

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

Project No.: 35-237044-000-0158
Owner: City of Newton
Address: 201 E 6th St. Newton, KS 67114

Bids for the construction of Newton Country Club Lift Station Rehabilitation will be received at the office of City of Newton located at 201 E. 6th St, Newton, KS 67114 until February 22, 2024 @ 11:00 am local time. At that time the Bids will be publicly opened and read.

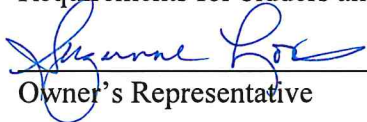
Description of Project:

Rehabilitation of the existing country club lift station including full replacement of the pumps and piping, lining of the existing wetwell, new generator, and site improvements.

The Bidding Documents consisting of the drawings and project manual may be examined and obtained from Drexel Technologies at <http://www.drexeltech.com/>. Additionally, Bidding Documents may be picked up at Drexel Technologies on a CD or downloaded electronically. See the Drexel Technologies website for pricing. All purchases are non-refundable. Drexel Technologies can be contacted by phone at (913) 371-4430 or electronically at <http://www.drexeltech.com/>. Bidding Documents will be shipped only if the requesting party assumes responsibility for all related shipping charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies.

Prospective Bidders are urged to register with Drexel Technologies as a plan holder, even if Bidding Documents are obtained from a plan room or source other than Drexel Technologies in either electronic or paper format. Drexel Technologies will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through Drexel Technologies. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than Drexel Technologies.

Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.



Owner's Representative

1-22-23

Date

END OF SECTION

BIDDER shall complete the Work for the following price(s):

NEWTON COUNTRY CLUB LIFT STATION REHABILITATION

BASE BID

Item No.	Description	Quantities	Unit	Unit Price In Figures	Amount In Figures
1.	Duplex Pump Unit	1	LS	\$ _____	\$ _____
2.	Wetwell Lining	1	LS	\$ _____	\$ _____
3.	Bypass Pumping	1	LS	\$ _____	\$ _____
4.	Site Improvements	1	LS	\$ _____	\$ _____
5.	Electrical	1	LS	\$ _____	\$ _____
6.	Site Clearing & Restoration	1	LS	\$ _____	\$ _____
7.	Mobilization	1	LS	\$ _____	\$ _____
8.	Erosion Control	1	LS	\$ _____	\$ _____
9.	Temporary & Permanent Seeding	1	LS	\$ _____	\$ _____

TOTAL BASE BID (in figures) \$ _____

TOTAL BASE BID (in words) _____

Bidder acknowledges that:

- A. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item.
 - B. The quantities of items of unit price work are based on the work as included in the contract documents. Adjustments of the quantities shall only occur with a change in the work as set forth in a Change Order.
8. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid, Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

- A. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

SECTION 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Newton (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions. Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Newton Country Club Lift Station Rehabilitation

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Newton Country Club Lift Station Rehabilitation

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Professional Engineering Consultants, P.A.
- 3.02 The Owner has retained Professional Engineering Consultants, P.A. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
 - B. Notice to Proceed shall be issued no later than July 29, 2024.

4.02 Contract Times: Days

- A. The Work will be substantially completed within 40 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 45 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,200.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.