

CITY OF LOUISBURG, KANSAS
2026 Annual Crack Seal RFP

Invitation for Bids

The City of Louisburg, Kansas will accept sealed bids for the 2026 Annual Crack Seal RFP until **10:15 a.m. March 10, 2026**, at the City of Louisburg, Kansas, 215 S. Broadway Street, Louisburg, Kansas 66053, 913-837-5371. Submittals will be opened immediately following the submittal deadline.

The proposed work provides for 2026 Annual Crack Seal RFP per Bid Specifications available at Louisburg City Hall during normal business hours. Electronic copies can be obtained by going to www.louisburgkansas.gov or at Drexel Technologies plan room.

BID, PERFORMANCE, AND MAINTENANCE BONDS AND RETAINAGE ARE REQUIRED.

The City of Louisburg, 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 Louisburg, 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.

Please direct any questions concerning this RFP to Ben Miller, Public Works Director, at the City of Louisburg, 215 S. Broadway Street, Louisburg, KS 66053, (913) 837-2355 or email bmiller@louisburgkansas.gov.

Timeline:

RFP Publish: February 18, 2026

Deadline for Questions: 10 a.m., Tuesday, March 3, 2026

Response to Questions: 3:30 p.m., Friday, March 6, 2026

Submittal Deadline: 10:15 a.m., Tuesday, March 10, 2026

City Council Consideration: March 16, 2026

Expected Contract Notification: March 17, 2026

Work Shall be Completed : June 1, 2026

CITY OF LOUISBURG, KANSAS
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BID SPECIFICATIONS

SCOPE OF WORK

The work provided for in these specifications shall consist of crack sealing various identified streets and public parking lots within the city and to furnish all labor, equipment and miscellaneous materials; and performing all work necessary to complete 2026 Annual Crack Seal RFP to the City's satisfaction; together with other incidental and related work as set forth in these specifications, or as directed by the Public Works Director, or his designated agent, hereafter referred to as the "City". Services shall be performed in accordance with the specifications provided herein. The bid shall be unit based amount per (lbs) and shall reflect and include all costs necessary to comply with such provisions.

LOCATION

All work is located in the City of Louisburg, Kansas

SPECIFICATIONS

All work and materials shall follow the APWA Kansas City Metropolitan Chapter Standard 2206.3. The latest version of these standards shall be used. If conflicting standards are referenced, the more stringent standard shall apply. Work should include burning and removing all weeds from cracks including where concrete curb and asphalt meet. V- squeegee method is preferred keeping material flush with the roadway.

EQUIPMENT

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

TRAFFIC CONTROL

The Contractor shall be required to maintain general two-way traffic on all streets for the duration of the contract. Contractor shall maintain traffic control devices in accordance with the Manual on Uniformed Traffic Control Devices, latest addition.

SAFETY

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.

LICENSING

The Contractor is responsible for any other licenses that may be required to perform such work in the State of Kansas.

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 coverages required 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 - \$500,000 each person; \$1,000,000 each occurrence; Property Damage - \$500,000 each occurrence; \$500,000 aggregate. The policy providing Comprehensive General Liability Insurance shall contain contractual liability coverage ensuring any liability assumed by the Contractor.
3. Umbrella Liability Insurance coverage for not less than \$1,000,000 protecting the Contractor against all claims in excess of the limits under Employer's Liability, Comprehensive Automobile Liability and Comprehensive General Liability policies to the extent that such policies have liability limits of less than \$1,000,000.

PAYMENTS

The Contractor shall submit an invoice to the City upon completion of project. Payment shall be net 30 days. Invoices shall be sent to:

City of Louisburg, KS
Attn: Finance Department
215 S. Broadway
Louisburg, KS 66053

SUB-CONTRACTORS

The Contractor may not sub-contract any work required by this bid without the express written permission of the City.

BONDS

Bid, Performance and Maintenance bonds are required per "Instruction to Bidders".

BID

The undersigned Bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment, facilities and to perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with all documents referred to herein and any and all addenda thereto, for and in consideration of unit prices as follows (Estimated Quantities and Total are for Bid Comparison Only). All prices shall be firm for 180 days from date of award.

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Actual work and quantities are to be determined in the field by the City during construction. Unit prices submitted in bid shall be used for payment regardless of whether final pay quantities are substantially more or less than the estimated amount listed on the bid form.

The undersigned hereby agrees to complete all work covered by this proposal as specified in the Contract Documents.

Signature

Date

Title

Company

Address

Telephone Nos. (Office and Cell)

E-Mail

CITY OF LOUISBURG, KANSAS
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Instruction for 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 Public Works Director, City Hall, 215 S. Broadway, Louisburg, Kansas 66053, identified on the outside with the words "**2026 Annual Crack Seal RFP**" and identifying the bidder. Proposals shall be delivered to the City 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 itself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and their bid shall be based upon their 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 its Proposal for a period of forty-five (45) days after the date and hour set for the opening of bids. A bidder may withdraw its 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. Bidders shall not 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 Subcontractors performing 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. Additionally, bidder shall initial each and every page of the bid including the Instruction to Bidders and Bid Specifications demonstrating his knowledge and acceptance of all bid terms and specifications.

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 itself 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. 17-301 to 17-7308 as to corporations, and K.S.A. 17-76, 121-17-76,127 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 79-1014).

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 county in which the work is to be performed. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the clerk of the district court (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. The Public Works Director is the duly appointed representative of the City of Louisburg Kansas, 215 S. Broadway, Louisburg, Kansas 66053; Telephone (913) 837-5371.

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 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. The contractor will be responsible to obtain any necessary permits from local, county or state level.

13. The bidder to whom a contract is awarded will be required to furnish bonds as follows:

A. Bid Bond of five percent (5%) is required and should be submitted with the bid.

B. Performance Bond to the City in an amount equal to one hundred (100) percent of the Contract Price.

i. Alternatively, if the bid amount is in excess of \$100,000, a Public Works Bond must be filed as required by K.S.A. 60-1111.

The Public Works Bond shall be subject to the approval of the Clerk of the District Court of the county in which the public improvements are to be made and shall be filed in the office of said clerk.

C. Maintenance Bond to the City in an amount equal to one hundred (100) percent of the Contract Price, which shall be held for two years after acceptance of the project.

The bonds shall be executed on the forms included in the Contract Documents by a surety company authorized to do business in the State of Kansas and acceptable as Surety to the City. For purposes of obtaining the required bonds, the "Contract Price" shall mean the total contract price proposed by the successful bidder.

Accompanying each of the bonds shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the dates of the bonds.

14. 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.

15. The City will apply for sales and use tax exemption if necessary for the project. If any bidder includes sales and use tax in its bid, that shall be a separate line item, and subject to deduction from the Contract Price if and to the extent such exemption is obtained.

16. The bidder shall provide a list of three references to include business name, point of contact, phone number and email address.

17. All project contracts, change orders or similar issues must follow the City's [Purchasing Policy](#).

18. Questions regarding this RFP must be submitted in writing to bmiller@louisburgkansas.gov by 10 a.m., Tuesday, March 3, 2026. Responses to questions or addendum will be shared with all prospective bidders at 3:30 p.m., Friday, March 6, 2026.

City of Louisburg, KS 2026 Crack Sealing List

Hidden Creek: \$_____

1. S. 11th St.
2. S. 12th St.
3. S. 12th Terr.
4. S. 13th St.
5. S. 14th St.
6. Howard Ct.
7. E. Howard Pl.
8. W. Howard Pl.
9. Sutherland Dr.
10. Neil Dr.
11. Howard St.

South Trails: \$_____

1. N. 6th St.
2. Jackson St.
3. N. 4th Terr.
4. McKenna St.

Prairie Crossing: \$_____

1. Chadwick Cove
2. S. 16th Terr.
3. S. 17th Terr.

Lewis-Young Park: \$_____

1. Melrose
2. Street
3. B & C Ball Field Parking Lot

Ron Weers Park Parking Lot: \$_____

City Hall/Fox Hall Parking Lot: \$_____

Police and Fire Department Parking Lots: \$_____

Louisburg Aquatic Center Parking Lot: \$_____

Total \$_____