

CITY OF INDEPENDENCE, KANSAS

Monkey Island Castle Roof Replacement

**Invitation for Bids**

The City of Independence, Kansas will accept bids for the **Monkey Island Castle Roof Replacement** until **Thursday, December 29, 2011 at 2 p.m.** (Central Time), at the City of Independence, Kansas, City Hall, 120 North 6<sup>th</sup> Street, Independence, Kansas 67301, 620-332-2500.

The proposed work provides for **Monkey Island Castle Roof Replacement** per Bid Specifications available at Independence City Hall during normal business hours. Electronic copies can be obtained by going to [www.IndependenceKs.gov](http://www.IndependenceKs.gov).

The City of Independence, Kansas, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive technicalities.

Bids may be held by the City of Independence, Kansas, for a period not to exceed forty-five (45) days from the date of the opening of the bids for the purposes of reviewing and investigating the bidders' qualifications, prior to awarding the contract. No bidder may withdraw his bid during this period.

Publication Date(s): **December \_\_\_\_\_, 2011**

**CITY OF INDEPENDENCE, KANSAS**  
**Instruction to Bidders**

Each proposal shall be legibly written or printed in ink. No alteration in Proposals by erasures, interpolations, or otherwise will be accepted unless each such alteration is signed or initialed by the bidder; if initialed, the City may require the bidder to identify any alteration so initialed. No alteration in any Proposal shall be made by the person after the Proposal has been submitted by the bidder unless agreed to by the City. Any and all addenda to the Contract Documents on which a Proposal is based, properly signed by the bidder, shall accompany the Proposal when submitted.

1. Each Proposal submitted shall be enclosed in a sealed envelope, addressed to the City Clerk, City Hall, 120 North 6th Street, Independence, Kansas 67301, identified on the outside with the words "***Monkey Island Castle Roof Replacement***" and identifying the bidder. Proposals shall be delivered to the City Clerk on or before the time and date specified in the Invitation for Bids.
2. Each bidder shall carefully examine the Contract Documents, shall visit the site(s) and fully inform themselves of all conditions affecting the Work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusions from such examination.
3. No bidder may submit more than one Proposal. Two proposals under different names will not be received from one firm or association.
4. No bidder may withdraw his Proposal for a period of forty-five (45) days after the date and hour set for the opening of bids. A bidder may withdraw his Proposal at any time prior to such date and hour, by written request of the same person or persons who signed the Proposal.
5. The City reserves the right to accept the bid which, in its judgment, is the lowest and best bid, to reject any or all bids, to award the Contract for the proposed Work and to waive irregularities or informalities in any bid submitted. All bidders agree that such rejection shall be without liability on the part of the City, nor shall bidders seek recourse of any kind against the City because of such rejection. The filing of any bid shall constitute an agreement of the bidder to the terms and conditions of these Instructions to Bidders. Bids received after the specified time of closing will be returned unopened. No bid shall be based upon the aggregate of Subcontractors performing more than fifty percent (50%) of the total Work without the prior written consent of the City.
6. Each bidder shall sign his proposal using his usual signature and giving his full business address.

7. Bidders must be able to fulfill all bonding and insurance requirements as specified in these Instructions to Bidders unless modified by the **“Bid Specifications”**.
8. The contractor will be required to inform himself concerning, and comply with, all applicable laws of each and every jurisdiction having authority over any aspect of the proposed Work, including but not limited to, required State labor regulations regarding Equal Employment Opportunity, Non-segregated Facilities, Minimum Wage Rates, and Affirmative Action requirements and the provisions of K.S.A. 44-1030.
9. If the successful bidder is a corporation or a limited liability company organized outside of the State of Kansas, it will be necessary to qualify with the Secretary of the State of Kansas to do business within the state (K.S.A. 17-7301 to 17-7308 as to corporations, and K.S.A. 17-76, 121 through 17-76, 129 as to limited liability companies). Nonresident individuals, partnerships, corporations, and limited liability companies not already registered with the Secretary of State are required to register with the Director of Revenue, to file a bond to assure payment of taxes, and to pay a required fee for each contract or subcontract which exceeds \$10,000 (K.S.A. 79-1008 to 79-1015).

Contractors who are not residents of the State of Kansas are required to appoint an agent for service for process who is a resident of the State of Kansas. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the Secretary of State (K.S.A. 16-113).

Pursuant to K.S.A. 75-3740a, the State of Kansas has established a reciprocal bidding preference law. To be considered the successful low bidder over a resident Kansas bidder, a nonresident bidder must submit a bid at least as low, on a percentage basis, as would be required of a resident Kansas bidder to succeed over the nonresident bidder in the nonresident bidder's home state.

10. Regarding this project, the Park & Zoo Supervisor, Ned Stichman, is the duly appointed representative of the City of Independence, Kansas, 120 North 6<sup>th</sup> Street, Independence, Kansas 67301; Telephone (620) 332-2512.
11. The Notice to Proceed shall be issued to the successful bidder within ten (10) days after all the following has occurred: the Agreement has been executed, the required work schedule has been approved by the City, and the required surety bonds and evidence of the required insurance coverage have been furnished to the City. Should there be any reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the successful bidder.
12. Each bidder shall submit work bids which shall include all costs associated with the proposed Work, including but not limited to, all taxes and permit fees which the bidder will be required to pay.

13. The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as more particularly set forth in the Contract Documents.
14. The City is exempt from sales tax. An exemption certificate is available in the City's Clerk's office.

## **CITY OF INDEPENDENCE, KANSAS**

### **MONKEY ISLAND CASTLE ROOF REPLACEMENT**

#### **BID SPECIFICATIONS**

##### **SCOPE OF WORK**

The work provided for in these specifications shall consist of furnishing all labor, materials, and equipment; and performing all work necessary to accomplish the removal and replacement of the roofing system; together with other incidental and related work as set forth in these specifications, or as directed by the City Manager, or their designated agent, hereafter referred to as the “City”.

##### **PLANS: LOCATIONS AND ESTIMATED AREAS**

All work is located in the City of Independence, Kansas in Riverside Park, 1736 North 5<sup>th</sup> Street in Ralph Mitchell Zoo. Bidders also may schedule time to examine the roof by contacting Ned Stichman at (620) 332-2512.

##### **MATERIAL TYPE AND USAGE**

Contractor shall remove existing hot tar roof, dispose of all removed materials and scraps from new installation in an approved location, repair existing deck, and install ½ inch wood fiber material, two ply fiberglass felt, flashing if needed, and 170 Al Plan modified rubber roofing material. Modified rubber roofing material shall be approved by the City. Installation shall be in accordance with the manufacturer’s specifications. Contractor shall include a copy of the roof guarantee with the bid.

##### **EQUIPMENT**

Contractor is responsible for supplying all equipment to perform the work outlined in this bid.

##### **INSURANCE**

The Contractor shall secure and maintain, throughout the duration of the Contract with the City, insurance protecting the Contractor against the hazards and risks of loss in such types and amounts as hereinafter set forth. The companies issuing such policies and the form thereof shall be acceptable to the City, and the City shall be named as an insured or additional insured on each such policy. Copies of such insurance policies or certificates evidencing the required insurance coverage shall be filed with the City and shall state that 20 days’ written notice will be given to the City before any such policy is changed or canceled. The City will require the Contractor to take such steps as are necessary to remove the threat of cancellation or to procure new policies meeting the requirements set forth herein. No work shall be performed in the City except when policies providing the required insurance coverage are in full effect. The coverage requirements of the Contractor are as follows:

1. Worker's Compensation Insurance complying with the statutory requirements of the State of Kansas and the Liability Insurance having liability limits of not less than \$250,000 for each person.

2. Comprehensive Automobile Liability Insurance and Comprehensive General Liability Insurance having liability limits not less than the following: Bodily Injury - \$250,000 each person; \$500,000 each occurrence; Property Damage - \$250,000 each occurrence; \$500,000 aggregate. The policy providing Comprehensive General Liability Insurance shall contain contractual liability coverage insuring any liability assumed by the Contractor.

### **SUB-CONTRACTORS**

The Contractor may sub-contract any of the work required in this bid specification subject to the limitations contained in paragraph "5" of the Instructions to Bidders included herewith. Contractor is required to file lien wavers with the City.

### **SAFETY TRAINING**

Contractor shall be responsible for all necessary safety training in compliance with local, state and federal regulations, including, but not limited to, the Occupational Safety and Health Administration rules and regulations.