

INVITATION TO SEALED BID 08-145

Sealed Bids will be received by the Office of the City Purchasing Manager for the City of Hutchinson prior to 12:00 P.M., Tuesday, July 29, 2008. "Request For Formal Bid" form must be used to submit your Bid for:

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM ALL WORK (MATERIALS AND LABOR) TO COMPLETE THE FENCE INSTALLATION PROJECT AT HARSHA PARK AND GRANDVIEW PARK IN HUTCHINSON, KANSAS, ALL AS PER ATTACHED SPECIFICATIONS.

F.O.B. City Of Hutchinson, Hutchinson, Kansas

Bids will be opened after 1:30 P.M., in Conference Room A – Hutchinson Public Works Facility, 1500 South Plum, Hutchinson, Kansas.

Specifications and Bid forms are on file in the office of the City Purchasing Manager, 1500 South Plum, Hutchinson, Kansas and may be obtained at no charge either at the pre-bid conference or by notifying Central Purchasing at (620) 694-1970 following the pre-bid conference.

A **PRE-BID CONFERENCE** will be held on Monday, July 14, 2008 at 1:30 p.m. Please meet in the office of the Public Works, 1500 South Plum, Hutchinson, KS. The meeting is intended to review requirements and allow vendors the opportunity to visit the site and ask questions concern the job. This meeting is recommended, but not mandatory.

Bids are to be made on the attached REQUEST FOR BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper right portion of this sheet (to avoid premature opening of the Bid), and returned to the City Clerk, City of Hutchinson, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas, 67504-1567. **Failure to mark your Bid may cause your Bid to not be considered during official opening.** The Request for Bids Form must be fully completed, including name, signature, title, and telephone number. **Bid not submitted pursuant to the conditions set out in this request may be rejected. All Bids received after the stated opening date and time will be returned unopened to the vendor.**

Dated at Hutchinson, Kansas this 7th day of July, 2008.

Marjorie K. Bryant, Purchasing Manager
(620)694-1970
City Of Hutchinson
1500 South Plum, P.O. Box 1567
Hutchinson, KS 67504-1567

CITY OF HUTCHINSON SEALED BID FORM

Please quote your delivered prices to the City of Hutchinson on items or services listed below. Consult attached minimum and general specifications for requirements. **This is not an order.**

**BID NO. 08-145 BID SUBMITTAL DEADLINE: 12:00 NOON CST on July 29, 2008
PUBLIC BID OPENING TIME: 1:30 P.M. CST on July 29, 2008**

INSTRUCTIONS:

THIS FORM MUST BE PROPERLY FILLED OUT AND RETURNED BY MAIL OR IN PERSON TO : The City Of Hutchinson, City Clerk's Office in the Finance Department, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas 67504-1567. RETURN PRIOR TO 12:00 NOON CST on July 29, 2008. Bids are to be made on this SEALED BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper left portion of this sheet (to avoid premature opening of the Bid), and returned to the City Clerk's Office (see above address). **Failure to mark your Bid may cause your Bid to not be considered during official opening.** Bids will be publicly opened and read at the above stated time in the Public Works Conference Room, 1500 South Plum, Hutchinson, Kansas. **Bid not submitted pursuant to the conditions set out in this request may be rejected. All Bids received after the stated opening date and time will be returned unopened to the vendor.** Vendors wishing to remain on the vendor list should return this bid with a bid or a written request to remain on the vendor list. Questions may be directed to: Marjorie K. Bryant, Purchasing Manager, City of Hutchinson (620)694-1970 OR (620)694-1900

The City of Hutchinson reserves the right to reject part or all of any bid and to waive formalities. All bids are subject to Purchasing Policies set by the City Council of Hutchinson. The City of Hutchinson reserves the right to divide purchases among vendors to accomplish the best gross price and to make the final decision as to acceptability of quality and price.

ITEM NO	QUANTITY	DESCRIPTION	EXTENDED PRICE
#1	1 Complete Job	Furnish all labor, materials and equipment required to perform all work (materials and labor) to complete the removal of existing fence and installation of new fence project at Harsha Park and Grandview Park, both of Hutchinson, Kansas, all as per attached specifications WORK TO BE COMPLETED BY OCTOBER 1, 2008	

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE CITY OF HUTCHINSON, A CONTRACT SHALL THEREBY BE CREATED. **THIS BID FORM MUST BE SIGNED!** THE FOLLOWING SIGNATURE ACKNOWLEDGES RECEIPT OF ADDENDUM #1.

SIGNATURE

TITLE

ORDERING ADDRESS/CONTACT:

REMITTANCE ADDRESS (IF DIFFERENT):

BIDDER COMPANY NAME

REMITTANCE NAME

STREET ADDRESS

REMITTANCE ADDRESS

CITY/STATE/ZIP

REMITTANCE CITY/STATE/ZIP

TELEPHONE NUMBER

FAX NUMBER

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of Chapter 3 of the Code of the City of Hutchinson, Kansas, 1988, and any subsequent amendments thereto and provisions of K.S.A. 44-1030 and 1031, as amended, including subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) the Contractor shall observe the provisions 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, disability, national origin or ancestry;
(2) 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 Commission;
(3) 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. 44-1031, and amendments thereto, 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 contracting agency;
(4) 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 contracting agency; and
(5) the Contractor shall include the provisions of subsections (a) 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base Contract before signing thereof and acceptance of the terms of this certificate.

Date

Name of Contractor

By

Name and Title

CERTIFICATION OF PAID PERSONAL AND REAL ESTATE TAXES

In compliance with City of Hutchinson purchasing policies, the following certification on property owned within Reno County must be completed and returned with the quotations in accordance with the City's policy on delinquent property taxes.

A. ___ "The owner(s) or corporation hereby certifies that all personal and real estate taxes within Reno County are paid."

B. ___ "No property is owned by the owner(s) or corporation within Reno County."

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME OF SIGNEE: _____

TELEPHONE NUMBER: _____ TITLE OF SIGNEE: _____

PLEASE NOTE: This form is to be attached to the proposal when the quotation is submitted.

**CHAINLINK FENCE SPECIFICATIONS
FOR THE CITY OF HUTCHINSON
HARSHA PARK AND GRANDVIEW PARK
BALLFIELDS**

1. SCOPE OF WORK

- ❖ Remove and replace all fabric and poles located on Harsha ball field backstop.
- ❖ Remove and replace all fabric on Grandview ball field backstop. Posts, rails and hardware may be reused. Replace any missing parts on existing fence.
- ❖ Install top rail, bottom rail, and intermediate rails at the same height as in Grandview Park.
- ❖ The length and height shall be the same as that of the backstops on Grandview ball fields

2. GENERAL

This item consists of furnishing all materials, equipment, and labor, for demolition and erection of chain link fence in accordance with the specifications and the details shown on the drawings and in conformity with the lines and grades established by the City.

3. WORK SCHEDULE

All work shall be completed by October 1, 2008.

4. MATERIALS

4.1 FABRIC. The fabric shall be woven with a 9 gauge galvanized steel wire in a 2 – inch mesh class 2 with knuckle to knuckle selvage. All fabric shall be applied on the ball field side of the posts.

4.2 POSTS, RAILS AND BRACES. Posts, rails, and braces furnished for use in conjunction with zinc-coated steel fabric shall be of a galvanized steel pipe schedule 40. All Terminal post shall be 3” Schedule 40. All Line posts shall be 2” Schedule 40. All top rail and mid rail shall be 1 5/8” Schedule 40.

4.3 WIRE TIES AND TENSION WIRE. Wire fabric ties for use in conjunction with a given type of fabric may be of a corrosion resistant aluminum type material. The tension wire shall be of a 7 gauge coiled spring wire coated similarly to the respective wire fabric being used. Wire fabric ties shall be installed on 12” centers vertically and horizontally.

4.4 MISCELLANEOUS FITTINGS AND HARDWARE. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric, posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with zinc coating.

4.5 CONCRETE. Concrete shall be of a commercial grade with a minimum 28 day compressive strength of 2500 psi.

4.6 MARKING. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum or alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll,

and the name of the manufacturer. Posts, wire and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum or aluminum alloy number) and kind of coating.

5. CONSTRUCTION METHODS

5.1 CLEARING THE FENCE LINE. The contractor shall inspect the fence line to insure that the established grade will be proper for the finished product. Any improper grading shall be leveled before proceeding with the fabric installation.

5.2 INSTALLATION OF POSTS. All posts shall be set in concrete at the required dimensions and depth and at the existing spacing.

The concrete shall be thoroughly compacted around the posts by tamping vibrating and shall have a finished top elevation of 2" below finished grade. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

If rock is encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to depth of 12" After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation will be made for rock excavation.

5.3 INSTALLATION OF BRACES. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts. All nut and bolt combinations required to install brace bands, tension bands, tension bars and truss support mounting bracket shall be installed with a smooth carriage bolt head installed toward the playing field. Nuts and the exposed threaded portion of the bolt shall be installed away from the playing surface wherever possible.

5.4 INSTALLING FABRIC. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground with the bottom of the fence fabric being between 0 and 1" from the ground surface. Grading shall be performed prior to the installation of fabric. Where necessary, the contractor may need to do minor grade work, to provide a neat appearance.

6. BASIS OF PAYMENT

Payment shall be made in one lump sum basis upon completion of the project.

REQUEST FOR BID
GENERAL CONDITIONS

The City of Hutchinson is seeking bids for items specified in the enclosed which it wished to purchase. None of the attachments are intended to be restrictive but to act as a guide for those desiring to submit bids. ALL BIDS SHALL BE GOOD FOR A PERIOD OF FORTY-FIVE DAYS FROM THE DATE QUOTES ARE OPENED.

PRICE PROTECTION. The price stated in the bid shall be firm and not subject to increase during the term of any contractual agreement arising between the City of Hutchinson and the vendor as a result of the bid. Vendors shall provide firm prices less any federal excise tax. *The City of Hutchinson is exempt from payment of sales tax. For further information contact the City Clerk's Office (694-2614).*

FINAL INSPECTION: Whenever the work provided and contemplated by the Contractor shall have been satisfactorily completed and final cleaning up performed, the Owner shall, within five days, unless otherwise provided, make final inspection. The decisions of the Owner on this inspection are final. Regardless of the partial acceptance by the Owner during the construction period of all services, material, and/or equipment; they are not accepted until after this inspection is made.

METHOD OF PAYMENT. Payment will be made within 30 days of date of delivery and satisfactory performance to the City of Hutchinson and submission of Contractor's invoice.

LICENSES/PERMIT/COMPLETION DATES. All work shall be completed by licensed contracts as required by City Ordinance. The contractor will be required to obtain any permits required prior to commencing work on site. (NO CHARGE PERMITS, MUST BE OBTAINED FROM THE CITY INSPECTION DEPARTMENT BY THE CONTRACTOR). All work shall comply with City of Hutchinson Building and License Code Regulations. All specifications are to be followed for installation, including required inspections for compliance. All Bids shall reflect completion by October 1, 2008, with installation dates coordinated David Gaeddert, Parks and Buildings Supervisor, in accordance with specifications.

CONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of Insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the work.

WORKMEN'S COMPENSATION INSURANCE: The Contractor shall procure and maintain during the life of this Contract, Workmen's Compensation and Employer's Liability Insurance as required by applicable law to fully cover all his employees, and in case any work is sub-let, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the subcontractor's employees unless such employees are covered by the protection offered by the Contractor's insurance. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees as are not otherwise protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain during the life of this contract, Contractor's Comprehensive General Liability Insurance which shall include premises - operations (including explosion, collapse and underground coverage), independent contractors, completed operations, and blanket contractual liability on all written contracts including broad form property damage coverage. The policy shall protect the Contractor and any subcontractor performing work covered by this Contract, for claims for damages for bodily injury, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be written for not less than limits of liability as follows:

Comprehensive General Liability

1. Bodily Injury. . . . \$300,000 Each Occurrence, \$500,000 Aggregate
2. Property Damage \$100,000 Each Occurrence

Or

3. Combined Single Limits. . \$500,000 Each Occurrence

Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

COMPREHENSIVE VEHICLE LIABILITY INSURANCE: The Contractor shall procure and maintain during the life of this Contract, Comprehensive Vehicle Liability Insurance which shall cover claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle on the project, whether owned, hired or non-owned; and in connection with any operations or work under this Contract, whether such operations or work be performed by the Contractor or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be written for not less than limits of liability as follows:

Comprehensive Automobile Liability

1. Bodily Injury. . . . \$300,000 Each Person , \$500,000 Each Occurrence
2. Property Damage \$100,000 Each Occurrence Or
3. Combined Single Limits. . \$500,000 Each Occurrence

SUBCONTRACTOR'S INSURANCE: The Contractor shall either (a) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Comprehensive General Liability Insurance and Comprehensive Vehicular Liability Insurance of the type and in the same amounts as specified in the preceding subparagraphs, or (b) insure the activities of his subcontractors in the Contractor's policy.

INSURANCE COVERING SPECIAL HAZARDS: The following special hazards shall be covered by rider or riders to the Comprehensive General Liability insurance policy or policies herein or elsewhere required to be furnished by the Contractor or by separate policies of insurance, in the amounts as follows:

(a) **Builder's Risk Insurance.** (Fire and Extended coverage). Where buildings are to be constructed the Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and subcontractors (as their interests may appear) shall be named as the Insured.

PROOF OF CARRIAGE OF INSURANCE: Prior to, or at the time of execution of the Contract, the Contractor shall file with the Owner, a "Certificate of Insurance" on the form provided in the Contract Documents and supplemented if desired by a "Certificate of Insurance" on a form supplied by the Insurer. The "Certificate" will be considered proof to show that the Contractor and his subcontractors, if any, carry adequate coverage fully to protect themselves against such claims which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either; said coverage to be in the form and minimum amounts herein above specified. Each "Certificate" shall contain a clause requiring the Insurer to notify the Owner at least thirty (30) days in advance of any cancellation or change in insurance contracts. All policies shall be subject to approval by the Owner as to Insurer and adequacy of protection.

NON-DISCRIMINATION. During the performance of this contract, the contractor/vendor will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bonafide occupational qualification. The contractor/vendor will take affirmative action to insure applicants are employed, and that employees are treated during employment without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap.

PROPERTY TAX STATEMENT. The attached statement on property owned within the City of Hutchinson must be complete and returned with the bid in accordance with the City's policy on delinquent property taxes. "The City reserves the right to reject all bids from bidders who are delinquent in personal or real estate property taxes to Reno County, Kansas."

AWARDING OF BID. Whenever the City of Hutchinson lets bids for goods or services, and the low bid is submitted by a vendor domiciled outside of Reno County, a vendor domiciled inside Reno county may be deemed the preferred vendor and awarded the bid if:

1. The quality, suitability, and usability of the goods or services are equal and fully comply with the minimum bid specifications, and the vendor has the capability to adequately service the product.
2. The amount of the bid of the vendor domiciled within Reno County is not more than 5% greater than the amount of the low bid if the low bid is under \$10,000, or not more than 3% greater than the amount of the low bid if the low bid is greater than \$10,000.
3. The bid does not pertain to new construction or involve State or Federal Funding.
4. The vendor domiciled within Reno County is willing to match the bid price offered by the low vendor domiciled outside of Reno County within 24 hours of official notification unless circumstances warrant additional time as determined by the Assistant City Manager or the City Manager.

SAFETY REQUIREMENTS. Contractor will meet all Occupational Safety and Health Administration's (OSHA) guidelines and regulations and ensure that contractor's personnel are provided applicable safety training and personnel protective equipment. Said contractor personnel will also be required to utilized universal precautions and work practice controls.

YEAR 2000 COMPLIANCE. Vendors shall warrant that hardware and software developed or modified by them and used before, during and after the turn of the century shall not experience abnormal ending/or produce invalid or incorrect results in the operation of the business of the government organization. In the event of any recognition, calculation or indication of century problems related to the Year 2000, vendors shall warrant that they will make all code adjustments necessary at no cost to the government organization in order to ensure that the code and databases modified or developed by the vendors are "Year 2000 Compliant". "Year 2000 compliance" means that information resources meet the following criteria and/or perform as described.

- Data structures (databases, data files, etc.) provided four-digit date century recognition.
- Stored data contain date century recognition, including (but not limited to) data stored in databases and hardware /device internal system dates.
- Calculations and program logic accommodate both same-century and multicentury formulas and data values. Calculations and logic include (but are not limited to) sort algorithms, calendar generations, event recognition, and all processing actions that use or produce data values.
- Interfaces (to and from other systems or organizations) prevent noncompliant dates and data from entering or exiting any state system.
- User interfaces (i.e., screens, reports, etc.) accurately display four-digit years.

THE CITY OF HUTCHINSON RESERVES THE RIGHT TO REJECT PART OR ALL OF ANY BID AND TO WAIVE FORMALITIES. ALL BIDS ARE SUBJECT TO PURCHASING POLICIES SET BY THE CITY COUNCIL OF HUTCHINSON. THE CITY OF HUTCHINSON RESERVES THE RIGHT TO DIVIDE PURCHASES AMONG VENDERS TO ACCOMPLISH THE BEST GROSS PRICE AND TO MAKE THE FINAL DECISION AS TO ACCEPTABILITY OF QUALITY AND PRICE .

CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

STATE OF KANSAS)
)SS.
COUNTY OF RENO)

The undersigned hereby certifies to the City of Hutchinson, Kansas, that Worker's Compensation Insurance Policies have been issued to:

Name of insured _____

Address _____

which will be in force to cover the work to be performed under the Contract for

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM ALL WORK (MATERIALS AND LABOR) TO COMPLETE THE FENCE INSTALLATION PROJECT AT HARSHA PARK AND GRANDVIEW PARK BALLFIELDS IN HUTCHINSON, KANSAS, ALL AS PER ATTACHED SPECIFICATIONS.

ALL AS SPECIFIED IN BID 08-145, OF HUTCHINSON KANSAS AND IN STRICT ACCORDANCE WITH SPECIFICATIONS OF BID 08-145 and that such policies are in every manner in compliance with the insurance requirements as set for in the General Conditions and Specifications of the Standard Specifications of the City of Hutchinson, Kansas, with the following exceptions:

In the event of any material change in or cancellation of any such policy, the company will give written notice to the City Clerk, City of Hutchinson, P.O. Box 1567, Hutchinson, Kansas 67504-1567 Thirty (30) days prior to any such change or cancellation.

Date

Name of Insurance Company

Authorized Representative

Address

(This form must be completed and signed even if an Insurance Company Certificate of Insurance is provided.)

CERTIFICATE OF INSURANCE

STATE OF KANSAS)
)SS.
COUNTY OF RENO)

The undersigned hereby certifies to the City of Hutchinson, Kansas, that insurance policies have been issued to:

Name of insured _____

Address _____

which will be in force to cover the work to be performed under the Contract for

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM ALL WORK (MATERIALS AND LABOR) TO COMPLETE THE FENCE INSTALLATION PROJECT AT HARSHA PARK AND GRANDVIEW PARK BALLFIELDS IN HUTCHINSON, KANSAS, ALL AS PER ATTACHED SPECIFICATIONS.

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Date

Name of Insurance Company

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Address

(This form must be completed and signed even if an Insurance Company Certificate of Insurance is provided.)