

INSTRUCTIONS TO BIDDERS

DATE:

August 17, 2015

PROJECT:

Northern Hills Elementary School Renovation / Conversion
5620 NW Topeka Blvd., Topeka, Kansas 66617

DEFINITIONS:

Definitions set forth in the General Conditions of the Contract for Construction, A.I.A. Document A-201, 2007 Edition, are applicable to these Instructions to Bidders.

Bidding documents include the Advertisement to Bid, Instructions to Bidders, Bid Form and the Contract Documents, including any Addenda issued prior to receipt of bids.

ADDENDA:

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the construction contract is executed.

Prior to the receipt of bids, Addenda will be posted to Topeka Blue Print Online Plan Room. Notifications of Addenda will be e-mailed only to those who have registered and are tracking the project through the online plan room.

Bidders shall acknowledge receipt of Addenda in the space provided on the Bid Form.

EXAMINATION OF BIDDING DOCUMENTS:

Each Bidder shall examine the bidding documents carefully and, not later than ten (10) days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Architect. **ONLY A WRITTEN INTERPRETATION OR CORRECTION BY ADDENDUM SHALL BE BINDING.**

Bidding Documents will be available on CD in a read only format to bidders. **Electronic copies of the Drawings that can be manipulated will NOT be available before or after bidding.**

SUBSTITUTION:

Should Bidder wish to incorporate in the Base Proposal brands or products other than those named in the specifications, he shall submit written request for substitution approval to the Architect using CSI Substitution Request (During the Bidding/Negotiating Stage) Form, a minimum of ten (10) days prior to date proposals are due. Approved substitutions will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

BID PREPARATION:

A single bid will be received for the General Contract including mechanical work and electrical work.

Bids shall be made upon the BID FORM included with these specifications. Fill in all blanks on the BID FORM clearly with typewriter or ink. Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Signature shall be in longhand by a principal duly authorized to sign contracts; the signature shall be accompanied by the corporate seal impression if bid is by a corporation. Bids shall contain no alterations, nor recapitulation of the work.

Bids shall be prepared and submitted in accordance with these Instructions to Bidders.

Enclose the Bid Form, along with the required Bid Security and Contractor's Qualification Statement, if required, in a sealed opaque envelope bearing the legend:

BID FORM:
Contract for:
Name of Project:
Name of Bidder:
Address of Bidder:

VOLUNTARY ALTERNATE(S) WILL NOT BE ACCEPTED. Providing unsolicited voluntary alternate(s) on the bid forms or separate documentation will not be considered or read. As indicated in the "SUBSTITUTION" paragraph, a written request for substitution approval shall be submitted to the Architect a minimum of ten (10) days prior to date proposals are due.

BID SECURITY:

Bid Security, consisting of a bid bond, certified check, or cashier's check on a solvent bank, shall be enclosed with each bid in the amount of five (5) percent of the Base Bid.

Bid Security shall be made payable, without conditions, to Seaman USD 345, as a guarantee that the Bidder, if awarded the contract, will promptly execute the formal contract in accordance with the Bid and Contract Documents, and that he will furnish the special bonds for the faithful performance thereof. Bid Securities will be retained until the contract is awarded or other disposition is made thereof.

Bid Security may be forfeited as liquidated damages for all costs, delay, and other expenses created if the successful bidder fails to execute the contract and furnish the Certificate of Insurance and Bonds as required in by the Contract Documents.

BOND / INSURANCE REQUIREMENTS:

Within seven (7) days of the notification of intent to issue a contract, the selected Bidder shall furnish the following:

- 1) A Performance Bond in the amount of 100 percent of the contract price.
- 2) A Statutory (Material and Labor Payment) Bond in the amount of 100 percent of the contract price.
- 3) Evidence satisfactory to Owner that Contractor's insurance coverages have been secured.

Furnish bonds on forms and with sureties approved by the Owner, and authorized to transact business in Kansas.

Furnish Owner, through the Architect, with two copies each of the Performance Bond and Insurance Certificate.

Contractor shall file Statutory Bond and pay fee to clerk of district court of the county in which the project is constructed. Furnish Owner, through the Architect, with two copies of Statutory Bond indicating that the bond has been duly filed with clerk of the district court.

CONTRACTOR'S QUALIFICATION STATEMENT:

Within seven (7) days of the notification of intent to issue a Contract, selected Bidder, if requested, shall furnish to the Architect, a complete copy of AIA Document A-305, "Contractor's Qualification Statement," for each of the major subcontractors listed on the Bid Form.

COORDINATOR:

The General Contractor shall assume general coordination and direction of the project. Each contractor shall cooperate with other contractors on the work and install his work sequence to facilitate and not delay the installation of such other contractors. The Architect is not the coordinator nor the expeditor of the work of the various contracts. Ref: Specification Section 013100.

PREFERENTIAL BIDDING STATUTES:

To the extent permitted by federal law and regulations, whenever the state of Kansas or any agency, department, bureau or division thereof, or any municipality of the State, including but not limited to, counties, school districts, improvement districts or other public bodies, lets bids for contracts for the erection, construction, alteration or repair of any public work or improvement, or for any purchases of any goods, merchandise, materials, supplies or equipment of any kind, the preferential bidding requirements of K.S.A. 75-3740 shall be followed.

APPOINTMENT OF PROCESS AGENT BY NONRESIDENT CONTRACTOR:

Pursuant to provisions of KSA 16-113, a nonresident individual, partnership or unincorporated association, if awarded a Contract, will be required to appoint in writing an agent who is a resident of Kansas, who may receive process in any civil action arising from the contract. Such appointment shall be filed with the secretary of state, per K.S.A. 60-306 and amendments thereto.

The appointment form shall be prepared by Contractor, modeled after state of Kansas forms issued by Division of Purchases and in final form acceptable to Owner, and must be executed and filed with the clerk of the district court of the county in which the Contract Work will be performed, with a receipt therefore provided to the Architect.

ALTERNATE BIDS:

Each Bidder shall bid all alternates included on the Bid Form, except that should he desire not to bid an alternate, he may insert the words "no bid" in the space provided for prices for such alternate. When a Bidder writes "no bid" for one or more alternates, he thereby waives any claim to the contract award if that alternate (or those alternates) becomes the basis for determining the low bid and/or changes the contract award. If an alternate price called for involves no change in price, Bidder shall so indicate by writing the words "no change" in the space provided. If the space provided for an alternate price is blank, that shall mean "no bid."

SALES TAX:

The Owner has determined that the project is exempt from sales tax in accordance with K.S.A. 79-3606(c). Bidders shall exclude all applicable sales taxes from their bids and comply with other indicated requirements.

Owner shall apply for an exemption certificate number and furnish to Contractor. Contractor shall furnish this number to all suppliers from whom purchases are made, and shall require suppliers to include said number on all invoices.

Upon completion of project, Contractor shall furnish Owner with Form STD 77, Project Completion Certification, and forward copy of same to the Kansas Department of Revenue, Docking State Office Building, Topeka, KS 66625. All invoices pertaining to this Project shall be retained by Contractor for a period of at least five (5) years, and are subject to audit by the Kansas Department of Revenue.

BIDDER'S REPRESENTATION:

Each Bidder, by making his bid, represents:

- 1) That he has read and understands the Instructions to Bidders.
- 2) That he has carefully examined all bidding documents pertaining to the project.
- 3) That he has visited the site and familiarized himself with the local conditions under which the work is to be performed, including pertinent state and local codes and the conditions of labor and material markets.
- 4) That he understands time is of the essence in the award and prosecution of the work.

PRE-BID CONFERENCE:

A pre-bid conference will be held at the time and location indicated below for all interested bidders to acquaint themselves with the site and to discuss the project with the Architect, the Mechanical/Electrical Engineer and the Owner. Attendance is encouraged, but is not mandatory. Any material changes or clarifications to the Bid documents discussed at this conference will only be binding when issued to all Bidders by addenda.

Location: Northern Hills Elementary currently Seaman Middle School.
Day and Time: September 2, 2015 2:00 p.m., Local Time

SITE VISITS:

Contractors may make arrangements to visit the site and examine the existing building by contacting David Holm at 785-256-3600. Site visits shall occur between the hours of 7:30am and 3:30pm if you need to go into the building, Monday through Friday.

CURRENT CONSTRUCTION

For informational purposes the New Seaman Middle School shall be substantially complete by end of October 2015. After this time end of project activities may be on going. If necessary coordinate any activities with New Seaman Middle School general contractor.

BID RECEIVING:

The Owner will receive and publicly open and read proposals as indicated in the "ADVERTISEMENT FOR BIDS", paragraph "BID RECEIVING". Proposal shall include furnishing all labor, materials, equipment, and performing the work for the project in strict accordance with the Contract Documents as entitled above, dated August 17, 2015. No oral, telephonic or faxed bids or modifications will be considered. No telephonic bids will be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for bid receiving. There will be two Bid Forms to allow contractors more time to fill in alternate bids. Bid Form 1 is due by 2:00 pm on bid date. This bid form has the base bid and sub-contractors listed. Bid Form 2 is due by 2:20 pm on the bid date. Both bid forms are required to be present and signed. Bid Form 1 cannot be altered or changed (numbers nor subcontractors) after 2:00 pm. Bid Form 1 and 2 from each contractor will be opened and read at one time starting at 3:00 pm.

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated above, or prior to any extension thereof issued to the Bidder.

BID WITHDRAWAL:

A bid may be withdrawn on written, faxed or telegraphic request received by Owner from Bidder prior to time fixed for bid receiving. Faxed bid withdrawal requests will be accepted only if Bidder confirms by telephone that faxed request was received by Owner prior to bid opening time.

Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the opening time of bids.

SPECIAL PROVISION:

The Owner prefers that Contractors employ local subcontractors where possible. This is not a requirement.

SUBMISSION OF POST BID INFORMATION:

Within seven (7) days of the notification of intent to issue a contract, the selected Bidder shall submit the following:

- 1) A designation of the work to be performed by the Bidder with his own forces.
- 2) The names and resumes, including related experience, of the Project Manager and Field Superintendent proposed by the Contractor for this project.
- 3) A list of names of the subcontractors proposed for the principal portions of the work and other persons or organizations who are to furnish materials or equipment fabricated to a special design.

The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner and the Architect.

CONTRACT:

The construction contract shall be the American Institute of Architects Document A-101, Standard Form of Agreement Between Owner and Contractor, 2007 Edition.

AWARD OF CONTRACT:

Contract will be awarded as soon as possible to the responsible Bidder submitting the lowest acceptable bid (i.e. combination of Base Bid and accepted alternates, with due consideration to unit prices), provided:

- 1) Evidence of the experience, qualifications and financial responsibility of each Bidder and his subcontractors and the time of completion are all acceptable to the Owner.
- 2) The total of acceptable bids is within the Owner's financial budget for the project.

REJECTION OF BIDS:

The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any formality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

OWNER:

Seaman USD 345
901 NW Lyman Road
Topeka, Kansas 66608

END OF INSTRUCTIONS TO BIDDERS