

## NOTICE TO BIDDERS

The Leavenworth County Clerk, 300 Walnut Street, Suite 106, Leavenworth, Kansas 66048, will receive sealed bids, until 2:00 p.m. local time on **Monday October 23, 2017**, at which time and place the bids will be publicly opened and read aloud for the following:

### **1. Transfer Station Scale Replacement FOR LEAVENWORTH COUNTY**

Bids shall be submitted in a sealed envelope with the name of the bidder and "Transfer Station Scale" clearly written on the envelope, and addressed to the Leavenworth County Clerk, 300 Walnut St, Suite 106, Leavenworth, Kansas 66048. Any Bids received after the 2:00 p.m. Monday, October 23, 2017 shall be returned unopened. All bids submitted shall be deemed a valid offer for not less than 30 days after the submission deadline. A pre-bid conference is scheduled for 9:00 a.m. on October 16, 2017. The pre-bid conference will be held at the Leavenworth County Transfer Station 24967 136<sup>th</sup> Street, Lansing, KS.

Bid specifications can be viewed on the County's website [www.leavenworthcounty.org](http://www.leavenworthcounty.org) and can be picked up at the Public Works Office located in the lower level of the Leavenworth County Courthouse, 300 Walnut St, Suite 007, Leavenworth, Kansas 66048. Any questions, please feel free to contact Trevor Huhn at 913-684-0468. A copy of the specification is also on file at the office of the County Clerk of Leavenworth, Kansas, and is open for the public inspection.

Leavenworth County, Kansas is an equal opportunity employer. Small, minority, disadvantaged or women owned businesses are encouraged to submit bids.

The Governing Body, of the County of Leavenworth, Kansas, reserves the right to reject any or all bids, and to waive any non-conformity in any submitted bid.

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Janet Klasinski, County Clerk  
Courthouse, 300 Walnut St, Suite 106  
Leavenworth, Kansas 66048  
(913) 684-0421

***Leavenworth County Department of Public Works***  
**300 Walnut Street, Suite 7**  
**Leavenworth, KS 66048**

Dave Lutgen, Director of Public Works

Trevor Huhn, Buildings & Grounds

**Transfer Station Pit Scale Replacement**

1. SCOPE OF SERVICES:

- a. Successful vendor is responsible for complete removal and disposal of existing scales.
  - b. Saw cut and demo existing 7ft X 10ft axle scales
    - i. Saw cut and demo both pits approximately 3ft deep
  - c. Form and pour (2) 10ft X 10ft – 4ft deep pits per scale manufactures specifications. Concrete should be high early concrete for minimal downtime.
  - d. Scale work must be completed from a Thursday evening after 4:00 p.m. and must be reinstalled by Tuesday morning at 8:00 a.m.
  - e. Install (2) 10ft X 10ft steel deck pit scales with access plates
    - i. 90K CLC – 60 ton capacity
    - ii. Steel deck modules, (4) stainless steel load cells, mounting assemblies, pit coping, ground rods, surge voltage protection, smart sectional controllers, pit power supply, anchor bolts, and home run cable
    - iii. Cover plates for load cell access
    - iv. Rubber T-Belt strips
    - v. Five year warranty on structural weighbridge
    - vi. Twenty-five year warranty on load cells – including lightning strikes
  - f. Install (1) drain per pit, including drain pipe for water to be dispensed out of the east wall of the tunnel
  - g. Install (1) scale instrument per scale. Instrument shall be wall mounted , NEMA 4X stainless steel enclosure with Intalogix Card, and communication cable
  - h. Connect communication cable to existing remote displays
    - i. Wire, test and calibrate all scale equipment
    - j. Place in service with Kansas State Weights and Measures
2. INVOICING: The Contractor shall invoice no later than the third Monday of each month for the services performed during the previous month. Submit invoice to the Public Works Department, 300 Walnut Street Suite 007 Leavenworth, Kansas 66048 to the attention of Teresa Wilson.
3. EMPLOYEES OF THE CONTRACTOR: Employees of the Contractor assigned to perform this contract shall be subject to dismissal from the premises upon determination by the Deputy Director of Buildings and Grounds that such action is in the best interest of the County. Employees of the contractor are subject to employment eligibility verification, see attached form.

4. INTERFERENCE WITH BUSINESS: The Contractor shall schedule his work in coordination with the County so as to cause a minimum interference with business of the County.
5. ACCIDENT PREVENTION AND SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety & Health Act (OSHA) requirements as may be amended. The Contractor shall take or cause to be taken such additional measures as the Deputy Director of Buildings and Grounds or his agent may determine to be reasonably necessary for the purpose of safety.
6. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the County Commission, its officers, employees, and agents free and harmless from and against any and all claims, of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor.
7. ANTI-DISCRIMINATION CLAUSE: No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
8. INSURANCE: The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the type and minimum liability limits as set forth below:

- a. *Professional Liability Insurance*  
\$1,000,000.00 per occurrence and as an annual aggregate.

The contractor shall maintain the full limit of coverage as stated above for one year after substantial completion of any project resulting from this request for proposals.

- b. *Comprehensive General Liability*  
\$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damages.

Policy will include:

- Premises and Operations
- Broad Form Contractual
- Personal Injury with employee exclusion deleted
- Products/Completed Operations
- Broad Form Property Damage
- Independent Contractors
- Operation of Motor Vehicles

- c. *Workman's Compensation and Employer's Liability*  
Contractor shall at all times maintain, and be responsible for Workman's Compensation insurance for all employees of the Contractor.

Before entering into a contract, the successful respondent shall furnish to the Chief of Buildings and Grounds a Certificate of Insurance verifying such coverage and identifying the County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make the County a partner or joint venture with the contractor in its operations hereunder.

The County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees shall be named as additional insured as respects: liability arising out of acts performed by or on behalf of the contractor; projects and completed operations of the contractor, premise owned, leased or used by the contractor; or automobiles, leased, hired or borrowed by the contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Board of Leavenworth County Commissioners  
Leavenworth, Kansas  
c/o County Clerk  
Courthouse, 300 Walnut Street  
Leavenworth, Kansas 66048

Prior to any material change or cancellation, the County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder. Further, the County Commission, of Leavenworth Kansas, its officers, commissions, agents and employees will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 25% of the aggregate limits.

In the event of an occurrence, it is further agreed that any insurance maintained by the County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees shall apply in excess of and not contributed with insurance provided by policies named in this contract.

9. IMMIGRATION LAW COMPLIANCE: Leavenworth County is committed to employing only United States citizens or those who have valid permits to work in the United States. Leavenworth County does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, all contractors and their employees must complete the Certification Regarding Immigration Reform & Control.
10. PRE-BID MEETING: There will be a pre-bid conference held at the Leavenworth County Transfer Station, 24967 136<sup>th</sup> Street, Lansing, KS on **Monday October 16, 2017 beginning at 9:00 a.m.**

11. SUBMITTAL REQUIREMENTS: The contractor shall submit a signed bid form, Certification Regarding Immigration Reform & Control, surety bid bond, and proof of insurance in a sealed envelope titled "Transfer Station Scale". The sealed bids are due to Ms. Janet Klasinski, Leavenworth County Clerk, 300 Walnut Street, Suite 106, Leavenworth, Kansas 66048 by **2:00 p.m. on Monday, October 23, 2017.**

**CERTIFICATION REGARDING  
IMMIGRATION REFORM & CONTROL**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that the contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the County's opinion, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the County, Contractor will comply with all applicable federal and state laws standards, orders and regulation affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the County's request, Contractor is expected to produce to the County any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the service under this contract.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

**Leavenworth County Public Works Department  
300 walnut Street, Suite 7  
Leavenworth, Kansas 66048**

**Bid Form**

The sealed bids are due to Ms. Janet Klasinski, Leavenworth County Clerk, 300 Walnut Street, Suite 106, Leavenworth, Kansas 66048 by 2:00 p.m. on Monday October 23, 2017

Cost for New Scales \$ \_\_\_\_\_

Number of calendar days to complete \_\_\_\_\_

Your Name: \_\_\_\_\_

Your Company Name: \_\_\_\_\_

Your Company Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The Leavenworth Board of County Commissioners reserve the right to reject any and all bids and to waive any nonconformity in any submitted bid. The BOCC may accept any bid they fell is in the best interest of Leavenworth County**