

# **Request for Bids**

**Sidewalk- William Street from K-15 to the Dollar General Parking  
Lot in Udall KS 67146**

**Project No. KA6891-01**

**City of Udall  
110 S Main  
Udall Kansas**

## **1. Intent of Request for Proposals (RFB), Background, and Bid Requirements**

### **1.1 Intent of Request for Proposals (RFB)**

The purpose of this Request for proposals is to solicit competitive sealed proposals from qualified and experienced individual(s) or firm(s) to provide construction services for the City of Udall. The City of Udall is requesting bids for the construction of a sidewalk along William Street from k-15 to the Dollar General Parking Lot in Udall, Kansas. The successful Contractor will be expected to provide all tools, transportation, labor, and equipment necessary to perform the required duties herein.

### **1.2 Bid Requirements.**

Bids must be sealed and submitted in a timely manner. Bidders shall provide (1) sealed copy of the proposal. Proposals must be submitted before 2:00 p.m. on **8/29/2023**, to City of Udall Attn: City Clerk 110 S Main, Udall KS 67146. Any proposal received after that deadline will be deemed non-responsive and will not be considered for evaluation. **Faxed copies will not be accepted.**

Bids must be submitted on this form and must be typed or written in ink and signed. Bids must be signed by an official of the company authorized to bind the offeror (Please see #9 below). The proposed price shall be good for a period of at least one hundred twenty (120) days from the submittal date. The City of Udall reserves the right to refuse any and all bids and to waive any technicalities and formalities. The City of Udall reserves the right to negotiate with all qualified offerors and reserves the right to cancel this solicitation in part or in its entirety if it believes it is in the best interest of the City of Udall to do so. Any agreement for services is subject to the City of Udall's Governing Body's approval.

**Those wishing to submit a bid for the project must provide, at a minimum, the following items:**

- Completed bid worksheet (Attachment 1). Note the bid form is laid out in a specific manner. Please structure your bids accordingly.
  - Proof of all appropriate professional licensing as required by the State of Kansas
  - Proof of Insurance: General Liability, Workers Comp, Automobile (must be current)
- This solicitation does not commit the City of Udall to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

## **2. Scope of Service**

- 2.1. Fees. Contractors are responsible for all permits, fees, inspections, certifications, and approvals necessary to complete the sidewalk as outlined by the standards established by federal, state, and local authorities.

- 2.2. Safety: Public safety must be always considered. The Contractor must always take precautions to utilize and store materials and equipment in a way that will prevent injury to citizens. Before leaving for the day, Contractor must ensure that proper signs, caution tape, physical barriers or other devices as needed to signal a hazard or restrict public access are in place. In addition, the Contractor must ensure the safety of their workers by adhering to industry best practices, OSHA safety, and traffic safety guidelines as applicable for the activity being performed. The City of Udall - designated Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.

### 3. Outline of Expectations

- 3.1. Significant experience in construction of concrete sidewalks. The successful bidder shall clearly possess an understanding of the scope of work required including:
  - a. Permitting and clearances
  - b. Project completion documentation.
  - c. Possess the required licenses, insurance, bonding, etc.
- 3.2 Contractor will assure that all actions will comply with applicable City, State and Federal regulations and procedures covering the project, i.e., Kansas Dept of Environmental Quality, OSHA, Kansas Labor Commission, Federal Department of Transportation and Kansas Department of Air Quality.

### 4. Special Instructions

- 4.1. Fee Estimate. Proposals should include a detailed cost breakdown of all proposed fees— see **Attachment 1 – Bid Worksheet**.
- 4.2. Operating Hours: Work shall be performed between 7am and 7pm *only*. No work shall be performed on Sundays unless authorized in advance by the City of Udall.
- 4.3. Completion of all plan development stages not later than the project’s scheduled due dates as issued by KDOT, exclusive of delays beyond Contractor’s control.
- 4.4. Contractor must submit to City of Udall (and to the Secretary of Transportation) progress reports at monthly or mutually agreed upon intervals in conformance with the project schedule.
- 4.5. Because the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to the agreement between the City of Udall and the successful bidding Contractor. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary , the City of Udall, or both, incurred or will incur because the Contractor failed to comply with its contract obligations under the Agreement or because of the Contractor’s negligent acts, errors, or omissions. Nothing in this

provision precludes the City of Udall from seeking recovery or settling any dispute with the Contractor if such settlement does not restrict the Secretary's right to payment or reimbursement.

5. **Contract Document** the City of Udall will negotiate a Professional Services Agreement with the winning Contractor.
6. **Insurance Requirements** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:
  1. **Commercial General Liability**: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage.
  2. **Business Automobile Liability**: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.
  3. **Workers' Compensation and Employers' Liability**: Workers' compensation limits as required by the labor code of the State of Utah and employers' liability with limits of \$1,000,000 per accident.

Each insurance policy required by this Agreement shall contain the following clauses:

*-This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City of Udall.*

*-It is agreed that any insurance or self-insurance maintained by the City of Udall, its elected and appointed officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy.*

Each insurance policy required by this Agreement, accepting policies for Workers' Compensation and Professional Liability shall contain the following clause:

*-The City of Udall, its elected and appointed officials, employees, agents and volunteers are to be named as additional insurers as respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with the City of Udall.*

Insurance is to be placed with insurers acceptable to and approved by the City of Udall. The contractor's insurer must be authorized to do business in Kansas at the time the contract is executed and throughout the time period the contract is maintained, unless otherwise agreed to in writing by the City of Udall. Failure to maintain or renew

coverage or to provide evidence of renewal will be treated by the City of Udall as a material breach of contract.

The City of Udall shall be furnished with original certificates of insurance and endorsements affecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City of Udall before work commences.

The City of Udall reserves the right to request complete, certified copies of all required insurance policies at any time.

Any deductibles or self-insured retentions must be declared to and approved by the City of Udall. At the option of the City of Udall, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Udall, its elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City of Udall guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The contractor shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

**Bid bonds will be required at time of bid.**

7. **Furnishing of W-9:** Payment under this Agreement is contingent upon Contractor furnishing the City of Udall with a signed and completed W-9 IRS tax form. The contractor shall cooperate with the City of Udall in furnishing any additional information the City of Udall may need to comply with the rules and regulations of the Internal Revenue Service.
8. **Evaluation and Award** The Contractor selection will be based on proposed Contractor pricing. Price will be based on the total bid amount.

The City of Udall reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in its best interest. The City of Udall encourages and welcomes bids from women-owned and minority-owned businesses. Bidders must be in good standing with the City of Udall.

9. **Bid Submittals** Those wishing to submit a bid for the project must provide, at a minimum, the following items:

- Completed bid worksheet (Attachment 1). Note the bid form is laid out in a specific manner. Please structure your bids accordingly.
- Proof of all other appropriate professional licensing as required by the State of Kansas.
- Proof of Insurance: General Liability, Workers Comp, Automobile (must be current)
- BONDS: A certified check or bid bond of not less than five percent [5%] of the amount of the bid is to accompany the bid. The bid bonds of the unsuccessful bidders will be returned within 5 days after the award of the bid.

**IF YOU REQUIRE ADDITIONAL INFORMATION:**

Questions related to the proposal or regarding the bid process should be directed to Matt McAllister [udallcty@cityofudall.com](mailto:udallcty@cityofudall.com). Please communicate via email so there is a record of correspondence.

Attachments:

1. BID WORKSHEET

