

DOCUMENT 001116 - INVITATION TO BID

Issued: April 13, 2017

You are hereby invited to Bid on the following project, the Bid being signed and sealed in an envelope (along with the Bid Security) and clearly marked, "**SHAWNEE MISSION SCHOOL DISTRICT OPERATIONS FACILITY, SHAWNEE MISSION, KANSAS, BID PACKAGE NO. _____**" prior to the time of public openings of Bids.

Project: **SMSD Operations Facility**
6445 Carter
Merriam, Kansas 66203

Owner: Shawnee Mission USD 512
8200 W. 71st Street
Overland Park, Kansas 66204

Time and Place **May 4, 2017 @ 2:00 PM (Local Time)**
of Bid Opening: **Shawnee Mission USD 512**
8200 W. 71st Street
Overland Park, Kansas 66204

Pre-Bid Conference: **April 26, 2017 @ 2:00 PM (Local Time)**
Project Site
6445 Carter
Merriam, Kansas 66203

Time is of the essence for this Project. Substantial Completion for this portion of work for the SMSD Operations Facility is as shown on schedule in Section 013200a.

Sealed bids will be received by the Owner in person only. Bids must be hand delivered. No facsimiles will be accepted.

Contractor's Qualifications:

Each Contractor desiring to Bid this work must have a minimum of five (5) years continuous experience under the current company name and must receive approval prior to procurement of Contract Documents. Upon request, Submit Contractor's Qualification Statement, AIA Document A305 to the Construction Manager for approval and concurrence with Architect. This Qualification Statement is available at the Office of the American Institute of Architects (AIA) at 104 West Ninth Street, Kansas City, Missouri 64105 (816-221-3485). The Construction Manager and Architect will review the Qualification Statement with the Owner. The Owner has the right to take such steps as he deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the Owner such additional information and data for this purpose as he may request. The right is reserved to reject any Bid or Bidder, after an investigation or consideration of the information submitted by such Contractor.

Procurement of Documents:

Complete sets of Plans and Specifications will be distributed by Drexel Technologies (913.371.4430) www.drexeltech.com. Electronic copies of bidding documents are provided at no charge. Full sets of bidding documents are available for purchase at Drexel Technologies at cost. All Bidders must receive prior approval from the Construction Manager for plan release authorization.

Plans will also be available at the following locations for review only at no cost to the Contractor:

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| <p>1. Manning Construction Co., Inc.
1708 East 123rd Street
Olathe, Kansas 66061
(913) 390-1007
(913) 390-1009 (FAX)</p> | <p>2. Dodge/Scan
5700 Broadmoor, Suite 100
Mission, Kansas 66202-2405
(913) 384-4900</p> |
| <p>3. Drexel Technologies
10840 W. 86th Street
Lenexa, Kansas 66214</p> | <p>4. Builders Association
632 West 39th Street
Kansas City, MO 64111
(816) 531-4741</p> |
| <p>5. AGC of Kansas
200 SW 33rd
Topeka, Kansas 66111
(785) 266-4015</p> | |

Bid Security: All Contractors providing labor and materials are to submit Bids accompanied by a Bid Bond in the amount of five percent (5%) of the total Bid submitted, and made payable to the Owner: "Shawnee Mission USD 512". Suppliers are not required to furnish a Bid Security. Cashiers checks will be accepted.

All qualified Bids will be publicly opened and read aloud. Bids received after said time will be returned to the Bidder unopened. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered. No Bidder may withdraw his Bid for a period of forty-five (45) days after the time of actual Opening of Bids. The Construction Manager will retain all securities, as applicable, in escrow until an Agreement is signed and the Owner receives satisfactory Performance, Payment and Statutory Bonds, as applicable.

Bids shall be made upon the Bid Form provided. The signature shall be in longhand and the completed form shall be without interlineations, alteration or erasure. All spaces in the Bid Form are to be filled in, including acknowledgment of any Addenda received by the Bidder, Base Bid amounts and Alternates.

Should a Bidder find any discrepancies in, or omissions from, any of the documents or be in doubt as to their meaning, he shall advise the Construction Manager to advise the Architect, who will issue the necessary clarifications to all prospective Bidders by means of Addenda.

All successful Contractors providing labor and materials shall furnish to the Owner a Bond in the amount of 100 percent of the Contract Sum on the standard form of the American Institute of Architects, Performance and Payment Bond, AIA Document A312, with such Sureties as may be approved. Suppliers are not required to furnish Performance and Payment Bonds. Bonds required for contracts with a value of \$20,000 or more.

The Contract Form will be the Standard Form of Agreement Between Owner and Contractor (Stipulated Sum), AIA Document A132-2009, as modified by the Owner.

Bidders are advised that the School District is tax exempt pursuant to State of Kansas Statutes. The School District will furnish a Tax Exemption Number from the State of Kansas for the construction of this Project. A copy of the Tax Exemption letter will be furnished to each successful Contractor, who shall furnish the Tax Exemption letter to his subcontractors and material suppliers as authorization to purchase materials for this Project on a Sales Tax-Exempt basis.

Schedule and liquidated damages: A construction schedule is a part of the Bidding Documents. Each Bid Package contains specific scheduled dates that must be met. Failure to meet these dates (except for conditions beyond your control) will result in damages incurred by the Owner, Architect, Construction Manager, and other subcontractors including such expenses as overtime, weekend work, shift work or extra manpower, etc., required to bring the job back on schedule. This construction schedule is intended to be a guideline and will be revised periodically throughout the project as necessary. The schedule updates will automatically become part of the Contractor's contract agreement. Liquidated Damages will be accessed at \$500 per calendar day.

The General Building Permit will be obtained by the Architect. All other permits including mechanical, electrical and utility will be the responsibility of the Contractor(s). Layout is limited to the establishment of benchmark(s) and Property Corner Stakes. Refer to specific specification sections for details and limitations on extent of Owners' Responsibility for these items. Contractors are to take care, custody and

control of all engineering stakes and benchmarks. The expense of restaking and restoration of layout work destroyed or damaged by any Contractor shall be borne by Contractor causing the damage.

The following Jobsite Services will be provided by the Owner or Construction Manager and are not to be included in bid package(s):

Supervision and Project Management

Final Jobsite Cleanup - Each Contractor is responsible for final cleaning his work and area at its conclusion.

Each Contractor shall carefully coordinate his work with the work of other trades to ensure efficient progress of the overall project. Time is of the essence in the execution of the work, therefore, sufficient men, material and equipment must be provided by each Contractor to meet the job schedule.

Contractor acknowledges that he shall meet the requirements of all sections of the Specifications, Invitation to Bid, Scope of Work, General and Supplementary Conditions and all listed documents.

Safety requirements including barricades, guardrails, etc., required by governing bodies for the protection of Contractor's personnel and the general public, shall be provided by each Contractor.

Each Contractor shall promptly notify the Construction Manager of any obstacles that would hinder the installation of their work.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Work not covered in the Contract Documents will not be required unless consistent therewith and is reasonably inferred there from as being necessary to produce the intended results.

The selected Bidder shall, within three (3) days, submit the following post-Bid information:

1. A statement of costs of the major portions of the work included in the Bid and any specific item of cost requested.
2. A designation of the Work to be performed by the Bidder with his own forces.
3. A list of names of any Subcontractors or other persons or organizations proposed for such portions of the Work as may be designated by the Architect and Construction Manager. The Bidder will be required to establish to the satisfaction of the Owner, Architect and Construction Manager the reliability and responsibility of the proposed Subcontractors to furnish and perform their Work. Prior to the Contract, if the Owner, Architect or Construction Manager has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option, withdraw his Bid without forfeiture of Bid Security. If the Bidder submits an acceptable substitute with any increase in his Bid price to cover the difference in cost occasioned by such substitution, the Owner may, at his discretion, accept the increased Bid price or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner, Architect and Construction Manager must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner with concurrence of Architect and Construction Manager.

The Owner reserves the right to reject any and all Bids and waive any technicalities therein. The Owner reserves the right not to award Contracts for forty-five (45) days.

The Construction Contract may be terminated by the Owner, in its sole and uncontrolled discretion, at any time it determines there are insufficient funds on hand in the treasury of said Owner for the lawful purpose of payment obligations of said Owner, due or to become due, under the terms of the Construction Contract. *The parties hereto acknowledge the provisions and limitations of the Kansas Cash-Basis Law, K.S.S. 10-1101 et seq; and agree that this Construction Contract will be deemed void ab initio if it is determined by a court of competent jurisdiction to be in violation of the Kansas Cash-Basis Law.*

END OF DOCUMENT 001116