

NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for constructing **2010 Contract Maintenance Concrete Repairs, Ph 3** will be received at the Office of the Purchasing Manager, City Hall, 455 North Main, Wichita, Kansas until **10:00 o'clock a. m. on September 17, 2010**, at which time the bids will be opened publicly and read aloud and tabulated by the Board of Bids and Contracts for consideration by the City Council. Bids received after said time will be returned unopened.

NOTE: BIDDER SHALL AFFIX THE FOLLOWING PROJECT NUMBER TO THE BID ENVELOPE **472-84938**

ATTENTION ALL BIDDERS: A BID BOND IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL BID OR AN ANNUAL BID BOND IS REQUIRED PRIOR TO BID OPENING. SEE SECTION 102.3 OF THE CITY OF WICHITA STANDARD SPECIFICATIONS FOR FURTHER INFORMATION.

BIDDERS ARE ADVISED TO CONTACT THE OFFICE OF THE CITY ENGINEER (316-268-4501) SHOULD THEY HAVE ANY QUESTIONS OR CONCERNS ABOUT THE PLANS, SPECIAL OR SUPPLEMENTAL PROVISIONS, MINORITY STATUS, OR THE PROPER PREPARATION OF THE BID DOCUMENT.

THE BID FORM SHALL BE PREPARED USING UNIT PRICES PER BID ITEM, UNLESS OTHERWISE NOTED.

**SPECIAL PROVISION TO CITY OF WICHITA, KANSAS
STANDARD SPECIFICATIONS**

2010 Contract Maintenance Concrete Repairs, Ph 3
(Benjamin & Bullinger, Benjamin & Hyacinth, Walker - Seneca to Meridian)
472-84938 (132723)

The City of Wichita's Standard Specifications are required provisions for the furnishing of all materials and doing all work to complete the above referenced project, and are hereby made a part of these provisions as if fully set forth herein. Said Standard Specifications shall control except as modified by the following Special Provisions. The Standard Specifications are on file in the City Engineer's Office, available for purchase from Kansas Blue Print for the construction of City projects, or can be found online at <http://www.wichita.gov/CityOffices/PublicWorks/engineering2.htm>. The following **Special Provisions** shall be applicable to this project:

1. **Start Date.** The work order shall be issued on **October 11, 2010, pending receipt of the fully executed contract.** The non-availability of material shall not prevent working days from being assessed.
2. **Working Days/Completion Date.** The work on this project shall be completed within **40 (forty) working days** from the date of the work order and in accordance with the plans and Standard Specifications.
3. **Pre-Bid Conference.** A pre-bid conference has been scheduled for **10:00 a.m. Tuesday, September 14, 2010**, in a conference room at the City of Wichita's **Central Maintenance Facility**, 1801 South McLean Boulevard.
4. **Basis of Award.** The contract for this project shall be awarded on the basis of the **lowest responsible bid**, provided the bid is within the Engineer's estimate. Add Alternate(s) may be accepted as determined by the City after the bids are opened, as available funding may allow. The City reserves the right to reject any and all bids. If the low bidder is above the Engineer's estimate, the contract may be awarded to lowest bidder over the Engineer's estimate for the engineer's estimate. If the low bidder is under the Engineer's estimate, the contract may be awarded for any amount above the bid, up to the Engineer's estimate.
5. **Basis of Payment.** Payment for the bid items will be as a **measured quantity** amount based on the bid quantities and unit prices in the bid proposal.
6. **Unit Prices/Quantity of Work.** This is a unit price contract for the following specified unit prices. **The quantities are estimates only and are not a guarantee of any quantity amounts; the City reserves the right to adjust the quantities as necessary to meet the demands of this project.** Actual quantities of work to be completed in this contract may vary significantly from the quantities shown on the bid form. The list of locations shown at the beginning of the project is neither final nor exact, but will instead be developed and refined as the project progresses, with locations being removed or added at the discretion of the Engineer. Though new locations may be added, total expenditures will not exceed the total contract amount. If the contract is awarded for an amount above or below the bid total, working days for the project will be increased or decreased proportionately.
7. **Reasonable access.** Successful contractor must allow City Inspectors and vehicles reasonable access onto the project site.

8. **Work on Project.** Work shall consist of concrete pavement repair which include partial concrete panel repair, concrete panel repair & joint repair. Work also consists of Curb & Gutter, Driveways, Valley Gutter, sidewalk and wheel chair ramps repairs on locations as determined by the Engineer. Tentative locations are shown in Attachment A. The repair work shall include all costs for removing and reconstructing existing pavement, combined curb and gutter, drives, valley gutter and sidewalk, compaction of sub-grade, site restoration and traffic control. **Tentative locations are shown in Attachment A. The cost of cuts and fill up to 2” shall be incidental to other bid items.**

Hot-mix asphalt patching as shown in Attachment B along high edge of curb shall be performed adjacent to all curb, valley gutters, etc., where asphalt abuts concrete and shall be incidental to the various bid items of work. If excess asphalt work is required prior to removal of the curb past the incidental 1’, asphalt from the face of the curb shall be paid for from the asphalt surface quantity.

The Contractor shall perform **asphalt repairs along the high edge** of the wheelchair ramp in the same manner as for curb and gutter repair as shown in **Attachment C**. One-foot minimum asphalt repairs are mandatory on all locations where wheelchair ramps abut asphalt pavement and shall be subsidiary to wheelchair ramp construction. Brick paver replacement where wheelchair ramps abut brick streets shall be subsidiary to wheelchair ramp construction.

Concrete and Finishing Requirement Specifications. All concrete used in the construction of curb & gutter, driveways, concrete sidewalk and wheelchair ramps, concrete pavement repair, concrete base repair, valley gutter and other concrete item, shall conform to the City of Wichita Standard Specifications for such work and shall be air-entrained, high-early strength mix containing 40% rock and a minimum of 620 pounds (6.6 sacks) of cement per cubic yard. All concrete work constructed with the high-early strength mixes will be opened to vehicular traffic at the end of a period of 96 hours after placement of such concrete. Concrete for sidewalk and wheelchair ramps construction shall be City’s 6.6 sacks of cement and 40% rock AE/HE concrete mix., or 8 sack sand mix as specified in the City of Wichita Standard Specifications.

Walk surface shall be sound and level. Unless directed otherwise, all walk and ramp surfaces shall receive a light broom finish. A steel trowel finish shall be applied as directed by the Engineer in special areas or if the broomed finish is deemed to be of poor quality. All concrete work shall have a light broom finish over a steel trowel finish with broom marks parallel with the adjacent street for approaches and perpendicular to the street for sidewalks, paving patches, and curbs. Sides of sidewalk shall be formed for the full depth of the sidewalk or driveway being replaced.

Concrete Base Repairs, includes the removal and replacement of base pavement, as directed by the Engineer. It will consist of complete removal and replacement of the concrete base. Concrete base shall be tied in all sides to existing base using No. 4 bars 2’-0” in length, spaced 2’-6” on centers. **No. 4 rebar shall be drilled & grouted/epoxied into existing concrete, hammering rebar into concrete is not allowed. The cost of all the necessary work to complete the repair work such as full depth saw cut, removal and replacement is subsidiary to that particular repair bid item.** Joint spacing shall be no greater than 12 feet, nor less than 6 feet.

Concrete base repair shall conform to section 512.3 of the City’s standard specifications. Concrete base patching shall be identified and started as soon as surface milling reveals areas in need of repair. Damaged areas shall be removed and replaced to a thickness of 1-inch below existing bottom of pavement, with a minimum thickness of 6 inches. **Concrete base patch shall be reinforced with No. 4 bars placed on 18-inch centers both ways for arterial streets and reinforced with 6 X 12, W4 X W4 welded wire mesh for residential and collectors.** Material for sealing joints in the new pavement shall be Crafc Road Saver #221 or pre-approved equal.

All base repairs, regardless of location, require full-depth saw cuts. All saw cutting, removal & other work to complete the concrete repair work will be considered subsidiary to bid items. The 2”

asphalt surface over new concrete base shall extend 1' beyond the new concrete base repair. The asphalt shall be saw cut 1' wide, 2" deep bordering concrete base repair. The asphalt in cut border shall be removed & overlaid. The asphalt saw cut, the removal & overly are subsidiary to the bid items.

Concrete Pavement Repair, shall be reinforced with reinforced with 6 X 12, W4 X W4 welded wire mesh for residential and collectors. Material for sealing joints in the new pavement shall be Crafco Road Saver #205 or pre-approved equal. Where existing reinforced steel cannot be saved, **No. 4 rebars 2'0" long on 30" centers with a minimum of 2 bars in any patch side shall be drilled and epoxyed into existing concrete.** The Epoxy shall be Simpson SET High Strength or equivalent. **Hammering rebars into concrete is not allowed. The cost of all the necessary work to complete the repair work such as full depth saw cut, removal and replacement is subsidiary to that particular repair bid items.** Monolithic edge curb required shall match existing curb as closely as possible. All costs for removal and construction of monolithic edge curb will be included in the price bid for that item. **All concrete pavement repair, regardless of location, require full-depth saw cuts. All saw cutting, removal & other work to complete the concrete repair work will be considered subsidiary to bid items.**

Stamping. Every pour of concrete, except concrete base, shall be stamped with the Contractor's name and year of construction. Contractor's name and year shall be in formed letters and numbers 1½ inches high at each end of the pour. Concrete not stamped shall be removed and replaced at the Contractor's expense.

Joints. Contraction joints in curb or curb and gutter may be either tooled or sawed. The tooling or sawing shall be of an adequate depth to establish a plane of weakness for cracking, and in no case shall the depth be less than 3-inches. Joints in sidewalks and driveways shall be tooled planes of weakness. All longitudinal and contraction joints in concrete pavement shall be sawed joints conforming to current City standards. All expansion joints shall conform to current City standards. Locations of all joints shall conform to the locations of such joints in the existing pavements. All sawed joints and expansion joints installed in street pavement shall be sealed with the specified hot pour joint sealant in accordance with Crack Sealing Specifications provided in this contract.

No driveway access or the pavement in front of driveway access will be removed on Friday & left open over the weekend unless it is poured by Saturday. The concrete needs to be placed within 2 working days of beginning any excavation. The day of initial excavation counts as day one. The Contractor will reimburse the City liquidated damages of \$200 per day for each calendar day beyond that time. Any other pavement excavation, the concrete needs to be placed within 3 working days of beginning any excavation. The day of initial excavation counts as day one. The Contractor will reimburse the City liquidated damages of \$200 per day for each calendar day beyond that time.

The Contractor shall be responsible for **recording horizontal and vertical control** of existing pavement prior to removal. The Contractor shall re-establish grades to insure positive drainage. In the event that a positive drainage does not exist between removal limits, it shall be the Contractor's responsibility to inform the Engineer of such conditions. The Contractor shall contact the Engineer to verify grades on stakes established by the Contractor prior to placing concrete.

The Contractor shall be responsible for positive drainage where a difference in elevation exists between curb cuts or pavement cuts. Every effort shall be made by the Contractor to restore disturbed areas as soon as possible. Asphalt repairs work shall include all costs of milling and re-leveling asphalt street patches to facilitate proper drainage as directed by the Engineer and shall be paid by the ton of SC-I surface course asphalt. Details on tentative locations will be discussed at the Pre-Bid Meeting.

All costs for removal of existing pavement, earthwork, and replacement of pavement shall be included in the price bid for concrete pavement repair, regardless of thickness.

Crack-sealing. Concrete pavement shall be crack sealed with ROADSAYER 221 crack sealant as specified in the attached Supplemental Specifications. **Newly placed pavement** shall have a reservoir cut of 1½” deep & 3/8” wide into the grooved joint. All Joints must be knifed & grooved at the time of placement. The cost of all crack sealing on new pavement or adjacent to where the new pavement abuts old pavement is subsidiary to other bid items.

Existing pavement cracks & joints, The street block that the concrete repair is taking place shall all be crack sealed with ROADSAYER 221 crack sealant or equivalent as specified in the attached Supplemental Specifications. The bid price of crack sealing existing pavement will be paid in linear feet. Existing pavement cracks & joints will be blown out using a compressor of sufficient CFM to clean the crack, out to a depth of at least 1½”. The crack or joint must be clean & dry and the temperature must be above 40 deg at the time of placement. The crack or joint will be filled to a depth of ¼” from the surface. Care must be used not to have excess crack seal material on the street surface.

Partial Depth Asphalt Repairs, The Contractor shall perform partial-depth repairs as directed by the Engineer. Work consists of milling 2” of asphalt pavement thickness then laying 2” of BM2 (PG64-22) hot mix and shall be paid for by the ton of asphalt. Asphalt shall be compacted to 95% density.

Rock quality shall conform to the requirements specified by the KDOT 1990 edition standard specification subsection 1102 for durability class 1. Crushed rock Gradation Requirements:

Percent of aggregate retained.

2.5”	0
0.75”	20-60
#4	50-80
#40	80-94
#200	90-98

9. **Extra Work.** Extra work above the contract amount shall not be started before a written agreement between the Contractor and the City has been executed stipulating that the work shall be paid for at the stated unit price or lump sum. Work performed above the contract amount without a properly executed change order shall be entirely at the Contractor's risk.

The Contractor shall share responsibility for tracking budgeted funds available in the project with the Engineer and shall give written notice of agreement or disagreement of work quantity performed on a weekly basis.

10. **Tentative Locations.** Tentative locations of work are as indicated on **Attachment A**. Work shall be performed on locations as directed by the Engineer. The City reserves the right to add or delete locations for this work as directed by the Engineer.
11. **Construction Operations.** The Contractor's construction operations shall be such that will minimize inconvenience to individual residents living in the project area. The Contractor will be required to make special access provisions for any handicapped residents within the project area whose normal access would otherwise be impaired. The Contractor's and subcontractors' work force shall be full crews as required for full production for current operations under construction. The Contractor shall call Kansas-One-Call prior to excavation for locations of buried utility lines.
12. **Access During Construction.** Traffic shall be carried through construction on this project. Such traffic shall be carried on existing pavements. The Contractor will be responsible for coordination of access with abutting properties within the limits of the construction. The Contractor’s representative on the job site and the City’s representative or inspector will meet with affected tenants of such property and mutually resolve any problems which require resolutions related to vehicular access to private property. Some locations may require that vehicle parking on certain streets be temporarily prohibited. The

Contractor will be required to coordinate arrangements for closing the various streets to vehicular parking in a manner approved by the City Traffic Engineer. During non-peak hours, two-way traffic may be carried in one lane with flagpersons and appropriate signing when the Contractor is working on the project. Movement of emergency vehicle will be given the right-of-way over other vehicles at all times.

13. ***Construction Operations.*** The Contractor's construction operations shall be such that will minimize inconvenience of traffic by setting up and maintaining detour routes during construction. Contractor's and subcontractors' work force during these times shall be full crews as required for full production for current operations under construction.
14. ***Notification to Property Owners.*** The Contractor shall be responsible for notifying property owners adjacent to construction that he will be performing work under contract with the City. The notification shall be given to the property owners a minimum of **48 hours in advance** through the use of door hangers. In addition to a brief description of work to be done, the notification shall contain a telephone number and address for contacting the Contractor. The Contractor shall be available by telephone to answer citizen's questions and address citizen's complaints during week-day work hours from 8:00 to 12:00 a.m. and 1:00 to 5:00 p.m. The week-day work hours shall be clearly stated on the door hanger. The Contractor shall be responsible to provide construction information to citizens beginning on the work order date up to completion of the project. Failure to respond to citizen concerns will be considered a default of Contract and be subject to conditions as stated in Section 108.7 in the City of Wichita Standard Specifications. A copy of the notice shall be submitted to the Engineer at the Pre-construction Conference for approval.
15. ***Underground Irrigation Systems.*** Properties within the project limits may have underground irrigation systems (lawn sprinklers) which conflict with new construction. The Contractor shall remove such components as needed during construction of the project. The irrigation system shall be reinstalled in like kind to service the original coverage area, while complying with all applicable ordinances. Any irrigation system modifications required because of project improvements shall be coordinated with the property owner. Portions of underground irrigation systems not in conflict with new construction shall be protected from damage and shall remain in place. Work related to underground irrigations/sprinklers will not be paid for directly, but shall be considered incidental to other pay items.
16. ***Site Restoration.*** The Contractor shall promptly and correctly restore areas damaged or disturbed by construction activities. Restoration shall include, but not be limited to, cleanup and disposal of materials and debris, re-grading to original condition, backfilling with soil suitable for growth of vegetation, and replacement of lawn/turf damaged or disturbed from construction. Regrading shall include trimming or filling behind the back of curb with suitable fill to a mowable slope. Lawn/turf restoration may include, but not be limited to soil preparation, seeding, mulch and/or re-sodding. Disturbed areas shall be restored to original or better condition using techniques and material which will provide for complete restoration. Restoration of lawn/turf shall be **scheduled as soon as possible**, depending upon the appropriate time relative to grass species and, where required, upon availability of sod.

All work should be performed in such a manner so as to protect shrubs, trees and sod not scheduled to be removed. Contractors shall work with property owners to ensure that cleanup and restoration work is performed to the reasonable satisfaction of the property owner. However, such agreement shall not relieve the Contractor from provisions and expectations of the contracted work to be performed.

Restoration of lawn/turf areas shall not be paid for directly, but shall be considered subsidiary to other items of work. Final payment will not be made on this project until cleanup and restoration work is completed in a sound and acceptable manner. Rubble and debris shall be removed from the street and the parking at the end of each day's removal operation. The Contractor shall reimburse the City Liquidated Damages in the amount of \$100 per calendar day for debris left over 24 hours.

17. **Removal and Clean-Up.** Not more than 500 lineal feet of curb removal shall be opened ahead of concrete placement. rubble and debris shall be removed from the street and the parking at the end of each day's removal operation. **The Contractor shall reimburse the City liquidated damages in the amount of \$200 per calendar day for debris left over 7 working days after placement of concrete.**
18. **Surface Storm Water.** Contractor will be required to incorporate provisions in his construction operation to mitigate the nuisance and inconvenience of ponded surface storm water caused by the construction of the project. Such provisions will include the pumping of such ponded storm water to existing storm sewer inlets of existing street gutters which provide a positive outlet for drainage from the project area when deemed necessary by the Engineer.
19. **Wheelchair Ramps.** **Wheelchair ramp** construction shall conform to the specifications shown in the attachment C (make special note of section B-B). It is the Contractor's responsibility to ensure conformance. Wheelchair ramp construction not conforming to ADA requirements shall be removed and replaced at the Contractor's expense.

The cost of all work required for construction of wheelchair ramps shall be included in the unit price bid for "WCR Const. w/Det. Warn." (Wheelchair Ramp Construction with Detectable Warning). Wheelchair ramp construction shall include all costs for removing and reconstructing existing pavement, combined curb and gutter and sidewalk, compaction of subgrade, installation of approved detectable warning pavers, grading adjacent area to a mowable slope and site restoration. For pay purposes, a wheelchair ramp will be considered as 30 square feet, regardless of size. Any construction beyond the first 30 square feet shall be paid as 4" sidewalk construction or 4" sidewalk repair, as applicable. Detectable warning pavers shall be installed to the same width as the sidewalk.

20. **Subcontractors.** The Contractor shall submit a list of potential subcontractors with the bid. If no subcontractors are to be utilized, the Contractor shall so indicate in the space provided on the bid form. Contractors are encouraged to utilize women and minority contractors and suppliers whenever possible. Prior to payment of the final estimate, the Contractor shall be required to submit a list of subcontractors and suppliers actually used on the project along with the dollar amount per subcontractor. Failure to submit the list of subcontractors used will result in delay of the final payment until such list is provided.
21. **Water and Gas Valve Box Casting Adjustments.** Water and gas valve boxes shall be adjusted to match the new surface immediately prior to the overlay operations. Water and gas valve box casting adjustments shall conform to the same requirements as specified for new castings, except when approved by the Engineer, and adjustment ring may be used to preclude the need to remove and reconstruct pavement to facilitate such adjustments. Such adjustment rings shall be approved by the Engineer and must be provided as a one-piece unit providing the necessary height adjustment required to position the valve box cover at an elevation which will match the elevation of the surface of the proposed overlay. Adjustment rings shall be heavy-duty rings capable of supporting maximum legal truck weights. Adjustment gas valve boxes shall not be paid for directly but shall be considered subsidiary to the bid items of work.
22. **Sanitary Conditions.** The Contractor shall provide and maintain in a neat and sanitary condition a portable toilet at any worksite where at least five employees will be working for more than one day. Toilet facilities shall comply with all department of health regulations and shall not cause a public nuisance. Toilets shall not be placed on private property.
23. **Project Erosion Control Requirements.** The Contractor will be required to practice 'Good Housekeeping' at all times. Any dirt or mud tracked off the Contractor's construction site onto paved public or private streets, or ditches, or discharges of same into lakes, ponds, ditches or storm sewers shall be cleaned up within 24 hours. Contractor may be liable for fines as indicated in Ordinance #44-123. Contractor will be required to comply with all sections of Ord. #44-123. Copies of the ordinance are available in the Storm Water Management Office.

24. **Partial Payment Estimates.** The awarded contractor shall waive all rights on all partial estimate calculations, and estimates shall be processed without the contractor's review and authorization. However, contractor shall review and approve the final payment at the completion of the project. The contractor may request partial estimate review and approval by written request submitted with their bid.
25. **Appearance and Conduct.** All of the work done on this project will be done in full view of the general public. Citizens' impressions of the Contractor's employees, work procedures and finished product will reflect both on the Contractor and the City of Wichita. For this reason, it is important for the Contractor's employees to present a pleasing appearance and conduct themselves in a proper manner. Any failure to comply with reasonable requirements regarding appearance and conduct may result in the City shutting the job down until the situation is rectified, or dismissal of any Contractor's employee that fails to comply with these requirements.

Acceptable clothing will be jeans or work slacks, T-shirt or standard type shirt-blouse and leather or similar type work shoes. Tank tops, going shirtless, wearing an unbuttoned shirt and shorts will not be allowed.

The Contractor shall inform his employees to respect private property and to not lounge on or litter or place any equipment on private property.

The Contractor shall minimize excessive noise as much as possible (no equipment without mufflers, loud music playing, etc.).

26. **Incidentals.** All the work that is required to complete the bid items, or all the work which is required to complete the project as in the scope of work, but there are no bid items for them are subsidiary to other bid items.
27. **Defect.** Once the contractor is notified of a any defect of the work, The defect needs to be completed within 15 working days, otherwise there will be a \$300.00 per day penalty.
28. **Bid Form, Preparation and Final Payment.** Bids should be prepared showing unit prices, extension amounts and a total of the extended amounts, which shall be the total bid. Below is a brief example of a properly prepared bid:

(PRICES SHALL INCLUDE ALL MATERIAL AND LABOR) [Quantity x Unit Price = Amount]

ITEMS	QUANTITY	UNIT PRICE	AMOUNT
5" AC Pvmt (3" Bit Base)	1234 sy	6.00	7,404.00
Excavation	234 cy	2.00	468.00
Site Clrg & Restoration	1 LS	2,000.00	2,000.00
Bid Total			\$9,872.00

LEGEND: LS = Lump Sum, lf = lineal ft, ea = each, gl = gallons, sy = square yds, sf = square ft, tn = tons, cy = cubic yds, cf = cubic ft, **Unit Price** = price per unit of measure as specified