications of the bidder prior to the awarding of the Contract.

INSTRUCTIONS TO BIDDERS

1. GENERAL NOTICE

Sealed proposals for 207TH STREET GRADE SEPARATION, in the City of Edgerton, Kansas will be received from qualified bidders by the City of Edgerton, Kansas at 404 East Nelson Street (PO Box 255), Edgerton, Kansas 66021 until **2:00 PM on WEDNESDAY, JANUARY 20, 2021** at which time and place all bids will be publicly opened and read. Bids received after the designated closing time will be returned unopened. All Contractors who plan to submit a proposal on the project are requested to attend.

2. PLANS AND SPECIFICATIONS

The Project Manual, consisting of the Bidding Documents (which shall include the advertisement for bid, instructions to bidders, proposal and statement of bidder's qualifications) and Contract Documents (which shall include the proposal, performance bond, statutory bond, contract, general conditions, special conditions, technical specifications, and any addenda authorized by the Owner), and the Plans may be examined at the office of the City Clerk, Edgerton City Hall, 404 East Nelson, Edgerton, Kansas 66021. Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc. Any questions regarding the project, plans, specifications or bid documents should be directed to Simon Sun, Design Engineer at (816) 360-2756.

3. PROPOSALS

All proposals shall be made on the forms provided in this bound copy of the Project Manual. All proposals shall be legibly written in ink or typewritten, with all prices given in figures.

No alterations in proposals or in the printed forms will be permitted by erasures, deletions or interpolations unless each alteration is signed or initialed by the bidder. If initialed, the City of Edgerton ("Owner" or "City") may require the bidder to identify the alterations so initialed. Proposals carrying riders or qualifications to the bid as submitted will be rejected as irregular.

Each bidder shall enclose the bound copy of the Project Manual containing his proposal in a sealed envelope, addressed to "The City of Edgerton, Kansas," and marked "207TH STREET GRADE SEPERATION" in the City of Edgerton, Kansas.

4. PROPOSAL GUARANTEE

Each proposal shall, as guarantee of good faith on the part of the bidder, be accompanied by a certified check or cashier's check, drawn on a National Bank, or on a bank having a membership in the Federal Reserve System, or a bid bond, in the amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without conditions to "The City of Edgerton, Kansas" and the amount of the check will be retained by, and forfeited to, the Owners as liquidated damage if such proposal is accepted and the contract is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owners.

5. SIGNATURE OF BIDDER

Each proposal must be signed in ink by the bidder with his/her full name and with his/her business address or place of residence and telephone number. In the case of a firm, the name and residence of each member must be inserted, and in the case the proposal is submitted by, or on behalf of, a corporation, it must be signed in the name of the corporation by an official who is authorized to bind the bidder and who shall also affix the corporate seal of such corporation.

6. ONLY ONE PROPOSAL ACCEPTED

No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

7. RESPONSIBILITY OF AGENT

Any person signing a proposal as the agent of another or for others may be required to submit satisfactory evidence of his authority to do so.

8. QUALIFICATION OF BIDDERS

Each bidder shall upon request of the City of Edgerton, Kansas, submit on the form furnished for that purpose, a statement of the bidder's qualification, his/her experience record in constructing the type of repairs embraced in this project, his/her organization and equipment available for the work contemplated and when specifically requested by the City of Edgerton, a detailed financial statement. The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. Each bidder shall perform at least 50% of the Work without the use of subcontractors. Computation of Subcontractors Work will be consistent with GC-74, Computation of Subcontractors Work.

9. LOCAL CONDITIONS

Bidders shall read the Project Manual, examine the Plans, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the Work called for by the proposed contract, including local conditions, uncertainty of weather,

and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed Work, and by such means as they may choose, as to actual conditions and requirements. Information derived from the Project Manual, including the Plans, or from the Consulting Engineer, the City Engineer or their assistants shall not relieve the bidder of this responsibility.

10. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Project Manual, including the Plans and Project Specifications, incorporated therein, he/she may submit to the City Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of the documents included in the Project Manual will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of such Contract Documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.

11. COMPARISON OF BIDS

All bids shall be totaled for comparison by adding the amounts determined by multiplying the stipulated approximate quantity by the unit price named in the proposal for that item. In the case of alternate items, the Owner will have the ability to accept any or all alternates. If alternates are chosen by the Owner, these bid amounts shall be added to the total defined above with reductions for an "in lieu of" items as may be the case.

12. UNBALANCE OF BIDS

The unbalancing of bids will not be tolerated. Evidence of material unbalancing will be considered cause for rejection. No modification of bids already submitted will be considered unless such modifications are received prior to the hour set for opening.

13. BONDS

The contractor to whom the Work is awarded will be required to furnish the following Surety Bonds:

(a.) Performance Bond - A bond to the City of Edgerton, Kansas in the amount of one hundred percent (100%) of the amount of the Contract, and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of the Contract.

(b.) Statutory Bond - A bond to the State of Kansas, as required by statute, to guarantee the payment of labor and material bills.

All bonds shall be executed according to the sample forms hereto attached, signed by a surety company authorized to transact business in the State of Kansas, and acceptable as surety to The City of Edgerton, Kansas. Each bond must be accompanied by a "Power

of Attorney." The bonds shall be written by an agent authorized to transact business in the State of Kansas.

14. LIABILITY INSURANCE

Refer to Addendum A, Insurance Requirements, as an addendum to this contract.

15. RETURN OF PROPOSAL GUARANTEE

The bid checks or bonds of the three (3) lowest and best bidders may be retained for a period of not more than sixty (60) days pending the execution of the Contract and bonds by the successful bidder. All other bidders' checks or bonds will be returned immediately after the bids have been tabulated and the three lowest and best bids have been determined. Checks or bonds, which have been retained, will be returned when the contractor to whom the Contract has been awarded has furnished approved bonds and filed the necessary number of signed Contracts with the City of Edgerton, Kansas.

16. REJECTION OF BIDS

The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason and to omit one or more items, or portions of items, of the proposal from the award of the Contract, in its sole discretion.

17. PAYMENTS

Payment for all Work performed under this Contract and material stored on the project site will be made as follows:

Estimates of the work completed will be made on the 25th day of each month after the Contractor commences work on this project. Ninety percent (90%) of the estimate will be paid within 30 days after the approval of the estimate, on the condition that the estimate includes lien waivers for work performed by the Contractor and all subcontractors up to and including 30 days prior to the estimate date. The final estimate will be paid within 30 days after the completion of and the acceptance of the construction by the City Council at a regularly scheduled City Council meeting, upon receipt of final lien waivers, and upon satisfaction of the terms of this Contract.

18. BOUND COPY OF PROJECT MANUAL

None of the documents contained in the Project Manual shall be removed prior to filing same with the City of Edgerton.

19. TAXES AND PERMITS

The Contractor shall secure and pay for all permits necessary for the prosecution of any and all parts of the Work from cities, county, state or other governing bodies having jurisdiction. The Contractor shall acquaint itself with and conform to the requirements, rules and regulations of said governing bodies.

The Contractor shall pay all taxes, except sales taxes, that may be lawfully assessed against the Owner or Contractor in the execution and performance of the Contract and Work covered thereby. The unit prices in the Proposal shall include all such taxes.

It is the intention of the Owner to secure an exemption certificate for this project permitting the Contractor to purchase materials without payment of the sales or compensating tax. All bidders shall make allowance for this exemption and shall prepare their bids to reflect the exemption from sales or compensating taxes.

The Contractor must furnish each supplier with a properly executed exemption certificate for the supplier's files. All suppliers' invoices for materials to be incorporated in the Work shall include the exemption certificate number. The Contractor must furnish the Owner with a copy of all invoices. When the project is completed, the Contractor shall file with the Owner, a certified statement that all exempt purchases made were entitled to be exempt of Kansas Retailer's Sales or Compensating Tax. The Owner shall file said statement with the State of Kansas.

The Contractor to whom an exemption certificate has been issued shall assume full responsibility for its proper use of the certificate number, and shall pay all costs of any legally assessed penalties relating to its improper use of the certificate number.

20. WITHDRAWAL OF BID

No bidder may withdraw its proposal for a period of 60 days after date and hour set for the opening herewith. A bidder may withdraw its proposal at any time prior to the expiration of the period during which proposals may be submitted by written request of the bidder, which must be signed in the same manner and by the same person who signed the proposal.

21. RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and workers who may be employed by the Owner, on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on its part, and shall at its own expense, repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workers of the Owner in regard to their work shall be adjusted and determined by the City Engineer.

If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time. Extensions of time will be handled according to provisions in paragraph GC-48, Extensions of Time.

When two or more contracts are being executed at one time, in such manner that work on one contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of persons, material or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the City to the contractor so desiring, to the extent that may be reasonably necessary.

22. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION

- A. The Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with all Federal Regulations or acts regarding construction or employment when Federal Funds are used on the project.
- B. The Contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- C. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- D. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the Owner.

The Contractor shall include the provisions of paragraphs (A) through (E) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.