



**RFP #2024 ASPHALT OVERLAY**

**THE CITY OF COLUMBUS REQUESTS SEALED PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICE:**

Sealed Bids for and asphalt overlay, milling and base reconstruction and curb installation will be received by the City of Columbus, Kansas, at City Hall, 300 E. Maple Street, Columbus, KS 66725, until 6:30 P.M. Monday February 19, 2024, at which time the Bids received will be publicly opened and read. For more information and the full RFP, please visit <https://columbusks.gov/city-council/public-notices/>



## GENERAL INSTRUCTIONS AND CONDITIONS

1. The City of Columbus, Kansas ("City") invites you to submit a written Proposal for the resurfacing and/or repair of its streets as follows: Asphalt Surface: Recycled material is acceptable. Furnishing all materials, labor, equipment, and tools for the construction of Hot Mix Asphalt (HMA) pavement. This item includes all prep work including pothole filling and cutting growth back from street edge, material, compaction, material quality monitoring, hauling, permits, traffic control and all work and materials necessary to complete the work in accordance with the Bid Documents. The bid for this item shall be per ton placed, and cubic yard milled separately.

City Mix Design Attached

Item:

- 1. 100-500 blocks of West Country Road (25' X 2,225')**
  - a. Overlay 1.5" of HMA, milling at all intersecting streets, 18" from curb and gutter, and bridge headers.**
  - b. At the West intersection of Country Road and Kansas Avenue remove pavement 10' in length and width of road to construct 10" thick concrete valley gutter width of the street and 8' in length, sloped to drain North to South to inlet box.**
  - c. At the North Intersection of South Kansas and Country Road remove 4" of pavement starting at existing joint at intersection and continuing 20' North and width of road. Reconstruct HMA pavement with gradation matching existing pavement, accommodating crosswalk and curb ramps on both sides of street.**
- 2. 400 block West Pine Street (30' X 357')**

**Overlay 2" of HMA, milling at intersecting streets and 18" from curb and gutter.**
- 3. 100 block South Vermont Avenue (35' X 357')**

**Mill 4" on East side of street 30" from gutter, and intersecting streets. Construct HMA overlay designed for stormwater draining from West curb to East gutter.**



4. **100-400 blocks North Vermont Streets (22' X 1,450')**
  - a. **Overlay 2" of HMA, milling at all intersecting streets, 18" from curb and gutter.**
  - b. **At the North intersection of Vermont Avenue and Maple Street remove pavement 25' North and width of the street. Construct 8" thick concrete Valley gutter 10' in length and the width of the street, sloping from West to East for storm water collection.**

**MISSOURI DEPARTMENT OF TRANSPORTATION - DIVISION OF MATERIALS**

IDENT NO.	PRODUCT CODE	PRODUCER-LOCATION	PI	BULK SP. GR.	APP. SP. GR.	%ABS	FORMATION	LEDGES	% CHERT																																																																																																											
12SWASM025	100205..LD1	Joplin Stone, Joplin, MO		2.513	2.685	2.5	Warsaw	4	40.0																																																																																																											
12SWASM026	100204..LD2	Joplin Stone, Joplin, MO	NP	2.462	2.683	3.3	Warsaw	4	40.0																																																																																																											
12SWASM027	1002MS..MSLD	Joplin Stone, Joplin, MO	NP	2.491	2.691		Warsaw	4																																																																																																												
12SWASM035	1002NS..NS1	Holliday Sand & Gravel, Randolph, MO		2.619	2.643		Missouri River Sand	SAND																																																																																																												
12SWASM029	1002NS..NS1	Holliday Sand & Gravel, Bixby, OK		2.577	2.601		ARKANSAS RIVER	SAND																																																																																																												
12SWTMN025	1002..RAP1	APAC - Asphalt Plants , Columbia, MO		2.644	2.644		RAP	4.3% AC																																																																																																												
12SWASM034	1002..SHGL	APAC - Asphalt Plants , Columbia, MO		2.644	2.644		SHINGLES	23.0% AC																																																																																																												
12SWTMN032	1015ACPG..6422	APAC-MO, Daystar Terminal, Springfield, MO		1.035			PG64-22	Mold Temp. 290-300°F																																																																																																												
<table border="1"> <thead> <tr> <th>MATERIAL IDENT #</th> <th>12SWASM025</th> <th>12SWASM026</th> <th>12SWASM027</th> <th>12SWASM035</th> <th>12SWASM029</th> <th>12SWTMN025</th> <th>12SWASM034</th> <th>COMB. GRAD</th> </tr> </thead> <tbody> <tr> <td>12081</td> <td>1/2"</td> <td>3/8"</td> <td>MS</td> <td>NS</td> <td>NS</td> <td>32.0</td> <td>25.0</td> <td>10.0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>3.0</td> <td>100.0</td> </tr> <tr> <td>3/4"</td> <td>100.0</td> <td>100.0</td> <td>100.0</td> <td>100.0</td> <td>100.0</td> <td>32.0</td> <td>25.0</td> <td>10.0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>3.0</td> <td>100.0</td> </tr> <tr> <td>1/2"</td> <td>100.0</td> <td>100.0</td> <td>100.0</td> <td>100.0</td> <td>100.0</td> <td>32.0</td> <td>25.0</td> <td>10.0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>3.0</td> <td>100.0</td> </tr> <tr> <td>99.0</td> <td>98.0</td> <td>89.6</td> <td>100.0</td> <td></td> <td></td> <td>8.0</td> <td>20.3</td> <td>9.8</td> <td>5.0</td> <td>9.8</td> <td>13.4</td> <td>3.0</td> <td>69.2</td> </tr> <tr> <td>#8</td> <td>4.0</td> <td>58.0</td> <td>70.0</td> <td>95.0</td> <td>88.0</td> <td>1.3</td> <td>14.5</td> <td>7.0</td> <td>4.8</td> <td>8.8</td> <td>8.9</td> <td>2.9</td> <td>48.1</td> </tr> <tr> <td>29.8</td> <td>56.8</td> <td>#200</td> <td>1.5</td> <td>14.0</td> <td>6.0</td> <td>0.4</td> <td>1.2</td> <td>12.9</td> <td>31.4</td> <td>0.6</td> <td>8.5</td> <td>1.0</td> <td>23.5</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>0.5</td> <td>3.5</td> <td>0.6</td> <td></td> <td>0.1</td> <td>1.9</td> <td>0.9</td> <td>7.6</td> </tr> </tbody> </table>										MATERIAL IDENT #	12SWASM025	12SWASM026	12SWASM027	12SWASM035	12SWASM029	12SWTMN025	12SWASM034	COMB. GRAD	12081	1/2"	3/8"	MS	NS	NS	32.0	25.0	10.0	5.0	10.0	15.0	3.0	100.0	3/4"	100.0	100.0	100.0	100.0	100.0	32.0	25.0	10.0	5.0	10.0	15.0	3.0	100.0	1/2"	100.0	100.0	100.0	100.0	100.0	32.0	25.0	10.0	5.0	10.0	15.0	3.0	100.0	99.0	98.0	89.6	100.0			8.0	20.3	9.8	5.0	9.8	13.4	3.0	69.2	#8	4.0	58.0	70.0	95.0	88.0	1.3	14.5	7.0	4.8	8.8	8.9	2.9	48.1	29.8	56.8	#200	1.5	14.0	6.0	0.4	1.2	12.9	31.4	0.6	8.5	1.0	23.5							0.5	3.5	0.6		0.1	1.9	0.9	7.6
MATERIAL IDENT #	12SWASM025	12SWASM026	12SWASM027	12SWASM035	12SWASM029	12SWTMN025	12SWASM034	COMB. GRAD																																																																																																												
12081	1/2"	3/8"	MS	NS	NS	32.0	25.0	10.0	5.0	10.0	15.0	3.0	100.0																																																																																																							
3/4"	100.0	100.0	100.0	100.0	100.0	32.0	25.0	10.0	5.0	10.0	15.0	3.0	100.0																																																																																																							
1/2"	100.0	100.0	100.0	100.0	100.0	32.0	25.0	10.0	5.0	10.0	15.0	3.0	100.0																																																																																																							
99.0	98.0	89.6	100.0			8.0	20.3	9.8	5.0	9.8	13.4	3.0	69.2																																																																																																							
#8	4.0	58.0	70.0	95.0	88.0	1.3	14.5	7.0	4.8	8.8	8.9	2.9	48.1																																																																																																							
29.8	56.8	#200	1.5	14.0	6.0	0.4	1.2	12.9	31.4	0.6	8.5	1.0	23.5																																																																																																							
						0.5	3.5	0.6		0.1	1.9	0.9	7.6																																																																																																							
LABORATORY CHARACTERISTICS <b>AASHTO T-312 50 GYRATIONS</b>		Gmm = 2.401 Gmb = 2.309 Gsb = 2.532	% VOIDS = V.M.A. = % FILLED =	3.8 14.0 73						<b>MIX COMPOSTI</b> MIN.. VIRGIN ASPHALT CON	94.3% 4.4%																																																																																																									

DATE = 04/24/12  
 CALIBRATION NUMBER =  
 MASTER GAUGE SER. NO. =

CONTRACTOR = APAC  
 MASTER GAUGE BACK CNT. =  
 SAMPLE WEIGHT =

A1 =  
 A2 =

**NOTE:** These are estimates. The total estimated tonnage of HMA is 1,400 tons. Vendors are encouraged to visit the locations of the proposed work to confirm the nature, scope and exact locations of these projects.

Any Technical Specifications, requirements and drawings are considered part of this RFP, and it is the bidder's responsibility to review.



1. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
2. Note: The Vendor is presumed to accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFP requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.

## **ARTICLE II PROPOSAL INSTRUCTIONS**

### RFP PROPOSALS - CONTENTS AND SUBMISSION

Proposals in response to this RFP should include the following information:

1. Name, address, and telephone number of Vendor(s).
2. Full price for providing the goods and performing the Service in accordance with the RFP. Specify the required information for the base bid and each alternate for which a bid is being submitted.
3. A completed Proposal Form attached to this Request for Proposal (preferred, not required).
4. Name, address and telephone number of not less than three (3) customers for whom the Vendor has performed similar Service within the last two (2) years.
5. Proposed date for commencement of project.

### ADDENDA

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City Street Director in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

### EVALUATION

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, overall cost to the city (direct or indirect) and any other information the City obtains regarding the Vendor, or that the City deems relevant. Responsive Proposals from responsible vendors will be evaluated on the basis of criteria that include the following:



### SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data (if applicable) in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may cause to reject the entire Proposal.

### RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of sixty (60) calendar days, commencing on the date and time of the RFP closing and expiring at 10:30 A.M. (from 10:00 a.m.) of the last day. Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the city at any time up to and including the proposed RFP opening date.

### RFP CLOSING

Two (2) original Proposals and any modifications shall be received, sealed, and marked on the outer envelope by RFP number and date of closing addressed to Randy Coble, Street Director, 300 E. Maple Columbus, KS 66725. RFPs will be opened at 6:30 PM at City Hall on February 19th, 2024. The RFP should be labeled with the Vendor's name and project name. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal. The City reserves the right to reject any and all Proposals received in response to RFPs, and to waive all irregularities in Proposals.

### ACCEPTANCE OF RFPS/LATE PROPOSALS

The City reserves the right to accept the Proposal that, in its judgment, is the lowest and/or best Proposal in response to this RFP. Proposals received after the date and time of the responsive Proposals to the RFP opening shall not be considered.

### MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her responsive Proposal to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Vendor discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Vendor or to withdrawing the RFP if the result of the correction of the mistake makes another Vendor the lowest and best Vendor. The mistake must be evident and provable. The right is reserved by the City Council to reject any and all requests for correction of mistakes in Proposals received after the date and time of the Proposals to the RFP opening. A mistake in a Proposal cannot be



considered once a purchase contract is executed by the parties.

NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City. The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor. If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

AWARD OF THE CONTRACT

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Council for formal approval. After approval by City Council, the City Clerk will notify the successful Vendor. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFP obligates the Vendor not to discriminate in employment practices. Successful Vendor must be prepared to comply in all respects with all provisions regarding non-discrimination.

**ARTICLE III GENERAL TERMS AND CONDITIONS**

EXECUTION OF CONTRACT

The successful Vendor shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or



acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Vendor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

#### CONTRACT PERFORMANCE

Any contract entered into pursuant to this RFP should be performed by the Vendor within sixty (60) days from contract execution.

#### GENERAL PROJECT ASSESSMENT REQUIREMENTS

Upon award of the contract, the Vendor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

#### BONDS

Vendor shall provide the City a Performance Bond in a sum no less than 100% of the total Contract or cost or price for all construction services, labor, and materials as set forth in Vendors bid to this RFP.

#### INSURANCE

The vendor should provide verification that he or she is fully insured for Workers Compensation and carry \$1,000,000 per occurrence, \$2,000,000 aggregate general liability insurance designed for their field of work, to indemnify and hold harmless the City from all claims and actions arising from contractor's participation in the milling and overlay project caused by the fault or negligence of the contractor.

#### INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications in the RFP and requirements and when applicable, for review.

#### ADDITIONAL SERVICE AND CHANGE ORDERS

The Vendor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City. A request by the Vendor for a change order shall be submitted to the City in writing and must be approved by the City Council in writing before the Vendor proceeds with the Service that is the subject of the change order.

#### BILLING

Vendor will be paid for services upon successful completion of work performed and upon approval of City appropriations report at a City Council meeting.



#### TERMINATION

The Contract may be immediately terminated by the City if the Vendor defaults in the performance of any of its obligations under the Contract; or the City has documented receiving unsatisfactory services applicable to the Vendor's service or work performance.

#### CONFIDENTIALITY

All reports, documents and material developed or acquired by the Vendor, as a direct requirement specified in the contract, shall become the property of the City. The Vendor shall agree and understand that all discussions with the Vendor and all information gained by the Vendor as a result of the Vendor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.





(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

**RFP # 17-10 PROPOSAL RESPONSE FORM**

I, \_\_\_\_\_, hereby  
representing (Agent Submitting RFP)

\_\_\_\_\_, have read and reviewed the attached specifications.  
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Vendor has performed similar Service within the last two 2 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PROPOSAL RESPONSE FORM**

Project	Item Price	Total Bid Price
1. A. 100-500 West Country Rd. HMA. Milling B. Concrete Valley Gutter		
2. 400 West Pine St. HMA. Milling		
3. 100 South Vermont Ave HMA. Milling		
4. 100 North Vermont Ave. A. HMA. Milling B. Concrete Valley Gutter		
		Total \$

Vendors are encouraged to visit the locations of the proposed work to confirm the nature, scope and exact locations of these projects.

Commencement date \_\_\_\_\_

Completion Date \_\_\_\_\_

