

**SEALED BID - #17-89**

Sealed bids will be received by the Office of the City Purchasing Manager for the City of Hutchinson prior to 10:00 A.M., Tuesday, February 14, 2017. "Request For Formal Bid" form must be used to submit your bid for:

CITY OF HUTCHINSON

ROOF SEAL PROJECT

AS PER 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 Agent, 1500 South Plum, Hutchinson, Kansas and may be obtained at no charge either at the pre-bid conference; on line at [www.hutchgov.com](http://www.hutchgov.com) or by notifying Central Purchasing at (620) 694-1973 following the pre-bid conference.

**A PRE-BID CONFERENCE** will be held on Tuesday, January 31, 2017 at 2:00 p.m. Please meet at the site in the front office area of the Hutchinson Municipal Airport, 1100 North Airport Road, 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 19<sup>th</sup> day of January, 2017.

Carmel White, Purchasing Agent  
(620)694-1973  
City Of Hutchinson  
P.O. Box 1567  
Hutchinson, KS 67504-1567



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.

**REQUEST FOR BID 17-89**  
**MINIMUM SPECIFICATIONS**

**THE CITY OF HUTCHINSON REQUESTS BIDS FOR FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE THE ROOF SEAL ON THE FOLLOWING PROJECTS (ALL LOCATIONS ARE REQUIRED TO BE INCLUDED IN BID) ALL IN HUTCHINSON, KANSAS WITH THE FOLLOWING SCOPE OF WORK:**

**HUTCHINSON REGIONAL AIRPORT T-HANGARS & HANGAR 3 ROOF SEAL PROJECT:**

The following specifications are to provide for roof seal repair work. Contractors shall furnish all labor, equipment, and materials necessary to seal over existing roofing on approximately 19,100 square foot on both hangars. The bid shall include the removal and disposal of the rubble. These specifications represent minimum criteria, materials, and procedures, contractors are not to fall below when submitting bids for this project. Modifications and/or exceptions to these minimum specifications may only be approved by the Airport Manager prior to acceptance.

**Specifications:**

- Clean and prepare roof with high pressure power wash
- Install industrial grade rust inhibitor over all rust areas
- Replace/add screws to all seams
- Install 60 mils 838 MS (*or equivalent*) over all seams and around roof protrusions.
- Install base coat & acrylic roof coating (*or equivalent*) over entire prepared roof as per manufactures specifications.
- Minimum 2 year labor and 10 year material warranty.

General Notes: Contract to complete Airport administrated vehicle operators drivers test prior to access to the hangar. Work hours and access to be coordinated with Airport Management. Project to be completed in 5 working days per location.

**Specifications**

The bid shall include City Permits as required.

**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 21 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 May 1, 2017, with installation dates coordinated with Airport Manager, Pieter Miller, Hutchinson Municipal Airport, in accordance with specifications.

MAINTENANCE BOND. The Contractor shall guarantee to the Owner, all materials, equipment and workmanship supplied or performed under this Contract for a minimum period of two (2) years after the date of completion and acceptance of the work by the Owner in the form of a Maintenance Bond, with a 10 year material warranty. The Maintenance Bond shall be provided to the Owner within 10 days of acceptance of a Contractor's Bid.

STATUTORY BOND. The Contractor shall guarantee to the Owner, all materials, equipment and labor supplied or performed under this Contract shall promptly be paid to all persons furnishing supplies materials and labor in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said Contract that may hereafter be made. The Statutory Bond shall be provided to the Owner within 10 days of acceptance of a Contractors Bid.

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 utilize universal precautions and work practice controls.

**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.**

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation authorized under the laws of \_\_\_\_\_ with principle office in \_\_\_\_\_, and authorized to transact business in the State of Kansas as Surety, are held and firmly bound unto the City of Hutchinson in the penal sum of

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, said Principal has entered into written Contract with the CITY OF HUTCHINSON, KANSAS, dated \_\_\_\_\_, 20\_\_\_\_, for the furnishing of all supplies, materials and labor and doing all the work of whatever kind necessary to:

ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED TO COMPLETE THE ROOF SEAL PROJECT FOR THE CITY OF HUTCHINSON, AS SPECIFIED IN BID 17-89

in accordance with the specifications for such work on file in the Office of the City Purchasing Agent of Hutchinson, Kansas and in accordance with said Contract, a copy of which is or may be attached hereto and which is made a part hereof by reference.

NOW THEREFORE, if the Principal shall promptly make payment to all persons furnishing supplies, materials and labor in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation will be void; otherwise, to remain in full force and effect.

THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the specifications.

IN TESTIMONY WHEREOF, said Principal has duly executed these presents, and said Surety has caused these presents to be executed in its name, and its Corporate Seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

CORPORATE SEAL

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety

CORPORATE SEAL

\_\_\_\_\_

Attorney-in-fact

(A certified copy of the agent's power of attorney must be attached hereto.) (To be filed with the Clerk of the District Court.)

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, as  
Principal and \_\_\_\_\_, a corporation authorized  
under the laws of the state of \_\_\_\_\_ with principal office in \_\_\_\_\_  
and authorized to transact business in the state of Kansas, as Surety, hereinafter referred to as

"Surety", are held and firmly bound unto the City of Hutchinson, Kansas, hereinafter called  
the "Owner", in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
lawful money of the United States for the payment of which sum well and truly to be made said  
Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, said Principal has entered to  
written Contract with the Owner, dated \_\_\_\_\_, \_\_\_\_\_, for the furnishing of all the materials  
and doing all the work of whatever kind necessary to

ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED TO COMPLETE THE  
ROOF SEAL PROJECT FOR THE CITY OF HUTCHINSON ALL AS SPECIFIED IN  
BID 17-89

for such work on file in the office of the City's Central Purchasing Office, Hutchinson, Kansas, and in  
accordance with said Contract, a copy of which is, or may be attached hereto and which is made a part hereof  
by reference.

NOW THEREFORE, if the Principal shall keep and maintain for said work without additional charge or cost  
to the Owner for a minimum period of TWO (2) years from the date of final payment under said Contract;  
and make such repairs as the Owner may deem necessary; and, before the expiration of the TEN (10) year  
period, make such repairs as may be ordered by the Owner to produce acceptable work which shall meet the  
conditions as listed in and as required by the General Specifications of the Contract Documents for said  
Contract; then this obligation will be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, said Principal has duly executed these presents, and said Surety has caused  
these presents to be executed in its name and its Corporate Seal is to be hereunto affixed, by its duly  
authorized agent or agents, all as of the day and year first above written. This document is executed in four  
(4) copies.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in Print

\_\_\_\_\_  
Office or Position of Signer

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature, Attorney-in-Fact

\_\_\_\_\_  
Name in Print

(A certified copy of the agent's power of attorney must be attached hereto.)