

TELEPHONE: 620/694-1970

OFFICE OF: Central
Purchasing

CITY OF HUTCHINSON
BID NO. 08-148
ADDENDUM NO. 1

July 18, 2008

TO ALL PROSPECTIVE BIDDERS:

The Bid Documents for the Bid 08-148, are hereby amended in the following particulars only; all other conditions remain unchanged. This addendum shall be considered a binding part of the original Bid Documents.

1. **Please use the enclosed revised Request For Bid Form to indicate Bid due to the following corrections.**
2. **Change in Completion date from October 15, 2008 to December 1, 2008 with the exception that new fence must be erected within 2 weeks of the existing fence being removed.**
3. **Vendors shall complete Reference Form and include with bid documents.**
4. **Vendor shall be required to roll and stack existing fence material after removal and leave at site. City will provide all moving and or disposal of fence material from site.**
5. **Revision of Specifications as attached – including gate requirements, setting of posts, and method of payment.**

INVITATION TO SEALED BID 08-148

Sealed Bids will be received by the Office of the City Purchasing Manager for the City of Hutchinson prior to 12:00 P.M., Tuesday, August 5, 2008. "Request For Formal Bid" form must be used to submit your Bid for:

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM ALL WORK (MATERIALS AND LABOR) TO COMPLETE THE FENCE INSTALLATION PROJECT AT WATER TOWERN 1 IN HUTCHINSON, KANSAS, ALL AS PER ATTACHED SPECIFICATIONS.

F.O.B. City Of Hutchinson, Hutchinson, Kansas

Bids will be opened after 1:30 P.M., in Conference Room A – Hutchinson Public Works Facility, 1500 South Plum, Hutchinson, Kansas.

Specifications and Bid forms are on file in the office of the City Purchasing Manager, 1500 South Plum, Hutchinson, Kansas and may be obtained at no charge either at the pre-bid conference or by notifying Central Purchasing at (620) 694-1970 following the pre-bid conference.

A **PRE-BID CONFERENCE** will be held on Thursday, July 17, 2008 at 3:00 p.m. Please meet in the office of the Public Works, 1500 South Plum, Hutchinson, KS. The meeting is intended to review requirements and allow vendors the opportunity to visit the site and ask questions concern the job. This meeting is recommended, but not mandatory.

Bids are to be made on the attached REQUEST FOR BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper right portion of this sheet (to avoid premature opening of the Bid), and returned to the City Clerk, City of Hutchinson, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas, 67504-1567. **Failure to mark your Bid may cause your Bid to not be considered during official opening.** The Request for Bids Form must be fully completed, including name, signature, title, and telephone number. **Bid not submitted pursuant to the conditions set out in this request may be rejected. All Bids received after the stated opening date and time will be returned unopened to the vendor.**

Dated at Hutchinson, Kansas this 11th day of July, 2008.

Marjorie K. Bryant, Purchasing Manager
(620)694-1970
City Of Hutchinson
1500 South Plum, P.O. Box 1567
Hutchinson, KS 67504-1567

CITY OF HUTCHINSON SEALED BID FORM

Please quote your delivered prices to the City of Hutchinson on items or services listed below. Consult attached minimum and general specifications for requirements. **This is not an order.**

BID NO. 08-148

BID SUBMITTAL DEADLINE: 12:00 NOON CST on August 5, 2008

PUBLIC BID OPENING TIME: 1:30 P.M. CST on August 5, 2008

INSTRUCTIONS:

THIS FORM MUST BE PROPERLY FILLED OUT AND RETURNED BY MAIL OR IN PERSON TO : The City Of Hutchinson, City Clerk's Office in the Finance Department, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas 67504-1567. RETURN PRIOR TO 12:00 NOON CST on August 5, 2008. Bids are to be made on this SEALED BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper left portion of this sheet (to avoid premature opening of the Bid), and returned to the City Clerk's Office (see above address). **Failure to mark your Bid may cause your Bid to not be considered during official opening.** Bids will be publicly opened and read at the above stated time in the Public Works Conference Room, 1500 South Plum, Hutchinson, Kansas. **Bid not submitted pursuant to the conditions set out in this request may be rejected. All Bids received after the stated opening date and time will be returned unopened to the vendor.** Vendors wishing to remain on the vendor list should return this bid with a bid or a written request to remain on the vendor list. Questions may be directed to: Marjorie K. Bryant, Purchasing Manager, City of Hutchinson (620)694-1970 OR (620)694-1900

The City of Hutchinson reserves the right to reject part or all of any bid and to waive formalities. All bids are subject to Purchasing Policies set by the City Council of Hutchinson. The City of Hutchinson reserves the right to divide purchases among vendors to accomplish the best gross price and to make the final decision as to acceptability of quality and price.

ITEM NO	QUANTITY	DESCRIPTION	EXTENDED PRICE
#1	1 Complete Job	Furnish all labor, materials and equipment required to perform all work (materials and labor) to complete the removal of existing fence and installation of new fence project at Water Tower 1 (Avenue A and Adams) in Hutchinson, Kansas, all as per attached specifications WORK TO BE COMPLETED BY DECEMBER 1, 2008	

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE CITY OF HUTCHINSON, A CONTRACT SHALL THEREBY BE CREATED. THIS BID FORM MUST BE SIGNED! THE FOLLOWING SIGNATURE ACKNOWLEDGES RECEIPT OF ADDENDUM #1.

SIGNATURE

TITLE

ORDERING ADDRESS/CONTACT:

REMITTANCE ADDRESS (IF DIFFERENT):

BIDDER COMPANY NAME

REMITTANCE NAME

STREET ADDRESS

REMITTANCE ADDRESS

CITY/STATE/ZIP

REMITTANCE CITY/STATE/ZIP

TELEPHONE NUMBER

FAX NUMBER

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of Chapter 3 of the Code of the City of Hutchinson, Kansas, 1988, and any subsequent amendments thereto and provisions of K.S.A. 44-1030 and 1031, as amended, including subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) the Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry;
(2) in all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer," or a similar phrase to be approved by the Commission;
(3) if the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
(4) if the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
(5) the Contractor shall include the provisions of subsections (a) 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base Contract before signing thereof and acceptance of the terms of this certificate.

Date

Name of Contractor

By Name and Title

CERTIFICATION OF PAID PERSONAL AND REAL ESTATE TAXES

In compliance with City of Hutchinson purchasing policies, the following certification on property owned within Reno County must be completed and returned with the quotations in accordance with the City's policy on delinquent property taxes.

- A. "The owner(s) or corporation hereby certifies that all personal and real estate taxes within Reno County are paid."
B. "No property is owned by the owner(s) or corporation within Reno County."

DATE: SIGNATURE:

COMPANY: NAME OF SIGNEE:

TELEPHONE NUMBER: TITLE OF SIGNEE:

PLEASE NOTE: This form is to be attached to the proposal when the quotation is submitted.

REFERENCE LIST - BID 08-148

VENDOR QUALIFICATIONS:

FIRM/ORGANIZATIONS NAME: _____
FIRM/ORGANIZATION CONTACT NAME: _____ POSITION: _____
TELEPHONE NUMBER: _____ CELLULAR PHONE NUMBER _____
MAILING ADDRESS: _____
YEARS OF EXPERINCE: _____

COMMERCIAL REFERENCES – MINIMUM OF FIVE (5) REQUIRED:

BUSINESS NAME: _____
TELEPHONE NUMBER: _____
ADDRESS: _____
SERVICES PERFORMED: _____
DATE SERVICES PERFORMED: _____
MAY WE CONTACT THIS REFERENCE? _____

BUSINESS NAME: _____
TELEPHONE NUMBER: _____
ADDRESS: _____
SERVICES PERFORMED: _____
DATE SERVICES PERFORMED: _____
MAY WE CONTACT THIS REFERENCE? _____

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DATE SERVICES PERFORMED: _____
MAY WE CONTACT THIS REFERENCE? _____

**CHAINLINK FENCE SPECIFICATIONS
FOR THE CITY OF HUTCHINSON
WATER TOWER 1 (AVENUE A AND ADAMS)**

SPECIAL PROVISIONS

SP-16 FENCING

A. SITE PREPARATION

The contractor shall remove existing fence and perform any necessary site grading and preparation.

The contractor shall roll up old fence and leave it on the premises so city personnel can haul it away. The contractor erecting the fence will be responsible to set the fence posts, install the fence & gates and construct the 2 foot wide by 4" thick concrete ribbon beneath the fence. The area surrounding the immediate construction site will be finished to the same general condition as it was prior to placement of the fence. Before starting the fencing project the contractor will notify the City Engineer and receive permission to proceed. The City Engineer or a designated inspector will inspect the site before during and after the construction.

B. CHAIN LINK FENCES, GATES AND OPERATORS

B - 1. Summary

This section includes the following:

- Polymer Coated steel chain link fabric (black).
- Polymer Coated steel framework (black).
- Gates, installation, and payments.

B - 2. Submittals General: Submit the following:

- (a) Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, fabric, gates, gate operators, and accessories.
- (b) Shop drawings showing location of fence, gates, each post and details of post installation, extension arms, gate swing, hardware and accessories.

B - 3. Quality Assurance

- (a) Installer Qualifications: At least three years' experience, at least five chain link fence projects completed with same material and of similar scope to that indicated for the project with a successful construction record of in service performance.
- (b) Single-Source Responsibility: Obtain chain link fences, gates and operators, including accessories, fittings and fastenings, from a single source.
- (c) These specifications represent minimum criteria contractors are not to fall below when submitting bids for specific items. Contractors submitting equivalent item bids must submit product information sheets indicating adherence to specification. Any and all equivalent items shall be reviewed by the City of Hutchinson for final approval and acceptance.

B - 4. Project Conditions

Field Measurements: Verify layout information for fences and gates shown on the drawings in relation to the property survey. Verify dimensions by field measurements.

B - 5. Fabric

(a) Selvage: Knuckled at one selvage and twisted at the other for 2" and 2-1/8" mesh sizes and heights above 60".

(b) Steel Chain Link Fence Fabric: ASTM F 668 polymer-coated (black) steel chain link fabric. PVC or polyolefin elastomer coating, 7 mil (0.18mm) thickness, thermally fused to zinc-coated steel core wire per ASTM F 668 Class 2b. Core wire tensile strength 75,000 psi.

1. Mesh and wire size: 2" mesh, 0.148" diameter (9 gauge).
2. Coating: ASTM A392, Type 2, Class 1, zinc-coated (galvanized).

B - 6. Framing

(a) Round member sizes are given in actual outside diameter (OD) to the nearest thousandth of inches. Round fence posts and rails are often referred to in ASTM standard specifications by nominal pipe sizes (NPS) or the equivalent trade sizes in inches. The following indicates these equivalents measured in inches:

<u>Actual OD</u>	<u>NPS Size</u>	<u>Trade Size</u>
1.315	1	1-3/8
1.660	1-1/4	1-5/8
1.900	1-1/2	2
2.375	2	2-1/2
2.875	2-1/2	3
3.500	3	3-1/2
4.00	3-1/2	4
6.625	6	6-5/8

(b) Type I Round Posts: Standard weight (schedule 40) galvanized steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per sq.ft. Type A coating inside and outside according to ASTM F 1234, as determined by ASTM A 90, and weights per foot as follows:

<u>Actual OD</u>	<u>Weight (lb/ft)</u>	<u>NPS Size</u>
1.315	1.68	1
1.660	2.27	1-1/4
1.900	2.72	1-1/2
2.375	3.65	2
2.875	5.79	2-1/2
3.500	7.58	3
4.00	9.11	3-1/2
6.625	8.97	6

(c) Top Rails: Manufacturer's longest lengths (17 to 21') with swaged-end or expansion-type coupling, approximately 6" long for joining. Provide rail ends or other means for attaching top rail securely to each gate corner, pull and end post. Round steel: 1.660" OD type I steel pipe.

(d) Steel posts for fabric heights over 6':

1. Round line or intermediate posts: 2.375" OD Type I steel pipe.
2. Round end, corner, and pull posts: 2.875" OD Type I steel pipe.

(e) Swing gate posts: Furnish posts to support single gate leaf, or one leaf of a double gate installation, according to ASTM F 900, sized as follows for steel pipe posts:

Steel posts for fabric height over 6' and gate leaf width:

Up to and including 6': 2.875" OD pipe weighing at least 4.64 lb per ft.

Over 6 to 12': 4.000" OD pipe weighing at least 8.65 lb per ft.

Over 12 to 18': 6.625" OD pipe weighing at least 10.02 lb per ft.

(f) Horizontal slide gate posts: Provide steel pipe gate posts sized as follows, according to ASTM F 1184, for Type II, cantilever slide gates:

1. Opening width up to 12': 2.875" OD pipe weighing not less than 4.64 lb per ft.
2. Opening width over 12': 4.000" OD pipe weighing not less than 6.56 lb per ft.

B - 7. Fittings and Accessories

(a) Material: Comply with ASTM F 626 galvanized iron or steel to suit manufacturer's standards. Steel and iron: Unless specified otherwise, hot dip galvanize pressed steel or cast iron fence fittings and accessories with at least 1.2 oz zinc per sq.ft. as determined by ASTM A 90.

(b) Post and line caps: Provide weather tight closure cap for each post arm to support 3 strands of barb wire sloped to the fence exterior. Provide line post caps with loop to receive top rail.

(c) Tension or stretcher bars: Hot dip galvanized steel with a minimum length 2" less than the full height of fabric, a minimum cross section of 3/16" by 3/4" and a minimum of 1.2 oz. of zinc coating per sq.ft. Provide one bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into the post.

(d) Tension and brace bands: 3/4" wide minimum hot dip galvanized steel with a minimum of 1.2 oz. of zinc coating per sq.ft.

1. Tension bands: 0.074" thick (14-gauge) minimum.
2. Brace bands: 0.105" thick (12-gauge) minimum.

(e) Tension wire: 0.177" diameter metallic coated steel marcelled tension wire conforming to ASTM A-824 with finish to match fabric. Coating Type II zinc in the following class as determined by ASTM A 90. Class 2, with a minimum coating weight of 1.20 oz. per sq.ft. of uncoated wire surface.

(f) Tie wires: 0.106" diameter (12 gauge) galvanized steel with a minimum of 0.80 oz. per sq.ft. of zinc coating according to ASTM A 641, Class 3 or 0.148" diameter (9 gauge) aluminum wire alloy 1350-H19 or equal, to match fabric wire.

(g) Barb Wire: The three strands of barb wire above the fence fabric shall be a twisted pair of 12.5 gauge wires with 4 barbs at 4 inch centers.

B - 8. Concrete

(a) Concrete in post holes: Provide concrete consisting of portland cement per ASTM C 150. Mix materials to obtain concrete with a minimum 28 day compressive strength of 3000 psi. Use at least four sacks of cement per cu.yd, 1" maximum size aggregate, 3" maximum slump.

(b) Concrete ribbon: Contractor is to construct a 2 foot wide 4" thick concrete ribbon centered below the fence fabric. The concrete for this ribbon will be a 6.5 sack sand mix providing a minimum 28 day compressive strength of 3,500 psi with a maximum slump of 3".

B - 9. Gates

(a) Fabricate perimeter frames and diagonal bracing of gates from same material and finish as fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frame members maximum of 8' apart unless otherwise indicated.

1. Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bars and bands and to top and bottom of frame with tie wires.

2. Over 6' high: Fabricate perimeter frames of 1.90" minimum OD Type I steel pipe or 2" square galvanized steel tubing weighing 2.52 lb. per foot.

3. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:

Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180° gate opening. Provide top and bottom hinges for each leaf over 6' nominal height.

Latch: Forked type or plunger bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.

Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.

(b) Sliding gates: Comply with ASTM F 1184.

Roll Gate with one nose wheel. Brace frame to prevent sagging and apply fabric to entire gate. Provide a lockable positive latch and other hardware and accessories as required.

B - 10. Installation

(a) General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.

1. Apply fabric to outside of framework. Install fencing on boundary lines inside of property line established by survey.

2. Install fence as interior partitions where noted on plans, provide steel base plates for support and anchorage to concrete slabs. Overhead brace to structure above if necessary to insure stability of long runs and gates.

(b) Excavation: Excavation for the concrete ribbon should follow the general land surface, but remove any sharp changes in grade to provide a uniform appearance to the finished fence. Drill or hand-excavate (using post-hole digger) holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil. If not indicated on drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than four times the largest cross section of post. Bottom of posts shall be set not less than 36" below finish grade surface, 48" minimum for gate posts.

- (c) Setting posts: Center and align posts in holes at bottom of excavation. Space a maximum of 10' o.c., unless otherwise indicated. Protect portion of posts above ground from concrete splatter. Place concrete around post and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
- d) Top rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to posts or post caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.
- (e) Bottom tension wire: Install tension wire within 6" of bottom of fabric before stretching fabric and tie to each post with not less than same gauge and type of wire. Pull wire taut, with sags. Fasten fabric to tension wire with 0.120" diameter (11 gauge) hog rings of same material and finish as fabric wire, spaced a maximum of 12" o.c.
- (f) Fabric: Leave approximately 2" between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains under tension after pulling force is released.
- (g) Tension or stretcher bars: Thread through fabric and secure to end, corner, pull and gate posts with tension bands spaced not over 15" o.c.
- (h) Tie wires: Use wire of proper length to secure fabric firmly to posts and rails. Bend ends of wire to minimize hazard to persons or clothing. Maximum spacing: Tie fabric to line posts 12" o.c. and to rails and braces 24" o.c.
- (i) Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts and added security.
- (j) Contractor will provide pull posts and bracing in all long runs as recommended by the fence manufacturer.

B - 11. Gate Installation

Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. Install gates according to manufacturer's instructions, plumb, level and secure.

B - 12. Adjusting

Gates and gate operators: After repeated operation of completed installation equivalent to 3 days' use by normal traffic, readjust gates and gate operators and controls for optimum operating condition and safety. Lubricate operating equipment and clean exposed surfaces.

B - 13. Method of Payment & Measurement

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the job as a turn key condition. **Vendor shall be required to roll and stack existing fence material after removal and leave at site. City will provide all moving and or disposal of fence material from site.**

Quantities for Water Tower Fence
S.W. Corner of Avenue A and Adams St.

1. Fencing, 8' fabric w/3 strands barb wire	495	L.F.	
2. Roll On Sliding Gate- 16'		1	E.A.
3. Swing Gate- 4'		1	E.A.
4. Concrete Ribbon – 2' x 4"	515	L.F.	

REQUEST FOR BID
GENERAL CONDITIONS

The City of Hutchinson is seeking bids for items specified in the enclosed which it wished to purchase. None of the attachments are intended to be restrictive but to act as a guide for those desiring to submit bids. ALL BIDS SHALL BE GOOD FOR A PERIOD OF FORTY-FIVE DAYS FROM THE DATE QUOTES ARE OPENED.

PRICE PROTECTION. The price stated in the bid shall be firm and not subject to increase during the term of any contractual agreement arising between the City of Hutchinson and the vendor as a result of the bid. Vendors shall provide firm prices less any federal excise tax. *The City of Hutchinson is exempt from payment of sales tax. For further information contact the City Clerk's Office (694-2614).*

FINAL INSPECTION: Whenever the work provided and contemplated by the Contractor shall have been satisfactorily completed and final cleaning up performed, the Owner shall, within five days, unless otherwise provided, make final inspection. The decisions of the Owner on this inspection are final. Regardless of the partial acceptance by the Owner during the construction period of all services, material, and/or equipment; they are not accepted until after this inspection is made.

METHOD OF PAYMENT. Payment will be made within 30 days of date of delivery and satisfactory performance to the City of Hutchinson and submission of Contractor's invoice.

LICENSES/PERMIT/COMPLETION DATES. All work shall be completed by licensed contracts as required by City Ordinance. The contractor will be required to obtain any permits required prior to commencing work on site. (NO CHARGE PERMITS, MUST BE OBTAINED FROM THE CITY INSPECTION DEPARTMENT BY THE CONTRACTOR). All work shall comply with City of Hutchinson Building and License Code Regulations. All specifications are to be followed for installation, including required inspections for compliance. All Bids shall reflect completion by December 1, 2008, with installation dates coordinated Jim Brummer, Superintendent of Water Maintenance, in accordance with specifications. **Installation must occur by December 1, 2008 with the exception that new fence must be erected within 2 weeks of the existing fence being removed.**

CONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of Insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the work.

WORKMEN'S COMPENSATION INSURANCE: The Contractor shall procure and maintain during the life of this Contract, Workmen's Compensation and Employer's Liability Insurance as required by applicable law to fully cover all his employees, and in case any work is sub-let, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the subcontractor's employees unless such employees are covered by the protection offered by the Contractor's insurance. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees as are not otherwise protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain during the life of this contract, Contractor's Comprehensive General Liability Insurance which shall include premises - operations (including explosion, collapse and underground coverage), independent contractors, completed operations, and blanket contractual liability on all written contracts including broad form property damage coverage. The policy shall protect the Contractor and any subcontractor performing work covered by this Contract, for claims for damages for bodily injury, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be written for not less than limits of liability as follows:

Comprehensive General Liability

1. Bodily Injury. . . . \$300,000 Each Occurrence, \$500,000 Aggregate
 2. Property Damage \$100,000 Each Occurrence
- Or
3. Combined Single Limits. . \$500,000 Each Occurrence

Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

COMPREHENSIVE VEHICLE LIABILITY INSURANCE: The Contractor shall procure and maintain during the life of this Contract, Comprehensive Vehicle Liability Insurance which shall cover claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle on the project, whether owned, hired or non-owned; and in connection with any operations or work under this Contract, whether such operations or work be performed by the Contractor or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be written for not less than limits of liability as follows:

Comprehensive Automobile Liability

1. Bodily Injury. . . . \$300,000 Each Person , \$500,000 Each Occurrence
2. Property Damage \$100,000 Each Occurrence Or
3. Combined Single Limits. . \$500,000 Each Occurrence

SUBCONTRACTOR'S INSURANCE: The Contractor shall either (a) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Comprehensive General Liability Insurance and Comprehensive Vehicular Liability Insurance of the type and in the same amounts as specified in the preceding subparagraphs, or (b) insure the activities of his subcontractors in the Contractor's policy.

INSURANCE COVERING SPECIAL HAZARDS: The following special hazards shall be covered by rider or riders to the Comprehensive General Liability insurance policy or policies herein or elsewhere required to be furnished by the Contractor or by separate policies of insurance, in the amounts as follows:

(a) **Builder's Risk Insurance.** (Fire and Extended coverage). Where buildings are to be constructed the Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and subcontractors (as their interests may appear) shall be named as the Insured.

PROOF OF CARRIAGE OF INSURANCE: Prior to, or at the time of execution of the Contract, the Contractor shall file with the Owner, a "Certificate of Insurance" on the form provided in the Contract Documents and supplemented if desired by a "Certificate of Insurance" on a form supplied by the Insurer. The "Certificate" will be considered proof to show that the Contractor and his subcontractors, if any, carry adequate coverage fully to protect themselves against such claims which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either; said coverage to be in the form and minimum amounts herein above specified. Each "Certificate" shall contain a clause requiring the Insurer to notify the Owner at least thirty (30) days in advance of any cancellation or change in insurance contracts. All policies shall be subject to approval by the Owner as to Insurer and adequacy of protection.

NON-DISCRIMINATION. During the performance of this contract, the contractor/vendor will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bonafide occupational qualification. The contractor/vendor will take affirmative action to insure applicants are employed, and that employees are treated during employment without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap.

PROPERTY TAX STATEMENT. The attached statement on property owned within the City of Hutchinson must be complete and returned with the bid in accordance with the City's policy on delinquent property taxes. "The City reserves the right to reject all bids from bidders who are delinquent in personal or real estate property taxes to Reno County, Kansas."

AWARDING OF BID. Whenever the City of Hutchinson lets bids for goods or services, and the low bid is submitted by a vendor domiciled outside of Reno County, a vendor domiciled inside Reno county may be deemed the preferred vendor and awarded the bid if:

1. The quality, suitability, and usability of the goods or services are equal and fully comply with the minimum bid specifications, and the vendor has the capability to adequately service the product.
2. The amount of the bid of the vendor domiciled within Reno County is not more than 5% greater than the amount of the low bid if the low bid is under \$10,000, or not more than 3% greater than the amount of the low bid if the low bid is greater than \$10,000.
3. The bid does not pertain to new construction or involve State or Federal Funding.
4. The vendor domiciled within Reno County is willing to match the bid price offered by the low vendor domiciled outside of Reno County within 24 hours of official notification unless circumstances warrant additional time as determined by the Assistant City Manager or the City Manager.

SAFETY REQUIREMENTS. Contractor will meet all Occupational Safety and Health Administration's (OSHA) guidelines and regulations and ensure that contractor's personnel are provided applicable safety training and personnel protective equipment. Said contractor personnel will also be required to utilized universal precautions and work practice controls.

YEAR 2000 COMPLIANCE. Vendors shall warrant that hardware and software developed or modified by them and used before, during and after the turn of the century shall not experience abnormal ending/or produce invalid or incorrect results in the operation of the business of the government organization. In the event of any recognition, calculation or indication of century problems related to the Year 2000, vendors shall warrant that they will make all code adjustments necessary at no cost to the government organization in order to ensure that the code and databases modified or developed by the vendors are "Year 2000 Compliant". "Year 2000 compliance" means that information resources meet the following criteria and/or perform as described.

- Data structures (databases, data files, etc.) provided four-digit date century recognition.
- Stored data contain date century recognition, including (but not limited to) data stored in databases and hardware /device internal system dates.
- Calculations and program logic accommodate both same-century and multicentury formulas and data values. Calculations and logic include (but are not limited to) sort algorithms, calendar generations, event recognition, and all processing actions that use or produce data values.
- Interfaces (to and from other systems or organizations) prevent noncompliant dates and data from entering or exiting any state system.
- User interfaces (i.e., screens, reports, etc.) accurately display four-digit years.

THE CITY OF HUTCHINSON RESERVES THE RIGHT TO REJECT PART OR ALL OF ANY BID AND TO WAIVE FORMALITIES. ALL BIDS ARE SUBJECT TO PURCHASING POLICIES SET BY THE CITY COUNCIL OF HUTCHINSON. THE CITY OF HUTCHINSON RESERVES THE RIGHT TO DIVIDE PURCHASES AMONG VENDERS TO ACCOMPLISH THE BEST GROSS PRICE AND TO MAKE THE FINAL DECISION AS TO ACCEPTABILITY OF QUALITY AND PRICE .

CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

STATE OF KANSAS)
)SS.
COUNTY OF RENO)

The undersigned hereby certifies to the City of Hutchinson, Kansas, that Worker's Compensation Insurance Policies have been issued to:

Name of insured _____

Address _____

which will be in force to cover the work to be performed under the Contract for

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM ALL WORK (MATERIALS AND LABOR) TO COMPLETE THE FENCE INSTALLATION PROJECT AT WATER TOWER 1 (AVENUE A AND ADAMS) IN HUTCHINSON, KANSAS, ALL AS PER ATTACHED SPECIFICATIONS.

ALL AS SPECIFIED IN BID 08-148, OF HUTCHINSON KANSAS AND IN STRICT ACCORDANCE WITH SPECIFICATIONS OF BID 08-148 and that such policies are in every manner in compliance with the insurance requirements as set for in the General Conditions and Specifications of the Standard Specifications of the City of Hutchinson, Kansas, with the following exceptions:

In the event of any material change in or cancellation of any such policy, the company will give written notice to the City Clerk, City of Hutchinson, P.O. Box 1567, Hutchinson, Kansas 67504-1567 Thirty (30) days prior to any such change or cancellation.

Date

Name of Insurance Company

Authorized Representative

Address

(This form must be completed and signed even if an Insurance Company Certificate of Insurance is provided.)

CERTIFICATE OF INSURANCE

STATE OF KANSAS)
)SS.
COUNTY OF RENO)

The undersigned hereby certifies to the City of Hutchinson, Kansas, that insurance policies have been issued to:

Name of insured _____

Address _____

which will be in force to cover the work to be performed under the Contract for

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM ALL WORK (MATERIALS AND LABOR) TO COMPLETE THE FENCE INSTALLATION PROJECT AT WATER TOWER 1 (AVENUE A AND ADAMS) IN HUTCHINSON, KANSAS, ALL AS PER ATTACHED SPECIFICATIONS.

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