

CITY OF OSWEGO, KANSAS
STREET IMPROVEMENT PROJECT
PROJECT 2015

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

MAYOR
F. W. CUNNINGHAM JR.

CITY SUPERINTENDENT
CALVIN JURGENSEN

Project: City of Oswego
Street Improvements Project 2015
Street Overlay

PROPOSAL

To the City Council of the City of Oswego, Kansas.

1. DESCRIPTION: For constructing (or improving) the project designated above, and consisting of 1 ½ inch overlay per KDOT specifications or approved alternate at:

- | | |
|--|---------------------------|
| 1. Ohio St-Hwy 59 to S City Limits 11500 Rd | Approx. 2830 ft. x 25 ft. |
| 2. Barker Drive- Hwy 160 to Ohio | Approx. 1370 ft. x 25 ft. |
| 3. 8 th St- Hwy 160 to Wisconsin | Approx. 1940 ft. x 20 ft. |
| 4. 8 th and Iowa to Kansas on 9 th | Approx. 1125 ft. x 15 ft. |
| 5. 8th and Indiana to 9th and Indiana | Approx. 380 ft. x 16 ft. |
| 6. Tomahawk Road | Approx. 2530 ft. x 25 ft. |
| 7. 8 th and Merchant –South 160 feet
(This is rock and needs primed) | Approx. 160 ft. x 16 ft. |
| 8. Woodmor St | Approx. 1170 ft. x 15 ft. |
| 9. Crain Park Road | Approx. 725 ft. x 16 ft. |

together with any incidental work necessary to complete the above. Shoulders will be cut but surfaces will need to be prepped and broomed. Areas in streets that have holes or dips need to be filled in 24 to 48 hours prior to being overlaid. All intersections meeting new overlay are to be feathered back to include corner flares. Driveways are to be feathered back 3' to provide a smooth transition. All streets are to have a 2% crown. Streets with manholes and valves higher than the street – feather back 10'. Streets with manholes and valves lower than the street, feather back 5'. Heavy Tack Kote at the rate of .25 gals per square yard is required and shall be included in the work being done.

2. SPECIFICATIONS, CONTRACT, AND BOND. The specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the "KDOT Standard Specifications for State Road and Bridge Construction", together with the "Special Provisions, Job and General", if any, attached to this proposal.

3. MISCELLANEOUS. The undersigned, as bidder, declares that the only person or parties interested in this proposal as principal are those named herein; that this proposal is made without collusion or combination of any kind or character with any other person, firm, association, or corporation, or any member or officer thereof; that he has carefully examined the location of the proposed work, Standard Specifications, and special provisions heretofore mentioned, and the form of contract and contract bond; that he proposes and agrees, if this proposal is accepted, to execute the contract and bond and secure execution of the bond by satisfactory surety and to

provide all necessary machinery, tools, apparatus, and other means of construction, and will do all work and furnish all materials specified in the contract, in the manner and time prescribed and in accordance with the requirements of the Engineer as therein set forth; and that he will accept in full payment therefore the amount or amounts certified by the Engineer in accordance with the bid, specification, and contract.

4. **SUBCONTRACTING.** The undersigned bidder understands that second tier subcontracting is specifically forbidden. Subcontractors shall not subcontract.

5. **ITEMIZED PROPOSAL.** The undersigned submits the following itemized proposal and hereby authorizes the City of Oswego to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

6. **TIME FOR COMPLETION.** If this proposal is accepted the undersigned hereby agrees that the work will begin not later than the authorization date in the Notice To Proceed and will diligently prosecute at such a rate and in such manner as, in the judgment of the Engineer, is necessary for the completion of the work within the time specified as follows:

Within 45 working days

7. **LIQUIDATED DAMAGES.** The undersigned further agrees that, should he fail to complete the work in the time specified or such additional time as may be allowed by the Engineer under the contract, the amount of liquidated damages to be recovered in accordance with the requirements of Section 108.08 of the Standard Specifications shall be as follows:

Liquidated Damages Per Working Day \$200.00

8. **PROPOSAL GUARANTY.** The undersigned submits and attaches to this proposal a proposal guaranty meeting the requirements of Section 102.12, except substitute City of Oswego in place of Secretary.

Dated this ____ day of _____, 2015.

Name of Bidder

Authorized Officer & Title

Address

CITY OF OSWEGO
STREET IMPROVEMENT
PROJECT 2015

DESCRIPTION: Street Overlay

ITEMIZED PROPOSAL	PRICE
1. Ohio St-Hwy 59 to S City Limits 11500 Rd	2830 ft. x 25 ft. _____
2. Barker Drive- Hwy 160 to Ohio	1370 ft. x 25 ft. _____
3. 8 th St- Hwy 160 to Wisconsin	1940 ft. x 20 ft. _____
4. 8 th and Iowa to Kansas on 9 th	1125 ft. x 15 ft. _____
5. 8th and Indiana to 9th and Indiana	380 ft. x 16 ft. _____
6. Tomahawk Road	2530 ft. x 25 ft _____
7. 8 th and Merchant - South 160 feet (This is rock and needs primed)	160 ft. x 16 ft. _____
8. Woodmor St	1170 ft. x 15 ft. _____
9. Crain Park Road	725 ft. x 16 ft _____

(Measurements are Approximate)

TOTAL - COST \$_____

NOTICE TO CONTRACTORS

Sealed proposals, addressed to CITY CLERK, PO BOX 210, OSWEGO, KANSAS 67356, and endorsed "Proposal-Street Overlay" for City of Oswego, Kansas, Street Improvement Project 2015, will be received until 10:30 a.m. on Monday, June 1, 2015 at the office of the City Clerk, 703 - 5th Street, Oswego, Kansas, and at that time will be publicly opened and read.

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Bidder needs to inform all businesses and residents prior to work being performed. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. Use the BID form attached to the back of these Contract Documents.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for opening the BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the

BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract. Bidders must supply a copy of the KDOT Standard Specifications with their bid.

Each BID must be accompanied by a BID bond payable to the CITY OF OSWEGO, KANSAS, for five percent (5%) of the total amount of the BID. As soon as the BID prices are compared, the OWNER will return the bonds of all except the two lowest BIDDERS. When the agreement is executed the bonds of the one remaining unsuccessful BIDDER will be returned. The BID BOND of the successful BIDDER will be retained until the Payment Bond and Performance and Maintenance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance and payment bonds within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The BIDDER shall furnish Certificates of Insurance for each of the types of insurance as shown in the General Clauses. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of said OWNER.

The OWNER within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, Certificate of Insurance, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to the BIDDER an executed copy of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot

be issued within such period, the time will be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or qualified BID will not be accepted. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his or hers BID.

Payment of the Kansas Sales Tax is not necessary and should not be included in unit price bid for materials to be incorporated in the work. The OWNER will furnish an exemption certificate, including exemption certificate number, obtained from the Sales and Compensating Tax Division of the Department of Revenue, State of Kansas, to the contractor or subcontractor making purchases of any tangible personal property to be incorporated into the project.

BIDDER shall supply written warranty and conditions of warranty.

GENERAL CLAUSES

1. DEFINITIONS

A. CONTRACT DOCUMENTS. The term contract documents shall include the following:

- | | |
|----------------------------|-------------------------------------|
| 1. Invitation for Bids | 6. Performance and Maintenance Bond |
| 2. Information for Bids | 7. Statutory Bond |
| 3. Detailed Specifications | 8. Certificate of Insurance |
| 4. General Clauses | 9. Proposal |
| 5. Contract | |

B. OWNER. The word "Owner" shall mean the party of the first part, CITY OF OSWEGO, KANSAS, acting through its legally constituted officials.

C. CONTRACTOR. The word "Contractor" shall mean the party of the second part, or second parts, entering into contract for the performance of the work covered by these specifications.

D. ENGINEER. The word "Engineer" shall mean the City Superintendent of the City of Oswego, and/or their authorized representatives acting within the authority entrusted to them.

2. RESPONSIBILITY OF THE CONTRACTOR:

A. GENERAL: The Contractor shall, under contract prices, furnish and pay for all equipment, accessories, and material, and shall perform the necessary labor to construct the improvement, together with all temporary, preparatory and incidental work which may or may not have been specified, but which is necessary in order to carry out the contract in good faith. The improvement constructed under these specifications shall be built of materials and to the dimensions, lines, and grades shown by the specifications for the project, or given by the Engineer. It shall be deemed that any contractor accepting work covered by these specifications is familiar with the kind of work he undertakes, has carefully examined all contract documents governing this contract, and has informed himself fully as to the location of the improvements and the conditions under which the work is to be done, and the quality of the workmanship required. All losses and damages arising from the nature of the work to be done, or from any detention or unforeseen circumstances, obstructions, or difficulties which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the contractor.

3. BARRICADES AND SIGNS:

The contractor shall, at his own expense and without further or other orders, provide, erect, and maintain at all times during the progress of the work, suitable barricades, signs or other adequate protection as may be necessary or as ordered by the Engineer or his representative to insure the safety of the public as well as those engaged in connection with the work.

Where it is necessary to close part of a street or thoroughfare, the Contractor is required to furnish and place sufficient portable rubber traffic marking cones or similar devices to direct the traffic safely around the barricaded area. Where it is necessary to close a block to traffic, the Contractor shall install proper barricades and signs, install, and maintain sufficient detour signs directing traffic around the closed area.

4. **RESPONSIBILITIES OF THE ENGINEER:**

The findings and determinations of the Engineer on all questions arising under the contract as to materials and workmanship, or as to interpretations of the specifications, shall be final and binding upon all parties to the contract.

The Engineer shall have the power to regulate the amount of work which may be open or under construction in advance of the completed portion of the work.

5. **PAYMENT TO THE CONTRACTOR:**

Periodic estimates of completed work will be prepared by the Engineer at monthly intervals covering those portions of the work completed in accordance with the specifications.

Partial payments to the contractor will be made by the owner at monthly intervals, based on the estimate prepared by the Engineer in making partial payments, five percent (5%) will be retained from each estimate until full completion and acceptance of all work covered by the contract. The amount retained, less any property deductions, will be paid to the contractor on completion and final acceptance of all work under the contract.

6. **BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:**

The contractor shall be required to furnish evidence that he carried for himself and his subcontractors, Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate limit. These are minimum requirements.

The Contractor will be required to show evidence that he carries Workmen's Compensation Insurance.