

( \_\_\_\_\_ ) Published in The Wichita Eagle, **Monday, October 22 2018.**

## **FORMAL BID – FB840207**

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, NOVEMBER 2, 2018.**  
"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:

### **PARK & RECREATION DEPARTMENT**

#### **Chisholm Creek Boardwalk ADA Upgrades**

As Per Specifications

F.O.B. – Wichita, KS.

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

Plans, 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.

**Plans, specifications, and bid forms are available from ARC Document Solutions, 518 W. Douglas, Wichita, Kansas, 67203, telephone number (316)264-9344 . First set free of charge any additional sets will be paid directly to ARC Document Solutions.**

A **PRE-BID CONFERENCE** will be held in the 11<sup>th</sup> floor Park Dept large conference room in the City Building, 455 N. Main, Wichita, Kansas, on **Thursday, October 25, 2018 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** 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 17th day of October, 2018.

Melinda A. Walker  
Purchasing Manager

# **A T T E N T I O N**

A PRE-BID CONFERENCE

WILL BE HELD AT

**11<sup>th</sup> FLOOR PARK DEPT LARGE CONFERENCE ROOM**

**455 N MAIN , WICHITA, KANSAS,**

**ON THURSDAY, OCTOBER 25, 2018 AT 10:00 A.M.**

THE PURPOSE OF THIS MEETING WILL BE TO REVIEW  
THE 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  
FB840207**

**Parks**

*Chisholm Creek Boardwalk ADA Upgrade*

**Responses are due before:**

**Friday, November 2, 2018 10:00:00AM**

**RETURN TO:**

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



**CONTACT INFORMATION:**

Contact: Jason Brogden

Phone: (316) 268-4429

Fax: (316) 219-6208

455 North Main  
12th Floor  
Wichita, KS 67202

e-mail: jbrogden@wichita.gov

**DELIVERY INFORMATION**

**Deliver To:** PARK DEPARTMENT - ENGINEERING  
LARRY HOETMER LANDSCAPE ARCHITECT  
CITY HALL - 11TH FLOOR  
455 N MAIN ST  
WICHITA, KS 67202-

Phone: (316) 268-4361

Fax:

e-mail:

**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	Provide Labor, Materials, and Equipment to Install over 150 feet of New Boardwalk in the North Central Part of Chisholm Creek Park South per specifications and plans.	1.00	LS	_____	_____

**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!**

**CITY OF WICHITA  
DEPARTMENT OF PARK AND RECREATION  
REQUEST FOR BID  
CHISHOLM CREEK PARK BOARDWALK ADA UPGRADES  
3228 N. Oliver**

The City of Wichita is soliciting bids to construct a boardwalk system at Chisholm Creek Park South.

Scope of Work:

**This project installs over 150 feet of new boardwalk in the north central part of Chisholm Creek Park South, as generally located on the provided plans. The boardwalk will be constructed above an existing, low-lying asphalt path. A section of the asphalt path at each end of the boardwalk will be removed and replaced with a concrete tie-in.**

I. SPECIAL PROVISIONS

**Pre-bid Conference.** There will be a pre-bid conference on the 11<sup>th</sup> floor in the large Park Dept. conference room in the City Building, 455 N. Main, Thursday, October 25, 2018, at 10 o'clock a.m.

**Site Visit.** The bidder shall be required to visit the sites to familiarize himself with existing conditions prior to bidding this project.

**Bid Quantities and Items.** This is a lump sum project. This project shall include all labor and materials required by the plans and specifications to satisfactorily complete the boardwalk system and other improvements in a workmanship like manner.

**Working Days.** After receiving the contract, the contractor shall have 14 calendar days to start construction of the project. Once started, he shall be required to work continuously to complete the project. A total of 90 calendar days will be allowed for this project. He shall be required to work full crews and normal hours during such calendar days until the project is complete. A \$200 per day penalty will be assessed for liquidated damages beyond the 90 day work period, subject to weather conditions.

**Construction Methods.** The contractor shall use approved construction methods as required by the plans and specifications. Any deviation to method or type of installation shall be approved by the City and landscape architect prior to beginning of work.

**Construction and Inspection.** The City of Wichita Park and Recreation Department will oversee the construction of this project. Any appropriate permits through MABCD for construction and inspection of boardwalk features shall be the responsibility of the Contractor. Costs for such permits shall be considered subsidiary.

## II. GENERAL

### A. CONTRACTOR RESPONSIBILITIES

1. Contractor is responsible for securing the construction area until it is turned over to the City. This includes preventing vandalism to concrete surfacing before it is set. If vandalism occurs it will be the responsibility of the Contractor to replace damaged/new concrete work.
2. The construction site is to be kept free of construction trash and litter. Work zone to be fenced off or barricaded to prohibit the public from disturbing the work zone.
3. A site access corridor has been identified on the site plan (Sheet LS 101 of plans) along the K-96 Bike Path for use by smaller equipment. Contractor will flag or fence the corridor to prevent heavy equipment from driving on the bike path proper. Heavy equipment (such as concrete trucks, etc.) will be routed along a separate path to be determined prior to construction.
4. Contractor is responsible for preventing damage to existing sidewalks, pathways and lawn areas. Any damage (cracked sidewalks, lawn ruts) is to be repaired by contractor.
5. Contractor is responsible for the disposal of all excavated materials including but not limited to pavement, fencing, trees and vegetation.
6. Contractor is responsible for contacting a Park Department Representative before excavating around trees.
7. Contractor will be responsible for restoring work site with appropriate fill and seed all disturbed areas damaged in the construction process. All material brought to the site for construction purposes shall be removed prior to the start of restoration. Seed all disturbed areas using a native grass seed mix to be provided by the City. Straw mulch shall be placed after seeding to retain moisture and prevent erosion.
8. It is in the Contractor's best interest to visit the site and verify measurements prior to submitting a bid on the project.
9. Contractor is responsible for contacting Kansas One Call to locate any and all utilities in the area to be constructed. Contractor shall also contact the Public Works & Utilities Department Representative to locate all utilities within the park at 268-4555.
10. Contractor will provide to the City any warranty information that is applicable to this project.
11. The successful company will be required to provide a labor and material payment bond and performance bond.
12. This is a tax exempt project. A Sales Tax Exemption Certificate from the State of Kansas will be provided.
13. For any questions contact: Larry Hoetmer, Park & Recreation Landscape Architect at 316-268-4179.

III. SPECIFICATIONS

**A. Per Plans:**

1. Improvements shall be constructed per Plan.

**B. ADA Requirements:**

1. The boardwalk shall comply with ADA requirements.

**C. Incidental Items:**

1. There may be items to be constructed, removed, or relocated as directed by the project specifications that are not listed in the project quantities. The cost of providing such items complete and in place shall be considered subsidiary to other items of work and not bid or paid for separately.

End of Specifications



## 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.

(01-01-03)

# 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, heretofore 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 to meet Statutory requirements.
  
4. 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. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.**

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**

(R11-2017)

## 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 bid.

### 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.**