



# Request For Proposal

## 2026 Pavement Preservation

### **Scope of Work:**

The City of Maize is requesting proposals for pavement preventative seal. The Project will include applying a preventative seal to various streets throughout the City of Maize, listed below and depicted on the attached map. All Bids are to be submitted on supplied Bid Forms below.

### **Proposal Submission Deadline:**

Bids will be accepted until Thursday, March 26<sup>th</sup>, 2026, at 10:00 AM CDT. Bids will be presented to City Council on Monday, April 6<sup>th</sup>, 2026.

### **Project Timeline:**

Work to be completed within 30 days after issuance of Notice to Proceed. Work will be coordinated with the City of Maize to provide the least amount of disruption to traffic as possible and it will be started and completed between June 1<sup>st</sup>, 2026 and August 1<sup>st</sup>, 2026.

**BID DOCUMENTS**  
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## **ADVERTISEMENTS FOR BIDS**

Owner: City of Maize

Address: 10100 Grady Avenue, P.O. Box 245, Maize, Kansas 67101

Combined sealed BIDS for 2026 Preventative Seal will be received by the Owner at City Hall, 10100 Grady Avenue, Maize, Kansas 67101 until 10:00 AM CDT, Thursday, March 26, 2026. The PROJECT is briefly described as follows:

2026 Reclamite Preventative Seal of various streets in the City of Maize.

The BIDDING DOCUMENTS may be examined at the following locations:

City Hall, 10100 Grady Avenue, Maize, Kansas 67101

[Maizeks.gov/departments/finance/bids.php](http://Maizeks.gov/departments/finance/bids.php)

## **INSTRUCTIONS TO BIDDERS**

BIDS will be received by the City of Maize (the "OWNER"), at City Hall, 10100 Grady Avenue, until 10:00 AM, Thursday March 26, 2026. Bids will be publicly opened and read aloud at that time.

Each BID must be submitted in a sealed envelope and addressed to the City of Maize . Each sealed envelope containing a total not-to-exceed BID should bear on the outside the name of the BIDDER, their license number if applicable and the name of the PROJECT (2026 RECLAMITE PREVENTATIVE SEAL) for which the BID is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Maize, P.O. Box 245, Maize, Kansas 67101.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The CITY may waive any informalities or minor defects or reject any BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified will not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening of BIDS. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. The BIDDERS must visit the site and become aware of the nature of the site conditions prior to submitting the BID. Upon award of the contract, the CONTRACTOR will not be granted additional compensation regarding time or money for conditions which the CONTRACTOR may have been informed of during an inspection of the site. Any items of work in the plans that are not quantified shall be subsidiary to other associated items of work that are quantified. After the BIDS have been submitted, the BIDDER cannot assert that there was a misunderstanding concerning the quantities of WORK or of the nature of work to be done.

The NOTICE TO PROCEED will be issued after June 1<sup>st</sup>, 2026. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such a period, the time may be extended by mutual written agreement between the CITY and the CONTRACTOR

The CITY may make such investigations as the OWNER deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER must furnish to the CITY all information and data for this purpose as the CITY may request. The CITY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the CITY that the BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

The total not-to-exceed BID PRICE for the PROJECT will be the primary factor in selecting the CONTRACTOR. The CITY reserves the right to make an award based upon the greatest benefit to the CITY and not necessarily on the lowest not-to-exceed BID PRICE for the PROJECT. For example, if the CITY determines it is in the best interest of the CITY, the CITY may select concrete over asphalt even though concrete costs more. The CITY also reserves the right to waive information on minor defects.

The CITY may reject any bid or all the BIDS for any reason or no reason.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT will apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing in no way relieves any BIDDER from any obligation in respect to their BID.

The successful BIDDER, within five days of receiving a request, will supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the CITY.

Questions should be directed to Ross Jensby, Deputy Public Works Director at 316-722-4854, or [rjensby@maizeks.gov](mailto:rjensby@maizeks.gov).

**BID FORMS**

This Bid is submitted to: The City of Maize

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the PROJECT not-to-exceed total price and within the Contract Time indicated in this Bid and in accordance with the terms and conditions of the Contract Agreement.
2. BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty calendar days after the day of Bid opening.
3. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Section 2 of the Agreement within 30 working days of the day the Notice to Proceed is issued.
4. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive working day after the date of completion as provided in Section 2 of the Construction Agreement.
5. This project is sales tax exempt.
6. The following are attached to and made a condition of this Bid:
  - a. A tabulation of Subcontractors, suppliers, and other persons and organizations required to be identified in this Bid.
  - b. Required BIDDER's Qualification Statement with supporting data.
7. In submitting this Bid. Bidder acknowledges receipt of the following addenda:

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

The project bid document below must be filled out and submitted with other bid documents.

Bidder agrees to perform all Work described in the Agreement for the following unit prices or lump sum.

Item No.	Description	Quantity	Unit	Unit Price	Extension
<b>GROUP A - BASE BID</b>					
1	Academy Avenue	8320	sqyd		
2	Briskbay Street	1275	sqyd		
3	Briskbay Ct.	3446	sqyd		
4	Scarlett Lane	4858	sqyd		
5	Scarlett Ct.	2620	sqyd		
6	Pearline St.	417	sqyd		
7	Fennec St.	6672	sqyd		
8	Swift Fox St.	2690	sqyd		
9	Blanford St.	3204	sqyd		
10	Arvada Blvd.	9334	sqyd		
11	Azalea St.	3776	sqyd		
12	Haylee St. and Cir.	2355	sqyd		
13	Mossy Stone St.	3456	sqyd		
14	Pebble St. and Ct.'s	6276	sqyd		
15					
	<b>TOTAL</b>	58699	sqyd		
<b>SUBTOTAL</b>					
<b>NOT-TO-EXCEED BID TOTAL</b>					

**PROJECT NOT-TO-EXCEED TOTAL:**                      \$ \_\_\_\_\_

THE BIDDER IS:

**An Individual**

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(general partner)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(state of corporation)

By \_\_\_\_\_  
(name of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**LLC OR Other legal entity**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, Email and phone number )

By \_\_\_\_\_  
(Name of person who has authority to bind the entity)

**NOTICE OF AWARD**

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: 2026 Reclamite Preventative Seal

You are notified that your BID dated \_\_\_\_\_, for the above Contract has been considered. You are the apparent successful BIDDER and have been awarded a contract for 2026 Reclamite Preventative Seal.

The Project not-to-exceed total price of your contract is: \_\_\_\_\_  
\_\_\_\_\_.

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Electronic copies of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions by \_\_\_\_\_, 2026:

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all of the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement and certificate of insurance as specified in the Instructions to Bidders, General Conditions, and Construction Agreement.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
City of Maize  
OWNER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**AGREEMENT FOR APPLICATION OF RECLAMITE TO STREETS**

THIS AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_, 2026, between the City of Maize, Kansas, a municipal corporation (the "City") and \_\_\_\_\_(the "Contractor").

**RECITALS**

A Bid was submitted by the Contractor on \_\_\_\_\_,2026, to apply Reclamite on certain streets located within the City of Maize.

The Contractor's bid was determined to be the most responsible bid, which the City accepts pursuant to this Agreement.

**TERMS**

**Section 1. Contract Documents:** The "Contract Documents" consist of this Agreement and the documents listed in Section 9 of this Agreement. The documents listed in Section 9 are incorporated by reference into this Agreement and are made a part of this Agreement as though they are fully set forth in this Agreement.

**Section 2. The Work.** The Work will consist of the Contractor pre-sweeping and applying Reclamite on the streets as shown on the map contained in ***Exhibit A and as provided for in Section 3 of this Agreement.*** The streets, as verified by the Contractor, consist of 58,699 square yards. The Reclamite will be applied in accordance with Reclamite product specifications. The Work will be performed and completed between June 1<sup>st</sup>, 2026 and August 1<sup>st</sup>, 2026 in 30 working days from the issuance of the Notice to Proceed. Reclamite will be applied to surfaces in compliance with the manufacturer of Recamite specifications. Liquidated damages will be assessed at the rate of \$500.00 for each wording day after the date of completion has passed. The Contractor will notify the City not less than 14 days before starting the Work. The Contractor will coordinate the Work with the City Public Works Department. The Contractor will be responsible for traffic control during the performance of the Work. The Contractor will notify residents when the Work will be performed not less than 24 hours before starting the Work.

**Section 3. Contract Sum.** (a) The City shall pay the Contractor for completion of the Work per Unit, for quantity in not-to-exceed Bid Total amounts set forth as follows:

Item No.	Description	Quantity	Unit	Unit Price	Extension
<b>GROUP A - BASE BID</b>					
1	Academy Avenue	8320	sqyd		
2	Briskbay Street	1275	sqyd		
3	Briskbay Ct.	3446	sqyd		
4	Scarlett Lane	4858	sqyd		
5	Scarlett Ct.	2620	sqyd		
6	Pearline St.	417	sqyd		
7	Fennec St.	6672	sqyd		
8	Swift Fox St.	2690	sqyd		
9	Blanford St.	3204	sqyd		

10	Arvada Blvd.	9334	sqyd		
11	Azalea St.	3776	sqyd		
12	Haylee St. and Cir.	2355	sqyd		
13	Mossy Stone St.	3456	sqyd		
14	Pebble St. and Ct.'s	6276	sqyd		
15					
	<b>TOTAL</b>	58699	sqyd		
<b>SUBTOTAL</b>					
<b>NOT-TO-EXCEED BID TOTAL</b>					

(b) Payment. The Contractor will submit an invoice for Work performed upon completion of the Work. If the City determines the Work is completed, will pay the Contractor within 30 days of receipt of the invoice for payment. If the City determines the Work is not completed it must do so in writing with 15 days of receipt of the invoice that includes the reasons the City has determined the Work has not been performed.

**Section 4. Hold Harmless.** The Contractor holds the City harmless against all suits, claims, damages, and losses for injury to persons or property, including attorney's fees arising from, or caused by errors, omissions, or negligent acts of the Contractor, its agents, servants, employees, officers, or subcontractors occurring in the performance of Work under this Agreement.

**Section 5. Insurance.** The Contractor will maintain the following insurance coverage until two years following the date of final completion of the Work.

(a) *Worker's Compensation And Employer's Liability.* This policy shall include an "all states" endorsement. The policy will cover claims for injury, disease and/or death of employees arising out of and in the course of their employment. The liability limit shall be not less than the statutory amount for worker's compensation and not less than \$500,000 for each occurrence for the employer's liability coverage. Officers who will be on the Work site shall be included and covered under the worker's compensation liability insurance policy.

(b) *Comprehensive General Liability.* This policy covers Premises Operations, XCU Hazards When Applicable, Products/Completed Operations, Broad Form Property Damage And Contractual Liability with minimum limits as follows:

Bodily Injury Liability – each occurrence	\$500,000
Bodily Injury Liability – aggregate	\$500,000
Property Damage Liability – each occurrence	\$500,000
Property Damage Liability – aggregate	\$500,000

(c) *Comprehensive Automobile Liability.* All owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury Liability – each accident	\$500,000
Property Damage Liability	
OR	
Bodily Injury and Property Damage Liability (combined single limit) – each accident	\$500,000

(d) The Insurance Certificate must contain the following:

- (i) Statement that the Contractual Liability includes the Liability of the City assumed by the Contractor in the Contract Documents.
- (ii) Cancellation - should any of the above policies be cancelled before the expiration date thereof, the issuing company will mail ten days' written notice to the certificate holder.

(e) Certificates of insurance shall be furnished to the City Clerk before this Agreement is issued.

**Section 6. Governing Law.** This Agreement is governed by the laws of the State of Kansas. Any lawsuit arising from this Agreement must be brought in a court of law located in Sedgwick County, Kansas.

**Section 7. Representatives.** (a) the City's representative is:

Nick Gregory, City Manager  
City of Maize, Kansas  
10100 Grady Avenue  
P.O. Box 245 (mailing)  
Maize, KS 67101  
Telephone: 316-722-7561  
Email: [ngregory@maizeks.gov](mailto:ngregory@maizeks.gov)

(b) The Contractor's representative is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Neither the City's representative nor the Contractor's representative may be changed without at least ten days' written notice to the other party.

**Section 8. Kansas Act Against Discrimination.** The Contractor agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the

Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities;

(b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”;

(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;

(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;

(e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the City;

(f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the City.

Parties to this Agreement understand that the provisions of this Section (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Agreement or whose contracts with the City cumulatively total \$5,000.00 or less during the fiscal year.

**Section 9. Contract Documents.** The Contract Documents comprising the entire agreement between the City and the Contractor concerning the Work consist of the following:

(a) this Agreement;

(b) Bid Documents submitted to the City by the Contractor as part of the Bid Process;

(c) ***Exhibit A.***

**Section 10. Waiver of Subrogation.** The Contractor waives all rights of subrogation against the City, its agents, employees and engineers. The waiver applies to any claims, demands or causes of action that may arise out of or are related to the Work, regardless of the cause or origin of such claims. The Contractor agrees that this waiver is fully effective as permitted by law and will be included in all subcontracts and contracts with third parties related to the Work.

**Section 11. Miscellaneous Provisions.**

(a) **Conflict.** If there is a conflict, the terms and conditions between this Agreement and any other document listed in Section 9 of this Agreement, the terms and conditions of this Agreement will prevail.

(b) **No Assignment.** The Contractor shall not assign, transfer, or otherwise convey any of its rights, interest or obligations under this Agreement to any third party without the prior written consent of the City; provided, however, the Contractor may engage subcontractors to perform portions of the Work under this Agreement. Subcontracting of work does not relieve the Contractor of its obligations under this Agreement. In addition, monies that may become due and monies that are due may not be assigned without consent of the City.

(c) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in this Agreement.

(d) **Independent Contractor.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

(e) **Cash Basis Law, Budget Law and Other Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Case Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935) and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement, the City reserves the right to unilaterally sever, modify or terminate this Agreement at any time if, in the opinion of its legal counsel, this Agreement may be deemed to violate the terms of such laws.

(f) **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the City shall not constitute a waiver.

(g) **Force Majeure.** No party shall be held liable if the failure to perform under this Agreement arises out of causes beyond the control of the party. Causes may include, but are not limited to, acts of nature, fires, tornadoes, pandemics, quarantine, strikes other than by the party's employees, and freight embargoes.

(h) **No Third-Party Beneficiary.** It is not intended by any of the provisions of any part of this Agreement to create a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for damages under the terms and provisions of this Agreement.

(i) **No Consequential Damages.** Neither party to this Agreement shall be liable to the other for consequential, incidental or indirect damages, including but not limited to loss of profits, loss of business opportunities or any other similar damages arising out of or in connections with this Agreement, regardless of the cause or circumstances and irrespective of whether such damages were foreseeable or whether the party was advised of the possibility of such damages. This waiver applies to all claims, whether in contract, tort (including negligence) or otherwise, and is intended to be broadly construed to limit the liability of both parties to direct damages only.

This City and the Contractor have signed this Agreement as of the date written below.

CITY OF MAIZE, KANSAS

By \_\_\_\_\_  
Pat Stivers, Mayor  
Date signed: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Sue Villarreal, City Clerk

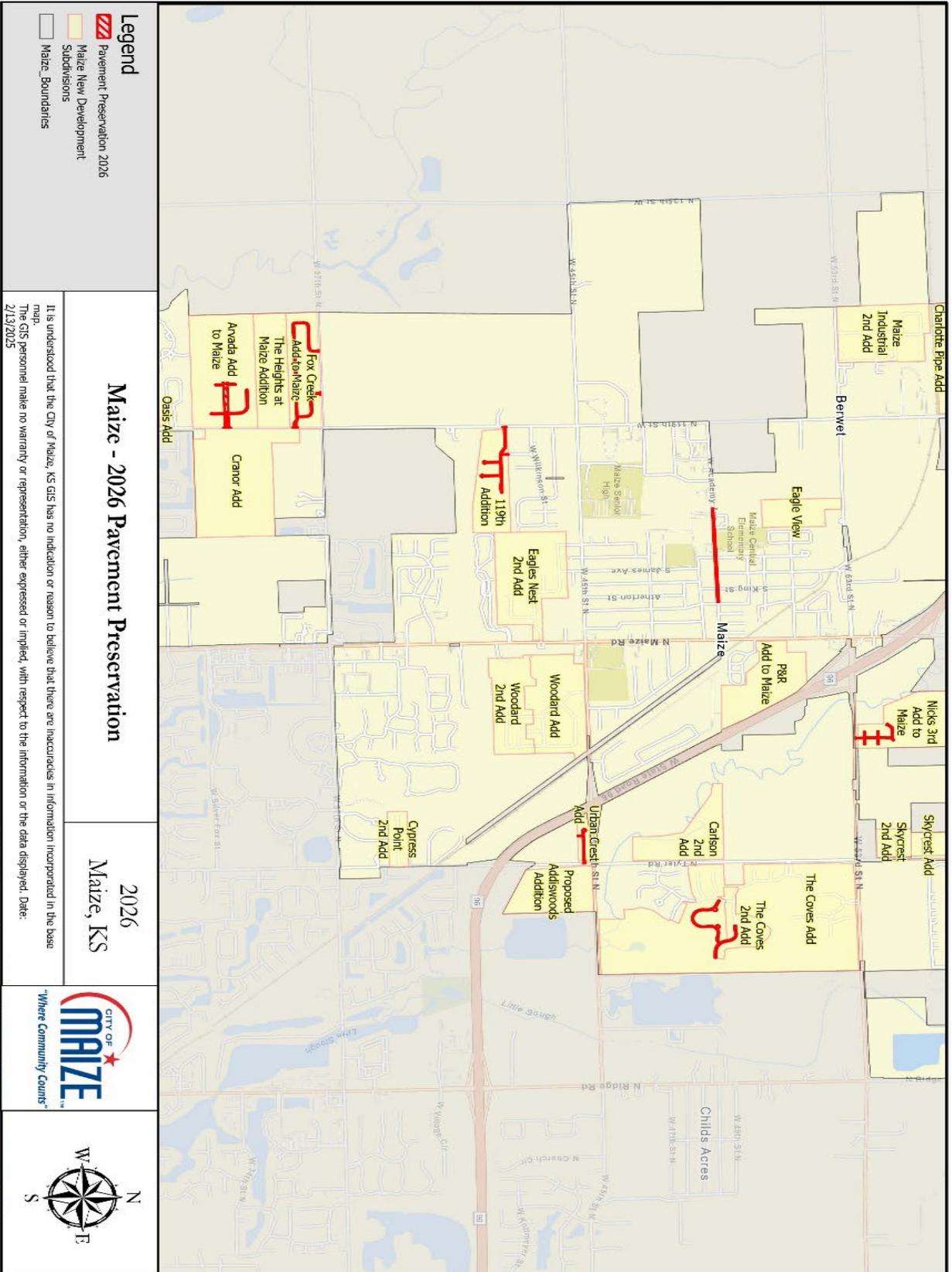
(Insert name of Contractor)

By \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Tom Powell, City Attorney

# EXHIBIT "A"



**Legend**

- Pavement Preservation 2026
- Maize New Development Subdivisions
- Maize Boundaries

**Maize - 2026 Pavement Preservation**

2026  
Maize, KS



It is understood that the City of Maize, KS GIS has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed. Date: 2/13/2025

