

City of Hutchinson  
Hobart Detter Concession Building  
Bid 21-76 Addendum No. 1

May 4, 2021

TO ALL PROSPECTIVE BIDDERS:

The Bid Documents for Bid 21-76 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.

**Addendum #1**

**Pre-bid conference scheduled for May 19, 2021 at 2:00 p.m. Public Works, 1500 S. Plum, Hutchinson, KS 67501**

**Statutory Bond and insurance required. (Attached)**

**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. 21-76      BID SUBMITTAL DEADLINE: 1:00 P.M. CST on June 1, 2021  
PUBLIC BID OPENING TIME: 1:30 P.M. CST on June 1, 2021**

**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 1:00 P.M. CST on June 1, 2021.** 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 A, 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: Justin Combs, Director of Parks & Facilities, City of Hutchinson (620)694-1912.

The City of Hutchinson reserves the right to reject part of 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.

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**HOBART DETTER CONCESSION BUILDING, PROJECT SJCF #5431.00**

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**NOTE\*\*\*Statutory Bond Required**

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! Addendum #1 \_\_\_\_\_

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SIGNATURE

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TITLE

**ORDERING ADDRESS/CONTACT:**

**REMITTANCE ADDRESS (IF DIFFERENT):**

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BIDDER COMPANY NAME

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REMITTANCE NAME

-----  
STREET ADDRESS

-----  
REMITTANCE ADDRESS

-----  
CITY/STATE/ZIP

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REMITTANCE CITY/STATE/ZIP

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TELEPHONE NUMBER

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FAX NUMBER

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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

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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.

## 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 21 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 contractors 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 construction and installation, including required inspections for compliance. All Bids shall reflect completion date of April 1, 2022, in accordance with specifications and in coordination with Sean Thomas, Assistant Director of Parks and Facilities, prior to commencement.

**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. Any deductible under any policy of insurance required in this Article shall be Contractor's liability. Acceptance of certificates of insurance by the City shall not limit the contractor's liability under the Contract. The Contractor's obligations to obtain and maintain all required insurance are nondelegable duties under this contract. The City of Hutchinson does not represent or warrant that the types of limits of insurance adequately protect Contractor's interest or sufficiently covers Contractor's liability. Failure by contractor to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement. The City of Hutchinson requires the following coverages:

1. Comprehensive or Commercial form General Liability Insurance
  - a. The Contractor will provide proof of General Liability Insurance including:
    - i) Premises, - Operations
    - ii) Products / Completed Operations
    - iii) Independent Contractors
    - iv) Contractual Insurance
    - v) Bodily Injury
    - vi) Broad Form Property Damage

- vii) Explosion, Underground and Collapse Hazard, (if necessary, by the nature of the work)
  - b. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising out of any wrongful or negligent acts, errors and omissions of the Contractor, his officers or agents, employees, or subcontractors.
  - c. To the extent that the Contractor's work, or work under this direction, may require blasting, explosive conditions, or underground operations, the coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property.
  - d. Contractor under this Article shall provide coverage in amounts not less than \$1,000,000.00 per occurrence - combined single limit for bodily injury and property damage.
2. Comprehensive Automobile Liability Insurance
- a. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operations on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
  - b. The liability limits shall not be less than \$1,000,000.00.
3. Workers' Compensation and Employer's Liability Insurance
- a. The Contractor agrees to maintain Workers' Compensation Insurance & Employers Liability.
  - b. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverages on behalf of the subcontractor.
  - c. The Contractors shall maintain Workers' Compensation Insurance as required by statute and Employer's Liability coverage limits of \$500,000/\$500,000/\$500,000.
  - d. This policy shall include an "all states" endorsement.
  - e. The Worker's Compensation and Employer's Liability policies shall be endorsed to waive all rights or subrogation against the City of Hutchinson.
4. Professional liability (Errors and Omissions) Insurance
- a. The Contractor shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, employees, and subcontractors, and have adequate insurance to cover such negligent acts, errors, and omissions with limits of \$1,000,000.00.
  - b. The amount may increase depending on the scope of services that will be provided (i.e., account, actuarial, architectural, auditing, brokerage, computer programming, consulting, counseling, engineering, environmental, landscape architectural, legal, medical, surveying, real estate, soils engineering, or other professional services).

**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 bona fide occupational qualification. The contractor/vendor will take affirmative action to ensure 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.

**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.**

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation authorized under the laws of \_\_\_\_\_ with principle office in \_\_\_\_\_, and authorized to transact business in the State of Kansas as Surety, are held and firmly bound unto the City of Hutchinson in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, said Principal has entered into written Contract with the CITY OF HUTCHINSON, KANSAS, dated \_\_\_\_\_, 20\_\_\_\_, for the furnishing of all supplies, materials and labor and doing all the work of whatever kind necessary to:

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM ALL WORK FOR THE HOBART DETTER CONCESSION BUILDING, LOCATED AT HOBART DETTER BASEBALL FIELD IN CAREY PARK, HUTCHINON, KS 67501

ALL AS SPECIFIED IN BID 21-76, in accordance with the specifications for such work on file in the Office of the City Purchasing Agent of Hutchinson, Kansas and in accordance with said Contract, a copy of which is or may be attached hereto and which is made a part hereof by reference.

NOW THEREFORE, if the Principal shall promptly make payment to all persons furnishing supplies, materials, and labor in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation will be void; otherwise, to 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 term of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation 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 specifications.

IN TESTIMONY WHEREOF, said Principal has duly executed these presents, and said Surety has caused these presents to be executed in its name, and its Corporate Seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

CORPORATE SEAL

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Principal

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Surety

CORPORATE SEAL

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Attorney-in-fact

(A certified copy of the agent's power of attorney must be attached hereto.)  
(To be filed with the Clerk of the District Court.)