

ADVERTISEMENT FOR BID

Sealed bids for the Harvey County 2017 HIPR Program will be received in the Office of the Harvey County Administrator until **4:00 p.m. April 7th, 2017**. Bids will be opened and publicly read aloud at the Bid Opening at 10:15 a.m on April 10th, 2017 in the Harvey County Board of County Commissioners' office. The project consists of the following:

This project consists of a Hot In-Place Recycle (HIPR) and Mastic Surface Treatment on approximately 7.90 miles of road in Harvey County, Kansas. There are bridges and Rail Crossing that will be exempted out and not require milling or HIPR but will require Mastic Surface Treatment processes. Mastic Seal is also required on all radii at intersections and rail crossings. Road widths are generally 24 feet wide. Temporary pavement marking is included in this contract. Striping will be on centerline only.

All bids shall be unit prices for a measured quantities contract and shall be submitted on forms which may be obtained from the County Engineer (MKEC Engineering, Inc.). The proposed contract documents consisting of specifications together with information for bidders, bid proposal, forms, and forms of contract, performance bond and statutory bond, may be examined in the office of the Harvey County Administrator, Newton, Kansas and at the offices of the Engineer: 411 North Webb Road, Wichita, Kansas. The proposed contract documents may be obtained by prospective bidders by contacting the Engineer at: 316-684-9600 (phone), 316-684-5100 (fax) and e-mail: Kayotte@mkec.com.

Each bid shall be accompanied by a bid bond, written by a surety company acceptable to the County, or certified cashier's check in the amount of 5 percent of the total bid, which shall be retained by the County until the contract for the Project has been awarded. The bid surety of the successful bidder will be returned when a satisfactory performance bond has been furnished.

Submittal: Submit bid and security in an opaque, sealed envelope. Identify the envelope as follows:

Item: Bid Form and Security

To: Harvey County Administrator
800 N Main St. P.O. Box 687
Newton, KS 67114-0687

Bid For: Harvey County 2017 HIPR Program
Harvey County, Kansas

Bid Of: _____

DO NOT OPEN UNTIL 10:15 A.M. ON APRIL 10th, 2017

By: _____

No bidder may withdraw his bid for at least sixty (60) days after the scheduled closing time for the receipt of bids. The County reserves the right to reject any or all bids and to waive informalities.

SECTION 00200 - INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 BID SUBMISSION AND OPENING

- A. Sealed bids for the construction of the Harvey County 2017 HIPR Program for Harvey County, Kansas, will be received at the Office of the County Administrator, until **4:00 p.m. April 7th, 2017**, Bids will be opened and publicly read aloud at the Bid Opening at **10:15 a.m on April 10th, 2017** in the County Commissioners Chambers. All interested parties are invited to attend.
- B. Each bidder shall state in the Bid his name, place of residence, his exact post office address, and the names of all persons interested with him therein. Anyone signing a bid as an agent for another must file with the bid acceptable evidence of his authority to do so.
- C. Bids must be sealed, addressed to the County Administrator and endorsed on the envelope: "Harvey County 2017 HIPR Program".
- D. All bids shall be made and received with expressed understanding that the bidders accept the terms and conditions contained in these instructions, in the specifications, and contract and bond forms attached hereto.
- E. Each bid shall be legibly written or printed in ink on the form provided. No alteration in bid by erasures, interpolations, or otherwise will be acceptable unless each alteration is signed or initialed by the Bidder. No alteration in any bid, or in contract documents, shall be made after the bid has been submitted. Any addenda to the contract documents, properly signed by the Bidder, shall be attached to and accompany the bid when submitted.
- F. All bids shall be submitted to the County Administrator's office. Bids left with any other office will not be accepted.
- G. Bidders will include with Bid Packages information on HIPR project experience within the last 5 years. Information will include project scope, year completed and reference point of contact.

1.02 BID DEPOSITS

- A. Each bidder is required to deposit with his bid an acceptable bidding bond of 5% or a certified cashier's check in the amount of 5% of the total bid as guarantee that he will file all bonds required and enter into contract, should it

be awarded him according to the terms of his bid, within 10 days after the formal notification of the award. Should the successful Bidder fail to enter into contract with the Harvey County, Kansas, the bond shall become forfeited as liquidated damages, and the money realized therefrom be turned into the County Clerk.

1.03 INSURANCE AND BONDS

- A. Insurance: Throughout the life of the contract, the Contractor will be required to carry the types and amounts of insurance named in the General Conditions and Supplementary Conditions. A certificate of insurance shall be filed with the County Clerk.
- B. Bonds: The Bidder to whom the contract is awarded will be required to furnish the following bonds:
 - 1. Performance Bond: A performance bond to the Owner, in an amount equal to one hundred (100) percent of the contract.

1.04 PROJECT SCHEDULE AND LIQUIDATED DAMAGES

- A. Work to be performed under this contract shall be started at the site within 10 calendar days after the Notice to Proceed is received from the County. The work to be performed under this contract shall be substantially completed and ready for use before the expiration of **40** working days after the date of Notice to Proceed. All work shall be completed and ready for final acceptance before the expiration of **50** working days after the date of Notice to Proceed. The time of starting and the times of completion are of the essence. The Contractor shall reimburse the County at the rate of \$500.00 per day for each additional day in the event the work to be performed under this contract is not completed within the times above specified for substantial and final completion. The time hereinabove fixed for the completion of the contract shall be extended for a period equivalent to the time lost because of abnormally inclemental weather or other causes over which the Contractor has no control.
- B. Any bid which stipulates that the work will be performed in a greater period of time than that specified in the Information to Bidders shall be deemed irregular; and such bidder shall be deemed ineligible to receive the award of the Contract.
- C. Harvey County will be making all required road patching prior to the execution of this work. The County is anticipating that the Notice to Proceed for this work will be issued in August of 2017.

1.05 QUALIFICATION

- A. Before award of the Contract, the successful Bidder will be required to satisfy the County as to his experience and competence to perform the work; his integrity and reliability in carrying out the provisions of his performance bond; and his resources for its vigorous prosecution.

1.06 MATERIALS AND EQUIPMENT

- A. The Bidder shall base his Bid on materials and equipment complying fully with the plans and specifications; in the event he names in his bid materials or equipment which do not so conform, he shall be responsible for furnishing materials and equipment which fully conform at no change in the contract price or prices.

1.07 CONTRACT DOCUMENTS

- A. The contract documents include the plans and specifications on file with the County, the proposal and contract forms, the bonds to be furnished by the Contractor, the Advertisement for Bids, this Information for Bidders, and the General Conditions.
- B. Each bidder must examine for himself the location of the proposed work and all conditions affecting the work. If any person, contemplating submitting a bid for this work, is in doubt as to the true meaning of any part of the plans or specifications, he may submit a request for the interpretation thereof in writing to the Engineer. An interpretation of these plans and specifications will be made only by addendum and a copy of such addendum will be mailed to each person receiving a set of plans and specifications, and the County will not be responsible for any other interpretation of these documents.
- C. Should one or more clauses of this Contract be in apparent conflict, the more stringent of interpretation unless otherwise officially interpreted by the Engineer shall be binding.
- D. The Contractor shall make bids upon the forms provided therefore, properly executed and with all items filled out and all information provided as stipulated in the bid form or elsewhere. Do not change the wording of the Bid Form, and do not add words to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the bid.

1.08 COLLUSION

INSTRUCTIONS TO BIDDERS

- A. No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firm or individual shall be cause of rejection of all such bids without consideration.

1.09 CONTRACT AWARD

- A. The Contract, if awarded, will be awarded to the responsible bidder who has prepared the lowest Contract Sum consisting of the Base Bid and any accepted Alternate Bids, subject to the Owner's right to tabulation and confirmation. The Owner retains the right to reject any or all bids and to waive irregularity in the bids or in the bidding.

1.10 DISCRIMINATION

- A. Bidders on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 00500

SECTION 00300 - INFORMATION AVAILABLE TO BIDDERS

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Each Bidder shall visit the site of the project before submitting his Proposal for this work so that he is fully informed as to the existing conditions and the obstacles which he might encounter.
- B. The Bidder shall become aware of the nature of the site and the conditions under which the work must be performed. Upon award of the Contract, the Contractor will not be granted any additional compensation with regard to time or money for conditions which he may have informed himself of during an inspection of the site.

1.02 CONTRACTOR CONSTRUCTION PLAN SETS

- A. Following the Award of Contract, the Contractor shall be supplied with two (2) sets of Plans and Specifications. Should additional copies of plans and specifications be required, they shall be supplied at Engineer's printing, shipping and handling costs, to be paid by the Contractor.

1.03 "OR EQUAL" STATEMENT

- A. When manufacturer's names are used in the specifications or plans, they are used to establish a standard and the words "or equal", if not stated, are implied.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 00300