

1.00 INVITATION TO BID

Nabholz Construction Corporation (herein after referred to as “Nabholz” or “Construction Manager”) is accepting specialty contractor and supplier proposals for the below referenced project **on behalf of Shawnee Mission School District**. All proposals or bids received shall be submitted in accordance with the requirements of the Construction Manager’s Manual (the “CM Manual”). Plans and bidding documents will be available via internet link, or at various reprographic locations. Bidders should contact Nabholz for access to bidding documents.

Bid Packages will be due at the time and date listed below. Additional instructions and details pertaining to bid submission are listed herein.

.01 Project Information

Project Name:	SM Early Childhood Education Center Phase 2
SMSD Job Number:	22-028
Jobsite Address:	SM Early Childhood Education Center 6701 W. 83 rd Street, Overland Park, KS 66204
Job Description:	Renovations of existing interior classrooms, restrooms, corridors & common spaces.
Approximate Construction Start:	5/25/2023
Approximate Construction Finish:	7/28/2023
Are BIM/VDC Practices Required?	No
Is this a “Nothing Hits the Floor” Project?	Yes
Is this job prevailing wage?	No
Is this job taxable?	No

.02 Project Team Information

Nabholz Office:	17300 West 116 th Street, Lenexa, KS 66219
Nabholz Project Manager:	Kale Yoder, kale.yoder@nabholz.com ; (913) 274-5528
Nabholz Superintendent:	Zach Browne, zach.browne@nabholz.com ; (913) 523-6523
Nabholz Engineer:	Emma Lewis, emma.lewis@nabholz.com ; (913) 909-3135
Architect:	Kevin Cowan Architects, LLC
Architect Contact:	Annette Luikart ALuikart@kcarch.com
Architect Address:	7840 Conser St., Overland Park, KS 66204

.03 Prebid Meeting

Prebid Meeting Date:	12/21/2022
Prebid Meeting Time:	9:00AM
Prebid Meeting Location:	SM Early Childhood Education Center 6701 W. 83 rd Street, Overland Park, KS 66204
Is the Prebid Mandatory?	Attendance is mandatory to Bid Project. If you can not attend Prebid, contact Kale Yoder (kale.yoder@nabholz.com) to schedule walk through.

.04 Bidding Procedure

Bid Date:	1/9/2023
Bid Time:	2:00PM
Bid Submission Procedure:	Sealed bids online through BuildingConnected (Preferred), District will accept Physical Sealed Bids. Bids must be entered prior to 2:00PM.
Private or Public Opening:	Public
Bid Bond Required:	See attached Terms and Conditions on Bid Form
Bid Opening Location:	Public
RFI/Bid Question Deadline:	12:00 PM on 12/27/2022
RFI/Bid Question Process:	Bidders shall submit questions by email to Kale Yoder (kale.yoder@nabholz.com), Zach Browne (zach.browne@nabholz.com) & Emma Lewis (emma.lewis@nabholz.com) by the established deadline. Questions should reference specific details, plan sheets, specifications, or bid manual sections.
Addendum Issue Date:	1/3/2023

.05 SMSD Bid Requirements & Bid Form

BID No. 22-028 SM Early Childhood Education Center Phase 2

BID OF: _____

A CORPORATON ORGANIZED AND EXISTING UNDER THE LAWS

OF THE _____

A PARTNERSHIP CONSISTING OF _____

_____ PARTNERS:

OR: A SOLE PROPRIETOR; HERINAFTER CALLED THE BIDDER.

TO: **SHAWNEE MISSION PUBLIC SCHOOLS**
ATTN: Reed Beebe
8200 W. 71st Street
SHAWNEE MISSION KS 66204

The undersigned acknowledges that he has received and familiarized himself with the following:
Request for Bid
Shawnee Mission Public School District #512

Bid Number: 22-028 SM Early Childhood Education Center Phase 2

ADDENDA NO(s): _____ Received

The undersigned further acknowledges that he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, supervision and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required in accord with the bid documents for the consideration hereinafter set forth.
2. To hold his bid open for sixty (60) days after receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. **Contacto**r shall include in their bid proposal an allowance of \$2,000 for unforeseen conditions. It is understood that if such allowance is not utilized by this contract a subsequent deductive change order shall be executed to return any unused allowance funds to the school district.
4. To commence the work upon receipt of written Notice to Proceed, projected to be issued on or about _____, after approval of the bids by the Board of Education at its regularly scheduled meeting, and upon receipt of the District issued Purchase Order, to deliver the support systems for the project as required and to complete all work not later than dates identified per the schedule included in these bidding documents.

5. To accept the assessment of liquidated damages of \$_____ for each calendar day which the work is not complete, beginning with the first calendar day after the indicated Substantial Completion Date identified per the schedule included in these bidding documents.
6. All materials to be non-proprietary, as specified, or approval equal.

Lump Sum Base Bid _____ **Dollars**

(\$_____).

(Indicate bid in both numbers and words. In the case of a discrepancy between the two, the amount shown in words shall govern.)

Alternates

1. **Alternate 1:** Teachers Planning Room

Add/Deduct \$ _____

2. **Alternate 2:** MPR Room

Add/Deduct \$ _____

3. **Alternate 3:** Replace existing coiling door with light gauge wall and windows

Add/Deduct \$ _____

4. **Alternate 4:** New Ceiling & Lights in South Corridor

Add/Deduct \$ _____

5. **Alternate 5:** New Ceiling & Lights in North Corridor

Add/Deduct \$ _____

6. **Alternate 6:** New Ceiling & Lights in East Corridor

Add/Deduct \$ _____

7. **Alternate 7:** New Wood Doors

Add/Deduct \$ _____

8. **Alternate 8:** Replace flooring in Room 128 (Parents as Teachers)

Add/Deduct \$ _____

Voluntary Alternates

- 1. _____ Add/Deduct \$ _____
- 2. _____ Add/Deduct \$ _____
- 3. _____ Add/Deduct \$ _____
- 4. _____ Add/Deduct \$ _____

Unit Pricing

Hourly rates- attach a separate sheet for all relevant labor and equipment rates that are to be used for any other change order pricing. Include hourly rates for regular labor and hourly rates for premium labor. Include all overhead, profit, and burden in hourly rates.

- 1. _____ \$ _____

In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in the bidding has been reserved by the owner.

Procurement

- 1. Contractor has reviewed the attached schedule and has incorporated the schedule into this bid.
- 2. All contractors will be required to submit shop drawings, product data, and samples per the requirements above within (5) days from the date of Letter of Intent unless identified below.
- 3. It is assumed that all materials can be procured within 10 days from date of approved shop drawings. Any items that will take longer to be procured than 10 days are to be listed below with expediting cost if available:

- a. Material #1 _____ Fab/Del. Duration: _____ weeks
 - i. Expediting Cost \$ _____ New Fab/Del. Duration: _____ weeks.
- b. Material #1 _____ Fab/Del. Duration: _____ weeks
 - i. Expediting Cost \$ _____ New Fab/Del. Duration: _____ weeks.
- c. Material #1 _____ Fab/Del. Duration: _____ weeks
 - i. Expediting Cost \$ _____ New Fab/Del. Duration: _____ weeks.

Date this _____ day of _____, 2022.

Name of Bidder

Address of Bidder

Authorized Officer

Area Code/Telephone Number

Email Address

Website

Terms and Conditions

A. Bid Requirements and Considerations:

1. The Board of Education reserves the right to reject any or all bids, to accept any item or items in the bid, and to waive any informality in bids.
2. Each bid must be completed on SMSD bid forms.
3. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid.
4. Each bid shall be accompanied by bid security in the amount of five percent (5%) of the base bid, made payable unconditionally to the school district. This security will be submitted as evidence of good faith as a guarantee that, if awarded the contract, the bidder will execute required bonds and insurance within ten (10) days after receipt of Notice to Proceed.
5. Each bidder shall carefully examine the bidding documents and thoroughly inform himself with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omission from bidding documents, or should he be in doubt as to their meaning, he will at one and at least three days prior to bid date, notify the school district. Any subsequent addenda sent to bidders will become part of the contract documents.
6. Prior to submitting a bid, each bidder shall examine and thoroughly familiarize himself with all existing conditions; including applicable laws, codes, ordinances, rules, and regulations that will affect his work. Bidders shall visit the site, examine the existing conditions, and shall ascertain by reasonable means, all conditions that will in any manner affect the work. Contractors and/or bidders are required to check in with building authorities at the school immediately upon entering the school premises.
7. Prices quoted are to be free of all Federal, state, and local taxes, unless otherwise imposed by a governmental body and applicable to the work or material. The school district will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the contractor to purchase materials for incorporation into this project without paying sales tax, provided that the contractor furnishes the certificate number to the supplier.
8. When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education reserves the right, however, to decide upon its suitability for the intended use. Upon request, samples of substitute articles must be submitted.

9. **Online sealed bids will be accepted through BuildingConnected and are PREFERRED.**
-If turning in Physical Bids Envelopes containing bids must be sealed and marked on the lower-left hand corner with the firm name and address of the bidder, bid number, bid opening date, and bid opening time.
 - a. **No special effort shall be made to sort incoming mail for potential bids.**
 - b. **Bids not at the appointed place at time of bid opening will be rejected.**
 - c. **Faxed Bid/Proposals will not be accepted as sealed bids.**
10. If bid is accepted, USD #512 must be supplied with seller's employer identification number of social security number, per IRS regulations.
11. Each contractor is responsible for his/her own worker's compensation and liability insurance coverage. Shawnee Mission Unified School District #512 assumes this COVERAGE IS INCLUDED IN THE PRICE OF EACH BID TOTAL.
12. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturers regularly produced product which is similar and substantially equivalent will be considered. SMSD reserves the right to make final decisions as to the acceptability of comparable items.
13. Vendors who do not bid, but wish to remain on our bid list, should notify the Shawnee Mission USD #512 Purchasing Department in writing using the enclosed "Notice of No Response" form. Failure to do so may result in removal from this list.
14. If required by the bid form, the contractor shall submit with his bid a list of Contractors and other persons or organizations that will perform work on this project.

B. Form and Requirements of the Contract:

1. The form of contract will be a Purchase Order issued by Shawnee Mission School District. In submitting his bid for consideration, each bidder agrees to commence work as soon as practical upon receipt of the school district purchase order and subsequent execution of applicable bonds and certificates of insurance.
2. The district shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.
3. The contractor shall not commence work under this contract until he has obtained the owner's approval of a certificate of insurance providing evidence that he has obtained all the insurance required under this section, at least equal to the limits set forth hereinafter, with an insurance company acceptable to the owner.

All policies shall provide for ten (10) days written notice to the owner prior to effective date of any changes affecting the policy. Two copies of the certificate of insurance in a form acceptable to the owner shall be delivered to the owner. The contractor shall not allow any Contractor to commence work until the Contractor has obtained insurance coverage similar to that required of the contractor.

4. For projects with a value of \$20,000 or more; subsequent to award, the contractor shall furnish Performance Bond, Labor and Materials Payment Bond, and Kansas Statutory Bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. All such bonds shall be submitted to the school district prior to the commencement of any contract work.
5. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
6. The laws of the State of Kansas shall govern any contracts resulting from this bid. Actions must be filed in the Johnson County Courthouse in Johnson County, Kansas.
7. The seller shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used, in the performance of the contract, including its use by the Board of Education.

C. General Work Requirements.

1. The contractor will be required to start the work per the schedule included herein. Liquidated damages as stated on the bid form will be assessed for each consecutive calendar day which the work is not substantially complete, beginning with the first day beyond the substantial completion time stated. Substantial completion is the owner's ability to utilize the facility for its intended purpose. Shawnee Mission Public Schools will be the sole judge of substantial completion.
2. The owner reserves the right and may delay work if scheduling between school administration and contractor cannot be resolved.
3. It will be the contractor's responsibility to have the approaching licenses and permits required by the state and/or municipality in which the work will be performed. It is also the contractor's responsibility to make certain all work and material meets local and state codes. Bidders shall include permit fees in their bid.
4. The contractor shall observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the owner against any claim or liability arising from or based on any violation of the same. The contractor shall comply with all regulations of agencies having jurisdiction with respect to sanitation and safety during construction.
5. All items shall be new and unused, unless otherwise specified by the district, and in first class condition.
6. Contractor shall be responsible for protection of the adjacent spaces during all phases of the project, demolition material storage and new construction.
7. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

8. All work shall be of the highest quality. The contractor and Contractor shall check their work regularly for quality and conformance as the work is in progress. Unsatisfactory work shall be corrected immediately.
9. The contractor shall promptly correct work rejected by the owner or failing to conform to the requirements of the contract documents, whether observed before or after substantially completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including additional testing and inspections and compensation for owner services and expenses made necessary thereby.
10. As work is completed by the contractor/Contractor, it shall be his responsibility to remove all excess material, equipment and debris from the premises.
11. Upon substantial completion, a scheduled punch list inspection shall be conducted by the school district to identify any item(s) requiring additional work. All items noted on the punch list shall be accomplished by the contractor prior to final payment.

D. Miscellaneous Requirements

The law requires that Section 1 through 5 of KSA 44-1030 (as follows) are to be included in all contracts to which our agency is a party: Except those with contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000.00 or less, or who have fewer than four (4) employees:

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer" or similar phrase to be approved by the commission;
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of KSA 1976 Supp .44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If the contractor is found guilty of violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. The contractor shall include the provisions or paragraphs one (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such Contractor or vendor.

E. Payments to the Contractor:

In order for payment to occur on the "Payment Release Date", the vendor's INVOICE must be received into the Business Office by the school cut-off date (preferably earlier) so that sufficient time is allowed for the payment to actually be processed through the Accounts Payable system.

INVOICES MUST BE SUBMITTED TO THE APPROPRIATE PROJECT MANAGER TEN DAYS PRIOR TO THE SCHOOL CUT-OFF DATE.

CONTRACTOR AND VENDOR CODE OF CONDUCT

Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on school district property. The following items are prohibited on school district properties:

1. Physical or verbal contact with students or non-designated staff.
2. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
3. Drugs and/or alcohol consumed or present on district properties.
4. Firearms and hunting items.
5. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

INSURANCE REQUIREMENTS

- A. Worker's Compensation Insurance: Worker's Compensation and Employer's Liability Insurance as required by law to cover fully all employees.
- B. Bodily Injury and Property Damage Insurance: A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide damage arising from one accident, with not less than \$1,000,000 aggregate damages to, or destruction of property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than \$1,000,000 bodily injury and \$1,000,000 property damage per accident for any vehicle used on the project, whether owned, hired or nonowned.
- C. Special Insurance: Contractor for General Construction work shall take out and maintain insurance providing a minimum coverage of \$1,000,000 for the following hazards:

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the contractor's operations, or injury to or destruction of property above or below ground resulting therefrom.

Property damage insurance shall also cover the collapse of, or structural injury to, any building or structures on or adjacent to the owner's premises, or the injury to or destruction of equipment and/or property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavation below the ground, where the construction of a new structure or the demolition of any existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to, or the underpinning of, and existing structure or structures.

- D. Contractor's Insurance: If a part of this contract is sublet, the contractor shall either cover any or all Contractors in his insurance policies; **or** require each Contractor to secure insurance which will protect him against all applicable hazards not covered by the contractor's insurance.

Certificate and Maintenance of Insurance: The contractor shall submit three (3) copies of Certificate of Insurance to the owner. The required insurance shall be maintained in force until the project is completed.

.06 Site Specific Safety Considerations

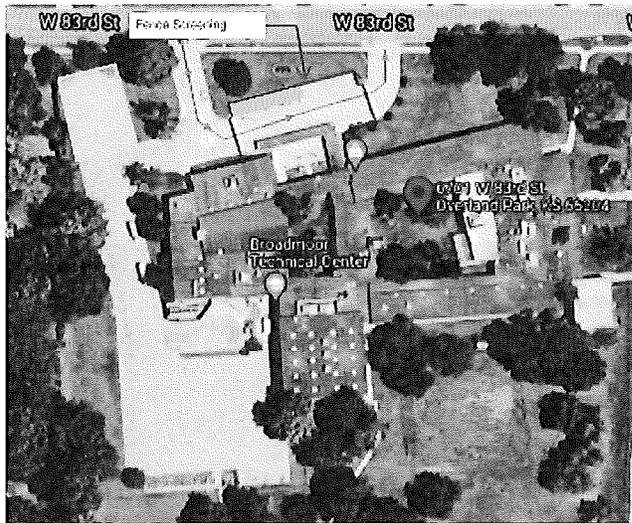
Project Safety Considerations	1. Condensed schedule & extended working hours
(in addition to Nabholz Safety Standards)	2. Student & Staff Safety
	3. Overhead Work
	4. Interior Trenching & Excavation
	5. Interior Demolition - Heavy
	6. Structural Steel Installation
	7. Weekly Tool-Box talks required
	8. Daily cleaning of jobsite to maintain safe working conditions

Job Conditions and Job Safety in accordance with all safety regulations, including, federal (OSHA), state, and local, Construction Manager policy, and Subcontract or Purchase Order shall be required of all personnel on the Project including Contractors, Suppliers, and second tier Contractors and Suppliers. Reference Site-Specific Safety Considerations (Section 1.05 of this Manual) and Nabholz Safety Standards (Section 5.02 of this Manual). In addition, Construction Manager will enforce a NO SUBSTANCE ABUSE policy, and will not permit the use of tobacco on the Project site.

Construction Manager is an AA/EOE. All Women Owned Businesses (WBE), Minority Owned Businesses (MBE), and Disadvantaged Business Enterprises (DBE), including women, minority, disabled or veteran-owned business, are encouraged to submit a proposal or bid.

.07 Site Logistics

Shawnee Mission Early Childhood Education Center SITE LOGISTICS PLAN



- Flow of traffic for deliveries
- Fencing for Construction Entrance
- Gate
- Dumpster
- Toilets
- Contractor Parking

Mobilization of equipment for site lay down area will occur on 5/29/23.

All materials, dumpsters, toilets and fencing will need to be removed by 8/1/23.



Site Logistics Plan - Shawnee Mission Early Childhood Education Center
6701 West 83rd Street, Overland Park, KS

Created By: Zach Browne 11.11.22