

SHAWNEE MISSION NORTH HIGH SCHOOL REBRANDING PROJECT
SHAWNEE MISSION USD 512
SHAWNEE MISSION, KANSAS

12-21103-01
1 MARCH 2022
BID SET

SECTION 001113 –ADVERTISEMENT TO BID

DLR Group
Architecture Engineering Planning Interiors
7290 West 133rd Street
Overland Park, Kansas 66213

Shawnee Mission North High School Rebranding Project
Shawnee Mission USD No. 512

Shawnee Mission, Kansas
DLR Group Project No. 12-21103-01

Shawnee Mission USD 512 will receive Bids for a Combined Contract for the Shawnee Mission North High School Rebranding project.

Bids must be on a Lump Sum basis.

Bids will be received until 10:00 am local time on March 16, 2022 at the Center for Academic Achievement; 8200 West 71st Street; Shawnee Mission KS 66204. Bids will be publicly opened and read aloud at that time.

Bids received after this time will not be accepted.

After March 1, 2022, Bidding Documents are available for viewing online at Drexel Technologies eDistribution Plan Room at www.drexeltech.com or call 913-371-4430 or toll-free 888-202-1301 for assistance. Bidders may obtain one non-reproducible CD of the Bidding Documents at no charge from Drexel Technologies; contact Drexel Technologies by email at distribution@drexeltech.com or call 913-371-4430 or toll-free 888-202-1301. Bidders may purchase prints of the Bidding Documents from Drexel Technologies at the Bidder's expense.

A pre-bid meeting will be held at Shawnee Mission North High School cafeteria; 7401 Johnson Drive; Overland Park, KS 66202; at 3:30 pm local time on March 8, 2022. All general contractors bidding are required to attend.

Each Bid shall be accompanied by a certified check, cashier's check, draft or letter of credit certified or issued by a state or national bank in the amount of at least five percent (5%) of the total amount of the Bid payable to Owner, or in lieu thereof, the Bidder may furnish a Bid Bond in an amount of not less than five percent (5%) of the amount of the Bid. Such bond shall be issued by a surety authorized to do business in the State of Kansas, and made payable to Owner as a guarantee that such Bidder will enter into a Contract with the Owner for the Work described in the Bid and furnish bond as specified.

All Bidders are subject to and must comply with applicable state and federal anti-discrimination laws.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Bidding Documents must be paid on this project, and that the Contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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The Owner reserves the right to reject any or all Bids and to waive informalities or irregularities in the bidding.

END OF SECTION 001113

SECTION 002113 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 GENERAL

- A. To be considered, Bids must be made in accord with these Instructions to Bidders.

1.2 DEFINITION

- A. Bidding Documents include the Invitation to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and proposed Contract Documents including any Addenda issued prior to receipt of Bids.

1.3 BIDDING DOCUMENTS

- A. Bidding Documents are available for viewing online at Drexel Technologies eDistribution Plan Room at www.drexeltech.com or call 913-371-4430 or toll-free 888-202-1301 for assistance. Bidders may obtain one non-reproducible CD of the Bidding Documents at no charge from Drexel Technologies; contact Drexel Technologies by email at distribution@drexeltech.com or call 913-371-4430 or toll-free 888-202-1301. Bidders may purchase prints of the Bidding Documents from Drexel Technologies at the Bidder's expense.
- B. Questions and Interpretations: Submit questions about Bidding Documents to the Architect-Engineer. Replies will be issued to Prime Bidders of record as Addenda to the Bidding Documents. The Architect-Engineer and the Owner will not be responsible for oral clarification. Questions received less than seventy-two (72) hours before the Bid opening cannot be answered.
- C. Substitutions: Substitutions will be considered only under circumstances set forth in Section 012500 "Substitution Procedures" and submitted on Form 012500A Substitution Request Form and Form 012500B Contractor's Statement of Conformance.
- D. A pre-bid meeting will be held at Shawnee Mission North High School cafeteria; 7401 Johnson Drive; Overland Park, KS 66202; at 3:30 pm local time on March 8, 2022. All general contractors are required to attend.

1.4 CONDITIONS OF WORK

- A. Examination: Bidders shall carefully examine the Bidding Documents and construction site to obtain firsthand knowledge of existing conditions. The Contractors will not be given extra payments for conditions that can be determined by examining the site and Bidding Documents.
- B. Sales and Use Tax: The Owner will appoint the successful Bidder to be his Purchasing Agent. Materials to be incorporated into the complete project shall be purchased tax exempt in the

name of the Owner, and the Bidder shall exclude from his Bid all State of Kansas and Local Option Sales and Use Tax for such materials. The Bidder shall include State of Kansas and Local Option Sales and Use Tax for materials which are used or consumed in performing the Work but which are not incorporated into the completed project.

- C. Affirmative Action Requirements/Equal Employment Opportunity. Bidders shall solicit subbids from available minority Subcontractors and suppliers engaged in the trades or materials covered by the Bidding Documents.
- D. Subcontractors: Subcontractors proposed by the Bidder shall be acceptable to the Owner and the agency that administrates the funding program for this project.
- E. Illegal Aliens: The Contractor shall not employ on the project any alien illegally in the United States.
- F. Background Check Requirements: Comply with the Owner's requirements for background checks for persons working unescorted on or in any School District campus area or any building.
 - 1. The Contractor will be required to maintain, and provide to the Owner upon request, copies of the required background checks for all employees who will be working unescorted on or in any School District campus area or any building.
- G. Permitting Fees: By submitting a bid, Bidder warrants that all permitting and other fees required by the authorities having jurisdiction to obtain a building permit for the Work are included in the lump sum bid submitted. No additional amounts will be added to the Contract Sum for bidder's failure to determine, in writing, the fee or other amount(s) required by authorities.

1.5 BIDDING PROCEDURE

- A. Preparation of Bids:
 - 1. Bids shall be submitted on unaltered Bid Forms furnished by the Architect-Engineer.
 - 2. Each Bid shall include the legal name of the Bidder, and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A **Bid of a corporation** shall give the State of incorporation, and shall have the seal affixed. A **Bid of a partnership** shall give the names of all the partners. A **Bid of a sole proprietor** doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
 - 3. Fill in all blank spaces for bid prices in ink or typewritten words, and submit one (1) copy. The Bidder must include all unit cost items and all Alternates shown on the Bid Form. No segregated or qualified bids will be accepted.
 - 4. Bidders submitting Bids for Combined Contracts shall enter the names of the Prime Subcontractors in blanks provided on the Bid Form.
 - 5. Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- B. Bid Security:

1. Cash or a certified check, cashier's check, money order, bank draft or letter of credit payable to Owner in the amount of five percent (5%) of the amount of the Bid, or a Bid Bond executed by the Bidder in the amount of five percent (5%) of the amount of the Bid, shall be submitted with each Bid.
2. If, within ten (10) days after notice of acceptance of his Bid, the Bidder refuses to enter into a contract or fails to furnish bonds, as described in these Instructions to Bidders, for the faithful performance of the Contract and payment of obligations arising thereunder, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
3. Bid Bond shall be issued by a surety company authorized by the State of Kansas to issue such bonds, shall be acceptable to the Owner, and shall be submitted on AIA Document A310, February 1970 or later edition; and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
4. Bid Security of the three lowest Bidders will be retained until a contract is signed and required bonds and insurance are filed, the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.
5. Bid Security shall be enclosed with the Bid.

C. Submission of Bids:

1. Bids, together with required enclosures, shall be submitted in opaque, sealed envelopes bearing on the outside the Bidder's name and address, the Project name, and the portion of the project or category of work for which the Bid is submitted.
2. Bids sent by mail shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, and shall be addressed to the Owner as shown on the Bid Form.
3. Bids shall be deposited at the designated location prior to the time and date of receipt of Bids indicated in the Invitation to Bid. Bids received after the time and date for receipt of Bids will be returned unopened.

D. Modification or Withdrawal of Bid:

1. Bid may not be modified, withdrawn, or canceled by the Bidder until sixty (60) days after the time and date for receipt of Bids.
2. Prior to the time and date for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids. Modifications shall be so worded as not to reveal the amount of the original Bid.
3. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids. Bid Security shall be sufficient for the Bid as modified or resubmitted.

1.6 CONSIDERATION OF BIDS

- A. Opening of Bids: Bids will be publicly opened and read aloud.

- B. Rejection of Bids, Informalities and Irregularities: The Owner shall have the right to reject any or all Bids and to reject Bids not accompanied by required bid security or data required by the Bidding Documents or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.
- C. Acceptance of Bid:
 - 1. The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternate(s) accepted.
 - 2. It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available.

1.7 QUALIFICATION OF CONTRACTORS

- A. Disqualification: The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

1.8 POST-BID INFORMATION AND SUBMITTALS

- A. Performance Bond and Labor and Material Payment Bond: Performance Bond and Labor and Material Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in duplicate to the Architect-Engineer, together with the executed Owner-Contractor Agreements, within ten (10) days after notification of award of the Contract. Such bonds shall be issued by a surety company acceptable to the Owner and properly licensed in the State of Kansas, and shall be on AIA Document A312, March 1987 edition.
- B. Form of Agreement for the Work: Form of Agreement for the Work is bound herein. See Section 007100, AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor, as amended.
 - 1. By submitting a Bid, Contractor certifies acceptance of the terms and conditions of the Form of Agreement bound herein.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 002113