

(_____)Published in The Wichita Eagle, **Friday, May 6, 2016.**

FORMAL BID – FB640100

Sealed bids will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **TEN O’CLOCK A.M., FRIDAY, MAY 20, 2016.** "Request for Formal Bid" form **MUST** be used to submit your bid unless you are submitting your bid on our website at (<https://ep.wichita.gov>) using your secure login/password:

PUBLIC WORKS & UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION

Installation of Water Utility Service Lines

AS PER SPECIFICATIONS

F.O.B. – Wichita, Kansas

Bids will be opened after ten o'clock a.m., in the Board Room, 1st Floor, City Hall, 455 North Main, Wichita, Kansas.

Specifications and bid forms are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 N. Main, Wichita, Kansas 67202, (316) 268-4636. This information may also be obtained on our website above.

A **PRE-BID CONFERENCE** will be held in the Finance Conference Room, City Hall, 12th Floor, Wichita, Kansas, on **Thursday, May 12, 2016 at 10:00 a.m.**

BID SECURITY in the amount of five per cent (5%) of the bid **MUST** be submitted with each bid. Bid Security shall be by a **Bid Bond ONLY**, written by a Bonding Company approved by the United States Treasury Department and licensed to do business in the State of Kansas. **Electronic Bids online (<https://ep.wichita.gov>) must have the Bid Bond submitted to the City Purchasing Manager prior to bid opening. Bid Bond envelope must be marked "BID BOND ENCLOSED", reference the formal bid number and the due date.**

PERFORMANCE BOND FORMS, included in the bid package **are to be used**, in the amount of one hundred per cent (100%) of the contract must be furnished by the successful vendor.

A **LABOR & MATERIAL PAYMENT BOND FORMS**, included in the bid package **are to be used**, running to the State of Kansas in a sum of not less than the total of the contract, must be furnished by the successful vendor.

Dated at Wichita, Kansas this 3rd day of May, 2016.

Melinda A. Walker
Purchasing Manager

A T T E N T I O N

A PRE-BID CONFERENCE WILL BE HELD IN

FINANCE CONFERENCE ROOM

CITY HALL-12TH FLOOR

455 N. MAIN

WICHITA, KANSAS

AT 10:00 A. M.

ON

THURSDAY, MAY 12, 2016

THE PURPOSE OF THE MEETING WILL BE TO REVIEW
REQUIREMENTS AND SPECIFICATIONS
CONTAINED IN THIS BID PACKAGE AND TO CORRECT
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

ATTENDANCE AT THIS PRE-BID IS **RECOMMENDED**
FOR THOSE FIRMS SUBMITTING BIDS
AS A PRIME CONTRACTOR.

NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
 - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

FORMAL BID

FB640100

Water Distribution

Install Water Utility Service Lines

Responses are due before:

Friday, May 20, 2016 10:00:00AM

RETURN TO:

City of Wichita
Purchasing Manager
City Hall, 12th Floor
455 N Main
Wichita KS 67202



CONTACT INFORMATION:

Contact: Clarence Rose

455 North Main
12TH FLOOR
Wichita, KS 67202

Phone: (316) 268-4414

e-mail: crosc@wichita.gov

Fax: (316) 268-4656

DELIVERY INFORMATION

Deliver To: DANIEL HIATT
Superintendent
1825 S McLean Blvd

Phone: (316) 219-8920
Fax:
e-mail:

Wichita, KS 67213-

PLEASE QUOTE DELIVERED PRICES ON THE EQUIPMENT, MATERIAL OR SERVICES LISTED BELOW

GROUP 1

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>U.O.M.</u> | <u>Unit Price</u> | <u>Extended Amount</u> |
|-------------|--|------------|---------------|-------------------|------------------------|
| 1 | Furnish Labor, Materials, and Equipment for the Installation of LONG Water Utility Service Lines. | 200.00 | EA | _____ | _____ |
| 2 | Furnish Labor, Materials, and Equipment for the Installation of SHORT Water Utility Service Lines. | 200.00 | EA | _____ | _____ |

GROUP 1 TOTAL

Solicitation Total:

\$ _____

Vendor Name

Telephone Number (including area code)

Vendor Address

Fax Number (including area code)

Vendor City/State/ZIP

E-mail Address

Signature

Vendor TIN/FEIN/SSN

Printed Name

Billing Terms

Title

Delivery or Completion Date

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT, UPON ACCEPTANCE OF ANY OR ALL ITEMS, UNDER THE TERMS AND CONDITIONS SHOWN ABOVE AND ATTACHED TO THIS FORM, BY THE CITY OF WICHITA, A CONTRACT SHALL THEREBY BE CREATED.

THIS FORMAL BID FORM MUST BE SIGNED!

**PUBLIC WORKS & UTILITIES DEPARTMENT
WATER DISTRIBUTION DIVISION
SPECIFICATIONS FOR
INSTALLATION OF WATER UTILITY SERVICE LINES**

These specifications set forth requirements for the installation of water utility service lines by the Contractor, for the Wichita Water Utilities, hereinafter referred to as the Department.

1. The Contractor will furnish all materials, labor and equipment to tap the water main without shutdown of water in the main and install a complete service line and meter setter at each address. Installation will conform to Engineering Standard Water Service Detail WL-102, which is attached (disregard the Air Release Assembly, the Typical 2" Meter Setting and the 2" Service Outlet Assembly). Meter locations are subject to agreement of owner, Contractor and Department. Materials will meet the specifications in this document. Taps will be made using saddles. Lines that are not immediately connected will be closed with a cap or plug or electrical or duct tape.
2. The Contractor will record, in accordance with Department instructions, tap and setter location, materials used, and all other information required on the work order form included in this specification.
3. The Contractor will warranty all work to be free of defects for a period of two years after completion. If the Department discovers a leak, a dry set, or settling or disruption of the property, or other defect during the warranty period, the Department will notify the Contractor. The Contractor has 24 hours from notification to remedy the problem. If the Contractor fails to remedy the problem within 24 hours of notification, the Department will proceed with the repair and the Contractor will pay the repair expense.
4. Prior to excavating, the Contractor will obtain the location of other underground utilities, and will be responsible for repair of any damage caused to any underground facilities. If the Contractor damages an underground facility, the contractor will notify the owner of that utility and will follow instructions given by the owner.
5. The Contractor will not operate any valve, switch, or other control on existing utility systems without approval by authorized representatives of the utility.
6. The Contractor will protect trees, fences, poles, and all other property, unless their removal is authorized by the homeowner, and will restore yards, driveways, drive approaches, building skirts, fences, parking lots, and other property disturbed during construction. **The Contractor will restore turf, shrubs, flowerbeds, fences and other yard elements to the satisfaction of property owners.** The Contractor will act promptly to maintain and restore disturbed surfaces. The Contractor will remove surplus material, tools and equipment at the end of each day. The Contractor will haul away all dirt, rubbish, and excess earth from excavations within 2 work days after the completion of work at any address, and will leave the construction site clean and pleasing in appearance. The Contractor will give the completed excavation and adjacent areas final dressing with hand rakes if necessary. Yard

restoration at each address will be completed within 10 days after the installation work is complete at that address.

7. The cost of paving repairs need not be included in the Formal Bid. The Department will make every attempt to issue service installations to the contractor that do not require paving cuts and/or sidewalk cuts. However, at any location where paving or sidewalk must be cut, the Contractor will be responsible for cutting the sidewalk and for temporary repair of the sidewalk in accordance with established procedures with the City of Wichita Public Works Department Engineering Division, Paving Inspection Section. The Contractor will charge a fair market value for the cut and repair, to be billed to the Department and negotiated prior to the service installation.
8. Department inspectors will be authorized to inspect all or any part of the work and all materials.
9. Installation of water services will be in compliance with Standard Engineering Procedure Engineering Standard Water Service Detail WL-102 (disregard the Air Release Assembly, the Typical 2" Meter Setting and the 2" Service Outlet Assembly). Copper tubing will be used on both the inlet and outlet side of the meter setter on "shorts", and on the outlet side (pigtail) of the "longs". (All pigtails must be copper.)
10. Taps for water lines will be made directly across from the meter box whenever possible. Any offsets should be noted on the work order.
11. The Contractor must fill out the work order clearly and legibly, to the satisfaction of Water Distribution, with Contractor name, start date, completion date, all materials used, main and tap location, meter box location, meter & ERT number, and meter reading.
12. The Contractor will install Best Management Practices in accordance with the National Pollution Discharge Elimination System (NPDES) Guidelines. The BMPs are to cover only the area excavated and worked in by the Contractor to install a water service. Neither the Department nor the Contractor will be responsible for BMPs outside the scope of work done by the Contractor.
13. The installed meter shall be upright and level and free of mud and dirt.
14. The City is required to install assigned services within 15 days of receiving the order from the customer. The Contractor shall receive the work order from the City within three working days of the City's receipt of the order. The Contractor must install the assigned services on or before the City's completion date. If there are complications that keep the Contractor from meeting this deadline, Arden Busby, Water Services Supervisor, or his representative, must be contacted at 219-8913 as soon as the complication is known.
15. If the Contractor for any reason does not complete work within Department guidelines, is intolerably negligent, disregards laws, or in any other way substantially breaches these specifications, the Department may terminate the contract upon written notice to the Contractor and pay to the Contractor the contract price for the work actually completed, and upon payment of such amount all obligation of the Department will be deemed as fulfilled.

16. Utility Line Material Specifications:

A. General

The Department reserves the option to sell material to the Contractor if the Contractor desires and the Department has material available. However the Department will not loan material to the Contractor. Service materials furnished by the Contractor under this contract include corporation stops, service saddles, service tubing, unions and couplings, copper setters, meter boxes, and meter rings and lids.

The Department will furnish 20"x1" tapping saddles where taps on 20" water lines are needed. The Contractor will furnish saddles for all other taps, which will be on 12" or smaller mains.

B. Corporation Stops

Inlet for corporation stops will be 1" AWWA threads. Outlet will be pack joint type for copper tubing or copper tubing size polyethylene.

Corporation stops will be: Ford F1000, A.Y. McDonald 4701-22, Mueller P 15008, or Cambridge Brass 302-A4B4.

C. Service Saddles

Service saddles will be low lead bronze with silicon bronze straps and bronze nuts.

Acceptable brands and styles are: Ford S90-604, Ford S90-804, Ford S-90-1204, A.Y. McDonald 3805, Mueller H13441, Mueller H13442X1, Cambridge Brass 810-750-A4, or Cambridge Brass 810—962-A4. Brass must be low lead, in conforming with new regulations.

D. Service Tubing

1. Plastic tubing will be Polyethylene Style 3408 or 3416, copper tubing size unless otherwise specified; high density or high molecular weight; meet or exceed the requirements of Commercial Standard CS255-63 and be NSF approved; have a minimum working pressure of 200 psi with a minimum, burst pressure of 630 psi at 23EC. Yardley, Clear Cor and Pro Core are not acceptable.
2. Copper tubing will conform to AWWA specifications 7-S-CR. All copper tubing will be type K soft copper.

E. Unions and Couplings

Unions and couplings will be compression type with AWWA threads. Unions and couplings to plastic tube will be pack joint. Unions and couplings will conform to the following sizes, ends and manufacturers:

1" unions, 3 part copper pack joint to copper compression:

Ford C44-44, A Y McDonald 4758T-22, Mueller P15403, or Cambridge Brass 118-B3B3

1" couplings, copper pack joint to outside IPT:

Ford C84-44, A Y McDonald 4754T-22, Mueller P15451, or Cambridge Brass 117-B4M4.

1" couplings copper pack joint to inside IPT:

Ford C14-44, A Y McDonald 4754T-22, Mueller P15428, or Cambridge Brass 118-B4F4.

F. Inserts

Polyethylene service lines will be strengthened with 1" inserts where connected to corporations, couplings, unions, or meter setters. Inserts will be stainless steel and will be Mueller 504385, Ford 52, Hays 6136, or A.Y. McDonald 6133T.

G. Meter Setters

Meter setters will be furnished with 360-degree Teflon-coated ball valves and without saddle nuts. Inlet and outlet connections will be pack joint type fitting for copper tubing it copper tubing size polyethylene.

1" Setters: Ford V84 WR44-44, A.Y. McDonald 32-4-HNTT-44157094, or Mueller B2474R

H. Meter Boxes

Height: 24"

Inside Diameter 21.0" minimum, 21.5" maximum

Type: unslotted

Material: Polyvinyl chloride, made of Class 12364 polyvinyl chloride that conforms to the current ASTM D1784 standard, formed into a seamless tube with straight wall and minimum wall thickness of 0.432". Box ends will be smooth and even. All surfaces of the boxers will be white in color.

I. Meter Rings and Lids

Meter rings and lids will be cast of 35,000 psi good gray cast iron free from impurities and foreign bodies insofar as is customary in the industry. Rings and lids will be Wichita Water Utilities pattern, painted in all surfaces with an asphaltic base paint or approved equal. The meter lid will have a 2" hole in the middle that will accommodate an automatic meter reader per Wichita Specification, Standard Engineering sheet.

J. Meters and ERTs

Meters & ERTs will be installed by the Contractor as part of the service installation. Meters & ERTs will be supplied and issued by the Water Utilities' Warehouse at the same time as the Contractor receives the work order to install a service. The Contractor will not be issued more meters & ERTs than he is given work orders for.

GENERAL SPECIFICATIONS

RESTORATION

Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property that has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding and/or sodding of areas where grass was planted and growing prior to construction; provided however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth. If the customer requires sod rather than seed, the installer will use sod. The Contractor shall have no responsibility to ensure growth of such seeded/sodded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work.”

Contractor shall also be responsible for repairing damage to any sprinkler systems that are damaged by the construction.

SPECIFICATIONS FOR INSTALLATION OF
WATER UTILITY SERVICE LINES

CONTRACT

The successful bidder agrees to enter into a contract with the City of Wichita to install water utility service lines for a period of one (1) year with an option to renew the contract under the same terms and conditions for one (1) or two (2) successive one (1) year periods by mutual agreement of both parties. The contract is subject to cancellation by the City of Wichita upon thirty (30) days written notice.

TERMS

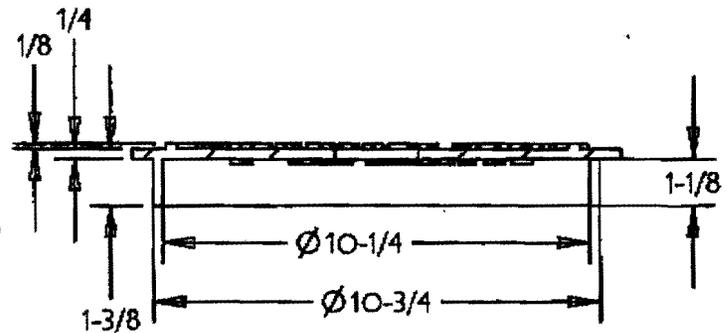
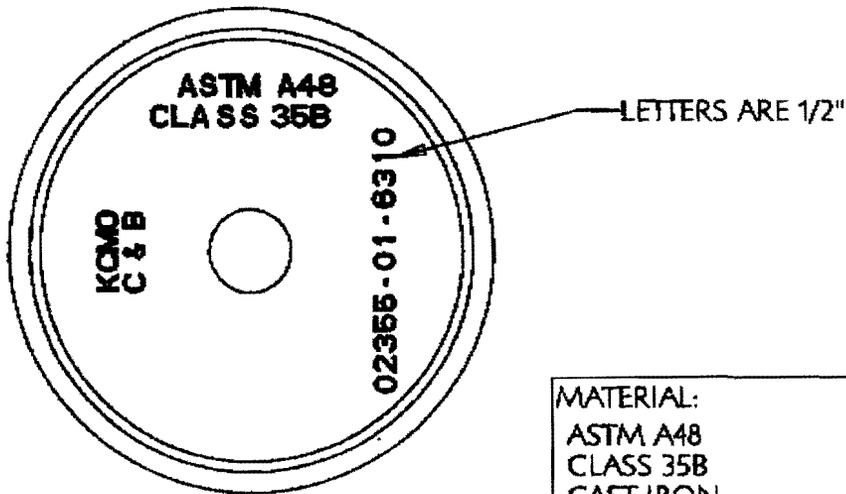
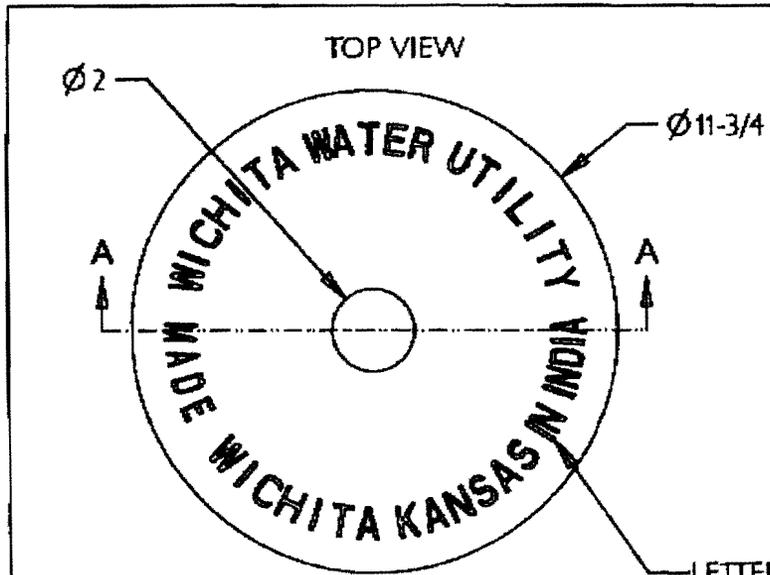
The quantities shown are estimates only and do not guarantee or limit in any way, the quantities to be purchased under this contract.

AWARD

The award will be made to one vendor based on the lowest and best total net bid, based on the estimated quantity.

TAX EXEMPTION

This project is tax exempt. The successful vendor will receive a tax exemption for this project.



SECTION A-A

THIS DRAWING AND CONCEPTS DISCLOSED THEREON BELONG EXCLUSIVELY TO CLAY & BAILEY WHOSE PROPRIETARY RIGHTS THEREIN SHALL NOT BE APPROPRIATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT.

MATERIAL:
ASTM A48
CLASS 35B
CAST IRON

CLAY & BAILEY MFG. CO.
NAME
WICHITA WATER METER LID

WT: 9 1/2 LBS.

DWG. 02355-01-6310

SCALE: 1/4

DATE: 04/15/08

Work Order# 2007-00332

Banner SO#

Section Appr

Category :Water Service
Problem :Inst New Srv & Mtr Set
Cause :

Priority :
Repair/Install Crew :
Inspect/Supervisor :

2/21/2007
9:51:09A
MPB

Task/Action :

Status : Not Complete / Complete

Project # :

OCA# :

Asset # :

Serv Type :

Location (s)

Task Start Date:

Start Time:

Task End Date:

End Time:

Personnel...

| Name | Code | Reg Hrs | OT Hrs | Shift Hrs | Other(List) | Equipment... ID # | Hours |
|------|------|---------|--------|-----------|-------------|-------------------|-------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Material...

| Qty | Size | Truck # Type | Description | Code | Qty | Size | Type | Description | Code |
|-----|------|-----------------|-------------------------|-------|-----|------|------|----------------|-------|
| 1 | | Brass | Service Saddle for | 120 | 1 | 21" | PVC | Meter Box | 11025 |
| 1 | 1" | Brass | 1" Corp Stop | 13002 | 1 | 21" | DI | Meter Box Ring | 11034 |
| | 1" | Copper | Tubing | 13028 | 1 | 10" | DI | Meter Box Lid | 11029 |
| 1 | 1" | | Meter Setter | 11003 | | | | | |
| | 1" | CTS | Tubing from ___ ft roll | 130 | | | | | |
| 1 | 1" | | Meter | 110 | | | | | |

Main Location...

Size: Type: Depth: Loc: Ft Of Main Condition: (worst) 1 2 3 4 5 (new)
Curb L/Center L/Property L Of

Tap Location...No.: Size: Dist To Meter: Ft Inline / Offset Ft From Meter

Pigtail Size&Type of Mat Consumer Size&Type of Mat

Meter Location... Meter Record... Exist / Removed Meter... Set Meter...
Circle: On/Off Size Make Size Make
ERT ----- ERT -----
Num. ----- Num. -----
Mtr Rdr Loc Read Rte Read. ----- Read. -----

Street Cut Size & Type

Sidewalk/Driveway Cut Size & Type

Curb Cut Size & Type

Contact/Phone Event:

Request Comments:

Locate Request Info:

Work Order Comments:

BOND REQUIREMENTS

LABOR AND MATERIAL PAYMENT SURETY BOND

- A. **A LABOR AND MATERIAL PAYMENT SURETY BOND**: running to the State of Kansas in a sum not less than the sum total of the purchase order/contract, conditioned that the Contractor or a Subcontractor of the Contractor shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with or in or about the construction improvements or repairs per the specifications.

- B. Said Bond shall be approved by and filed with the Clerk of the District Court, Sedgwick County Courthouse, 11th Floor, 525 North Main, Wichita, Kansas, 67203, and the filing fee will be paid by the Contractor. In order to be acceptable, this Bond must be issued by a bonding company authorized to do business in Kansas by the Kansas State Department of Insurance. The Bond must delete any reference to a notice period or claims period that is less than the five (5) year statute of limitations applicable under Kansas law.

- C. The receipt for the filing of the Bond shall be furnished within ten (10) working days to the City Purchasing Manager, City Hall, 12th Floor, Wichita, Kansas, 67202, before the purchase order/contract is issued.

PERFORMANCE BOND

- A. **A PERFORMANCE BOND**, acceptable to the City of Wichita, in the amount of one hundred percent (100%) of the total bid must be furnished by the successful bidder. In order to be acceptable, this Bond must be issued by a bonding company authorized to do business in Kansas by the Kansas State Department of Insurance. The Bond must delete any reference to a notice period or claims period that is less than the five (5) year statute of limitations applicable under Kansas law.

- B. Said Bond shall be furnished, within ten (10) working days to the City Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas 67202, before the purchase order/contract is issued.

BOND TO THE CITY OF WICHITA

Bond # _____

KNOW ALL MEN BY THESE PRESENTS: That we _____
of the State of _____ in the City of _____ and having authority to do business
in the State of Kansas, as principal, and _____
a surety corporation of _____
and authorized to do business in the State of Kansas, as surety hereon, are held and firmly bound
unto the City of Wichita in the just and lawful sum of _____
Dollars, good and lawful money of the United States of America, to the payment of which the
said principal hereby binds itself, its heirs, administrators, executors, successors, trustees, and
assigns, and the said surety hereby binds itself, its successors, trustees, and assigns, all jointly
and severally, firmly by these presents.

Signed, sealed, and dated at _____, this _____ day of _____
_____ A.D.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the said
principal, _____
of _____ has this _____ day of _____
_____ A.D. entered into a contract with the City of Wichita to furnish all of the materials
and labor necessary to construct and complete a certain public improvement in the City of
Wichita, as follows: _____
_____ according to the plans
and specifications therefore, heretofor approved by the City Council of the City of Wichita, and
on file in the Purchasing Office of the City of Wichita, and within the time and in compliance
with every provision of said contract, and to maintain the same for a period of _____ years
from date of completion, all in accordance with and as provided in said contract.

NOW THEREFORE if said principal shall well and faithfully and fully comply with all the requirements in the contract for said improvement, and shall complete same according to the terms thereof, and shall maintain said improvement in the manner and form set forth and required by said contract for the period of _____ years from date of completion, and shall save and hold the City of Wichita harmless for all claims and suits brought against it, or the City of Wichita for damages to property or injury to persons occasioned by or growing out of the construction of said improvement, or the failure or neglect of said principal to carry out said contract, or to complete and maintain said improvement and the works thereon as provided by the terms and provisions of said contract, then in that case, the obligation to be void; otherwise to be and remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, The said principal has executed and surety has caused these presents to be signed by its duly authorized Attorney-In-Fact the day and year herein written.

Principal

By _____
(Signature)

(print or type name and title)

City Attorney

Surety

Approved as to form: _____

By _____

BOND TO THE STATE OF KANSAS

STATUTORY PAYMENT BOND

(G.S. Kan. 60-1111, as amended)

Bond # _____

KNOW ALL MEN BY THESE PRESENTS, That we _____

as Principal, and _____

as Surety, are jointly and severally bound unto the State of Kansas in the sum of _____

Dollars (\$ _____), for the use and benefit of persons entitled thereto for which

Payment shall well and truly be made, we hereby bind ourselves, our successors, heirs and
executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT

WHEREAS, the said _____

has entered into a written contract with the City of Wichita, Kansas, for certain work in

connection with the _____

District Court Bond # _____

Wichita, Kansas, under date of _____

NOW, THEREFORE, if the said Principal or the subcontractor or subcontractors of said Principal shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with or in or about the construction of or in making such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this _____ day of _____, _____.

WITNESS:

Principal

By _____
(Signature)

(print or type name and title)

Surety

By _____
Attorney-In-Fact

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

| | |
|-------------------------|---|
| Bodily Injury Liability | \$500,000 Each Occurrence \$500,000 Each Aggregate |
|-------------------------|---|

| | |
|---------------------------|---|
| Property Damage Liability | \$500,000 Each Occurrence \$500,000 Each Aggregate |
|---------------------------|---|

Or

| | |
|---|---|
| Bodily Injury and Property Damage Liability (Combined Single Limit) | \$500,000 Each Occurrence \$500,000 Each Aggregate |
|---|---|

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

| | |
|---------------------------|-------------------------|
| Bodily Injury Liability | \$500,000 Each Accident |
| Property Damage Liability | \$500,000 Each Accident |

Or

| | |
|---|-------------------------|
| Bodily Injury and Property Damage Liability (Combined Single Limit) | \$500,000 Each Accident |
|---|-------------------------|

3. Workers' Compensation

Statutory

| | |
|---------------------|--|
| Employers Liability | \$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease |
|---------------------|--|

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

END OF SPECIFICATIONS

(R08-2015)

GENERAL SPECIFICATIONS

BID FORMS

Unless bidding on-line, all bids **MUST** be submitted on the enclosed "Request For Formal Bid" form and signed by an officer or employee authorized to sign bids. Any exceptions, to the specifications, terms and/or other conditions concerning the bid, **must** be noted on the front of the "Request For Formal Bid" form to be considered. The "Request For Formal Bid" form is to be submitted in the enclosed pre-address envelope.

Bidders are requested to submit current literature or brochures relating to their bid.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

BILLING TERMS

Discounts for prompt payment will be considered in the evaluation of your bid. The discount time will not begin until the City receives all of the commodities or services. If testing is required, the discount time will begin upon completion of the testing. Billing terms must be noted on the bid form to consider the deduction in the award.

CONTRACT

The successful bidder agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their bids.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this bid are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Bid" form, they are used to evaluate the bid only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Board of Bids and Contracts to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Board of Bids and Contracts a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Board of Bids and Contracts.

AWARD

The City, through its Board of Bids and Contracts reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All bids are awarded subject to a check of the computations shown on the "Request For Formal Bid" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

If there are tie bids, the Board of Bids and Contracts will recommend the successful bidder, and final determination will be made by the City Council.

THE AWARD WILL BE BASED ON THE LOWEST AND BEST TOTAL NET BID, BASED ON ESTIMATED QUANTITIES.