



CONTRACT

THIS AGREEMENT made and entered into this 24th day of May, A.D. 2016, by and between the City of Wichita, a municipal corporation, hereinafter known as First Party, and

Wildcat Construction Co., Inc.

whose principal office is at **3219 W May St, Wichita KS 67213**, hereinafter known as the Second Party.

WITNESSETH, That for and in consideration of covenants hereinafter set out the Second Party contracts, promises and agrees to and with the First Party that Wildcat Construction Co., Inc. will furnish all the material and labor necessary to construct Re-use Water Pump Station (east of Hydraulic, north of 63rd Street South) - Project No. 468-85112 on Formal Bid FB640092 in the City of Wichita, Sedgwick County, Kansas, according to plans and specifications and the bid of said Second Party therefore, which plans and specifications and bid are on file in the office of the City Engineer of said City, and are hereby made a part of this contract to the same effect and as fully embodied herein.

Second Party further agrees that the work under this contract shall be completed to the full satisfaction of the City Engineer of the City of Wichita. The final completion will be on or before **November 18, 2016**. The Substantial/Mechanically completion date will be **November 4, 2016**. Work shall be done under the direct supervision of said Engineer, or such other person as the City Council may direct, and that said Engineer's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

Second party further agrees that at all times during the prosecution of said improvement, Wildcat Construction Co., Inc. will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public and that Wildcat Construction Co., Inc. will hold the City of Wichita harmless in all claims and suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said Second Party, their agents or servants in the prosecution of the work on said improvement. Second party expressly warrants that it will procure and maintain commercial general liability insurance from an insurer reasonably acceptable to the City of Wichita, including coverage sufficient to meet the reasonably anticipated risks covered by this indemnification provision.

Second Party further agrees to maintain said improvement for a period of two (2) years from date of the completion and acceptance of same by the City of Wichita, this maintenance to be done and performed by said Second Party without any expense to the First Party whatever.

Second Party shall furnish the First Party a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said Second Party and the terms of this contract; conditioned further, for the maintenance of said improvements as hereinbefore provided; and conditioned further, upon the holding of the City of Wichita harmless in all claims and suits for damages as specified in this contract.

Second Party shall furnish a bond to the State of Kansas in the total amount of this contract, conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

For and in consideration of covenants promised and agreed to by the Second Party, the First Party will pay to Second Party, in cash, the following lump sum **\$1,242,000.00** which lump sum is calculated by extending the following prices per unit for bid quantities, which are for this project deemed to be actual plan quantities.

LUMP SUM BID ITEM

Re-use Water Pump Station Construction 1 Lump Sum \$1,242,000.00

The Second Party shall be entitled to partial and final payments in accordance with the provisions of the Standard Specifications, project plans and special provisions applicable to the project.

The Second Party further agrees, notwithstanding anything to the contrary contained in the bid documents or the contract to be awarded herein, that the City shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the contract to be awarded herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

The parties agree that this agreement is made in the State of Kansas, and its provisions shall be governed by the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.


Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

The contractor, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference.


For good cause, and as consideration for executing this contract, the contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust 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 pursuant to this contract.

IN WITNESS WHEREOF, the City of Wichita has caused these presents to be signed by its Mayor and attested by its Clerk with the seal of the City of Wichita impressed thereon, and the Second Party has caused these presents to be duly executed the day and year first herein written.

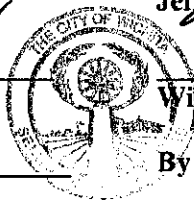
Attest:


Deputy City Clerk

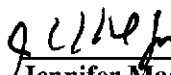
City of Wichita, Kansas

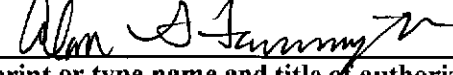

Jeff Longwell, Mayor

Approved as to form this 6-7-16



Wildcat Construction Co., Inc.


Jennifer Magana,
City Attorney and Director of Law

By 
(print or type name and title of authorized agent)
Alan G. Farrington, Vice President

BOND TO THE CITY OF WICHITA

Bond # 106518954

KNOW ALL MEN BY THESE PRESENTS: That we Wildcat Construction Co., Inc.
of the State of Kansas in the City of Wichita and having authority to do business
in the State of Kansas, as principal, and Travelers Casualty and Surety Company of America
a surety corporation of Connecticut
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 One Million Two Hundred Forty Two Thousand
and No/100 Dollars (\$1,242,000.00)
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 Wichita, KS /
Kansas City, MO, this 24th day of May
2016 A.D.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the said
principal, Wildcat Construction Co., Inc.
of Wichita, KS has this 24th day of May
2016 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: Re-use Water Pump Station (East of Hydraulic, North of 63rd Street South) -
Project No. 468-85112 on Formal Bid FB640092 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 Two (2) 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 Two (2) 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.

Wildcat Construction Co., Inc.
P.O. Box 9163, Wichita, KS 67277-0163

Principal

By Alan G. Farrington
(Signature)

Alan G. Farrington, Vice President
(print or type name and title)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183 (860) 277-0111

Surety

By Mary T. Flanigan
Mary T. Flanigan, Attorney-in-Fact

John J. Morgan
City Attorney

Approved as to form: 6-7-16

COPY

196 SBO 102

FILED

BOND TO THE STATE OF KANSAS

APP DOCKET NO. _____

STATUTORY PAYMENT BOND

2016 MAY 31 P 1:29

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

CLERK OF DIST. COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

BY _____

Bond # 106518954

KNOW ALL MEN BY THESE PRESENTS, That we Wildcat Construction Co., Inc.

P.O. Box 9163, Wichita, KS 67277-0163

as Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183 (860) 277-0111

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

One Million Two Hundred Forty Two Thousand and No/100

Dollars (\$ \$1,242,000.00), 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 Wildcat Construction Co., Inc.

has entered into a written contract with the City of Wichita, Kansas, for certain work in connection with the Re-use Water Pump Station (East of Hydraulic, North of 63rd Street South) - Project No. 468-85112 on Formal Bid FB640092

District Court Bond # _____

Wichita, Kansas, under date of May 24, 2016

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 24th day of May, 2016.

WITNESS:

Meredith J. Hays

Wildcat Construction Co., Inc.
P.O. Box 9163, Wichita, KS 67277-0163
Principal

By Alan G. Farrington
(Signature)

Alan G. Farrington, Vice President
(print or type name and title)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183 (860) 277-0111

Surety
By Mary T. Flanagan
Mary T. Flanagan Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230429

Certificate No. 006780413

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Jeffrey C. Carey, Charles R. Teter III, Laura M. Buhrmester, Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Gross, Larissa Smith, C. Stephens Griggs, and Tahitia M. Fry

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of May, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 9th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)
6/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: Travelers Property Casualty Insurance Co	36161
	INSURER E:	
	INSURER F:	

INSURED Wildcat Construction Co., Inc.
1312725 PO Box 9163
Wichita KS 67277

COVERAGES

CERTIFICATE NUMBER: 14074892

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	37CSEQU1081	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37UENQU1082	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			US00069784LI16A	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WNQU1080 37WNQU1083	1/1/2016 1/1/2016	1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> BUILDERS RISK/INSTALLATION FLOATER	N	N	QT630-3993B721-TIL-16	1/1/2016	1/1/2017	\$1,000,000 PER PROJECT \$5,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project No. 468-85112 on Formal Bid FB640092 Construction of Re-use Water Pump Station, Job 7127. The City of Wichita is an additional insured on a primary non-contributory basis as respects to the General Liability when required by written contract.

APPROVED AS TO FORM THIS 6-7-16

[Signature]
Director of Law

CERTIFICATE HOLDER**CANCELLATION**

14074892
City of Wichita - City Hall
Purchasing Manager 12th Floor
455 North Main
Wichita KS 64202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]