

ADDENDUM NO. 01

Issued: April 24, 2020
Project: Maintenance Offices Exterior Circulation Repair
2220 N. 59 th Street, Kansas City, Kansas 66104
Project No. 18002.00
Owner: Kansas City Kansas Public Schools
2010 N. 59th Street
Kansas City, Kansas 66106

Bidding Documents Issued: April 15, 2020

This Addendum includes this single page and the following attachments:
JE Dunn Front-End Revisions, consisting of 20 pages.

PROJECT MANUAL REVISIONS

- A1 KCKPS / USD 500 IFB-20-010**
 - A1.1 ADD section in its entirety.
- A2 ATTACHMENT A – USD 500 STANDARD TERMS & CONDITIONS**
 - A2.1 ADD section in its entirety.
- A3 SECTION 001116 – INVITATION TO BID**
 - A3.1 REPLACE section in its entirety.
- A4 SECTION 002113 – INSTRUCTIONS TO BIDDERS**
 - A4.1 REPLACE section in its entirety.

END OF ADDENDUM NO. 01





KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

MAINTENANCE OFFICES EXTERIOR CIRCULATION REPAIRS PROJECT NORTH CENTRAL OFFICE

BID No: IFB 20-010 ISSUE DATE: APRIL 15, 2020

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., May 5, 2020**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Director of Purchasing | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

BIDS WILL BE ACCEPTED ONLINE OR BY EMAIL

Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price).
- Award will be to ONE contractor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product or service offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.

- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the Vendor Registry site:
<https://vrapp.vendorregistry.com/Bids/View/Bid/4b7ce6d4-486b-45ed-bdc9-e9ecc7f5f36d?isBuyerAction=True>
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

INCLEMENT WEATHER/EMERGENCY POLICY

IF THERE IS A SCHOOL OR BUILDING CLOSURE THE DAY OF THE SCHEDULED BID OPENING, DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.

See Attachment A for Additional Terms & Conditions

ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or Contractor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. EXAMINATION OF INSTRUCTIONS, CONDITIONS AND/OR SPECIFICATIONS: Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachments, addendum or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance.
7. VERBAL STATEMENTS OF STAFF: Bidders shall not rely upon any oral statements or conversations they may have with District employees, agents, or representatives regarding the solicitation, whether at the Pre-Bid Conference or otherwise. All questions must be submitted by bidders in writing and shall be answered by the District in a written addendum to the solicitation.
8. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
9. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid. It is the responsibility of bidders to review the District website regularly for updates.
10. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
11. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
12. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
13. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
14. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
15. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
16. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
17. OFFER/ACCEPTANCE: The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted ONLY upon the issuance by U.S.D. 500 of a valid Purchase Order or other contractual documents.
18. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.

19. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
20. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
21. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
22. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
23. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
24. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
25. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
26. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
NO MUTUAL INDEMNIFICATION:
K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.
 - (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
 - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
 - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
27. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
 - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
 - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
 - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
 - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage

are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.

- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
 - (b) Best's Financial Size Category not less than Class VII
- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....Statutory

Employer's Liability

Bodily Injury by Accident.....\$1,000,000 each accident
Bodily Injury by Disease.....\$1,000,000 each employee
Bodily Injury by Disease.....\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 28. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

- 29. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

- 30. **BID BOND/PERFORMANCE BOND (Applicable ONLY to Construction/Remodel/Repair Projects, Unless Waived by the District).**

A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.

B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.

C. **NO BID BOND OR PERFORMANCE BOND IS REQUIRED FOR SERVICES**

- 31. **DISQUALIFICATION:**

A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:

- 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
- 2. Bidder's tendered bid is not received on the District's bid form;
- 3. Bidder's tendered bid is not signed;

4. Required bid bond is not furnished at time of bid opening;
 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
- B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
1. Refusal of the bidder to complete a contract or bid;
 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
32. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.
33. CONTRACTUAL PROVISIONS ATTACHMENT: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
34. INCLEMENT WEATHER/EMERGENCY POLICY
IF THERE IS A SCHOOL OR BUILDING CLOSURE THE DAY OF THE SCHEDULED BID OPENING, DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.



**SECTION 00 11 16
INVITATION TO BID**

04/24/20

Re: Kansas City Kansas Public Schools - Maintenance Office Exterior Circulation Repair
2020 N. 59th Street, Kansas City, Kansas 66104

Ladies and Gentlemen:

You are invited to Bid on the following Scope(s) of Work for the construction of the following Project. The following list highlights information associated with the Project that may be helpful in your bidding process. You should review the Bidding Documents in their entirety to ensure that your Bid is complete, responsive and acceptable.

PROJECT NAME *Kansas City Kansas Public Schools - Maintenance Office Exterior Circulation Repairs*

PROJECT DESCRIPTION *Repairs to the exterior concrete and rails of the Maintenance office for Kansas City Kansas Public Schools.*

PRE-BID CONFERENCE There will be a pre-bid site walk conducted at the Kansas City Kansas Public Schools Maintenance Office located at 2020 N. 59th Street, Kansas City, Kansas 66104 at 1:00 PM on 23 April 2020. Attendance is strongly recommended.

In addition, a virtual pre-bid conference will be held at 1:00 PM on 24 April 2020 for the purpose of answering any questions from prospective Bidders regarding the Scopes of Work on the Project. Attendance is strongly recommended. No other Pre-bid Conference will be held. Contact Sean Mitchell for meeting details.

BIDDING DOCUMENTS Bidders may obtain Bidding Documents electronically at www.smartbidnet.com

BID FORM Bids shall be submitted on the Bid Form provided in Sections 00 41 23 or 00 41 26 **without modification, alteration, condition or reservation** and with each space properly completed in ink or by typewriter. Include all required attachments. **Bids not in this form may be rejected as nonresponsive.**

BID BONDS Bid Bonds are required on this Project. The Bid Bond shall be provided pursuant to the Instructions to Bidders and in the form attached in Section 00 43 13.

PUBLIC BIDDING This Project is a public project governed by competitive bidding requirements. Any modification, clarification or deviation from the Bid

Form or Scope of Work Bid Package could cause the Bid to be rejected as nonresponsive.

BID DUE DATE

Bids will be received until the Bid Times stated below on 05 May 2020. Bids will be received on behalf of the Owner by Construction Manager at <https://vrapp.vendorregistry.com/Bids/View/Bid/4b7ce6d4-486b-45ed-bdc9-e9ecc7f5f36d?isBuyerAction=True> In order to abide by CDC guidelines no physical bid opening will take place. Submit bid to the vendor registry link located above. Reference Addendum 01 Attachment A for further bid submission guidelines. **Please direct the Bid(s) to the attention of Sean Mitchell.**

LENGTH OF VALIDITY OF BID

All Bids shall be valid for acceptance by the Owner for a period of **Forty-Five (45) calendar days** after submission of the Bid(s).

INTERPRETATION AND ADDENDA

Requests for interpretations, clarifications, corrections or changes of the Bidding Documents must be made in writing at least **seven (7) calendar days** prior to the date for receipt of Bids. No Addenda will be issued later than **two (2) business days** prior to the date for receipt of Bids except for the limited situations set forth in the Instructions to Bidders.

SUBSTITUTIONS

Substitutions will be allowed as provided in the Instructions to Bidders and pursuant to Division 01.

INSURANCE REQUIREMENTS

Insurance requirements are included in the Prime Contract, General or Supplemental Conditions.

PREVAILING WAGES

Prevailing wages are not required on this Project.

LIQUIDATED DAMAGES

Liquidated damages are set forth in the General Conditions.

MBE/WBE GOALS

MBE/WBE goals are not required on this Project. However, it is requested that Bidders actively solicit minority contractors, suppliers and their organizations.

TAXES/EXEMPTIONS

This Project is exempt from state sales and use tax. See Instructions to Bidders for more information.

OTHER SPECIAL REQUIREMENTS

There are no other special requirements on this Project.

QUESTIONS

All questions regarding this Section 00 should be directed to the Construction Manager.



Kansas City Public Schools Maintenance Office Exterior Circulation Repair

BID SCHEDULE:

Sealed bids will be received by the Construction Manager on behalf of the Owner on Bid Due Date per the following schedule:

Bid Package No.	Scope of Work	Bid Time
01	All Scopes – Concrete, Pipe and Tube Railings, Joint Sealants, Traffic Coatings	May 5 th , 20 2:00 PM CST

All times are local time. Bids will be opened in a virtual setting due to current safety concerns. Bids received after the times listed above for the particular Scope of Work will be not be accepted. Bids shall be in accordance with the Instructions for Bidders. **Please reference the link included in “Attachment A” for bid submission.**

NOTE. EACH BID SHALL BE ACCOMPANIED BY BID SECURITY AS DEFINED HEREIN AND A COPY OF THE SCOPE OF WORK FOR THE BID PACKAGE.

BID DOCUMENTS:

Bid Documents are also available for review at the following Plan Rooms:

www.Smartbidnet.com	

Sincerely,

Sean Mitchell
J.E. Dunn Construction Company
sean.mitchell@jedunn.com

cc: File

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

<u>Title</u>	<u>Section</u>	<u>Title</u>	<u>Section</u>
General	1	Qualification of Bidders	11
Definitions	2	Bidder Representations	12
The Bidding Documents	3	Modification and Withdrawal of Bids	13
Examination of Bidding Documents and Site	4	Rejection of Bids	14
Interpretation and Addenda	5	Acceptance of Bid (Award)	15
Substitution	6	Bond Requirements	16
Pre-Bid Conference	7	Form of Agreement between Owner and Contractor	17
Time and Place to Receive Bids	8	Tax Exemption	18
The Bid	9		
Bid Security	10		

1. GENERAL

1.1. The Project is being constructed under a Construction Management-Agency delivery method with the work being performed by multiple-prime contractors contracting directly with the Owner. The Construction Manager has been engaged for this Project to serve as an advisor to the Owner and to provide assistance in administering the Contract for Construction between the Owner and each Contractor, according to a separate contract between the Owner and Construction Manager.

1.2. The Owner is accepting Bids for the Scope(s) of Work identified in the Invitation to Bid on a Lump Sum basis.

1.3. Bidders are required to study carefully and conform to these instructions in order that their Bid(s) be complete, responsive and acceptable.

2. DEFINITIONS

2.1. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Prime Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

2.2. The Agreement or Prime Contract is the form of agreement between Owner and Contractor included in the Contract Documents.

2.3. An Alternate Bid or Alternate is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents and the Specifications, is accepted by the Owner.

2.4. The Architect is the architectural firm identified herein which has entered into a contractual agreement with the Owner to provide certain design services for the Project. The term Architect shall also refer to its subconsultants.

2.5. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deleted for sums stated in Alternate Bids and Unit Prices.

2.6. A Bid is the offer of a Bidder submitted on a complete and properly executed Bid Form stating the sum(s) for performing the Scope(s) of Work set forth in the Bid Form submitted in accordance with the Bidding Documents.

2.7. A Bidder is a person or entity who submits a Bid for the Scope(s) of Work set forth in the Bid Form.

2.8. Bidding Documents include the Bidding Requirements, Contract Documents and other

documents included in the Project Manual which govern the bidding process.

2.9. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, and other sample bidding and contract forms contained in the Project Manual and all Addenda.

2.10. As further discussed herein, the Bid Security shall be the submission of an approved Bid Bond, Cashier's Check or Certified Check furnished by the Bidder and made payable to the Owner for the amount stipulated in the Instructions to Bidders.

2.11. The Contract Documents consist of the form of Agreement or Prime Contract, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract and all other documents identified in the Agreement.

2.12. The Contractor or Trade Contractor or Prime Contractor shall refer to the entity that will enter into an agreement directly with the Owner to provide labor and material for a particular Scope of Work.

2.13. The Scope of Work is the Work described and identified for a specific aspect of the Project.

2.14. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Scope(s) of Work.

2.15. The Successful Bidder is the responsible Bidder who submits the lowest and best Bid responsive to the Bidding Requirements and to whom the Owner, on the basis of the Owner's evaluation, will make an award.

2.16. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or labor as described in the Bidding Documents.

2.17. The Work means the construction and services required by the Contract Documents including all labor, material, equipment and other services provided or to be provided by the

Contractor to fulfill the Contractor's obligation under the Contract Documents.

2.18. The word furnish when used means furnish completely, including all work and associated costs for: materials, shop drawings, transportation, insurance, field measurements, expediting, shipping, handling, packaging, storage, touch up materials, owners manuals, training, and any other accessories required for a complete installation. Shipping methods and delivery dates for furnished items shall be coordinated with the receiver/ installer and shall include all reasonable provisions required for unloading. (Proper container, lift gate if required.)

2.19. The word install when used means install completely, including all work and associated costs for: receiving, unloading, unpacking, verification of quantity and condition, inventorying, hoisting, rigging, equipment, lifts, storage, hangars, supports, sleeves, coordination, layout, shop drawings, review of shop drawings by others, field measurements, excavation, backfill, dewatering, installation, cutting and patching, firestopping, daily clean up, inspections, documentation, protection of own work and work of others, rough-in, testing, as-built drawings, and all other accessories, services and facilities required for a complete installation. Repair or replace items damaged, misplaced, stolen, or otherwise deemed unfit for installation as determined by the Architect after proper inventorying of materials and/or equipment supplied by others.

2.20. The word provide when used means furnish and install completely, including all work and associated costs for: furnishing, installing, materials, labor, equipment, layout, tools, and any other temporary or permanent facilities required to complete the work.

2.21. Terms of art and other words not specifically defined herein have the same meaning as those used and/or defined in the Contract Documents.

3. THE BIDDING DOCUMENTS

3.1. Bidding Documents will be made available or distributed by the Construction Manager as provided in the Invitation to Bid.

3.2. Bidders shall use complete sets of Bidding Documents in preparing its Bid(s). Neither the Owner, the Construction Manager nor the Architect assumes any responsibility for errors, mistakes, misinterpretations or incomplete Bids resulting from the use of incomplete sets of Bidding Documents.

3.3. In making copies of the Bidding Documents available on the above terms, the Owner does so only for the purpose of obtaining Bids on the Scopes of Work and does not confer a license or grant permission to use for any other reason.

4. EXAMINATION OF BIDDING DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder, before submitting a Bid, to

4.1.1. carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Scope of Work for which the Bid will be submitted;

4.1.2. visit and examine the Project site to become familiar with local conditions that may effect cost, progress, performance or furnishing of the services or work;

4.1.3. consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the services or work; and

4.1.4. notify the Construction Manager immediately of all conflicts, errors, inconsistencies or ambiguities discovered in the Bidding Documents.

4.2. SITE INFORMATION

4.2.1. Within the Bidding Documents, there **may** be reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (“Geotech Reports”). If the

Geotech Reports are not included in the Bidding Documents, they will be made available to Bidders upon request. It is strongly recommended that those who are bidding on a Scope of Work which may be impacted by subsurface conditions should obtain and review the Geotech Reports.

4.2.2. The Bidding Documents **may** identify reports and/or drawings relating to Asbestos, PCB, Petroleum, Hazardous Waste or Radioactive Material (“Hazardous Materials”). Copies of these reports and drawings will be made available to Bidders upon request. Provisions relating to responsibilities for such conditions are set forth in the Contract Documents.

4.2.3. These reports, drawings and other documents referenced in this section are not part of the Contract Documents. Bidders are responsible for any interpretation or conclusion they draw from any technical data or any other data, interpretations, opinions or information contained in such reports or drawings or shown or indicated in other documents related to subsurface conditions or Hazardous Materials.

4.3. Upon reasonable notice, Owner will provide Bidders access to the site to conduct such examinations, inspections and studies as each Bidder deems necessary for the submission of a Bid.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions regarding the meaning or intent of the Bidding Documents are to be directed to the Construction Manager.

5.2. Bidders and Sub-bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they discover upon examination of the Bidding Documents, the Project site and the local conditions.

5.3. Bidders and Sub-bidders requiring interpretation, clarification, correction or change of the Bidding Documents shall make a written

request which must reach the Construction Manager within the time set forth in the Invitation to Bid.

5.4. Written requests received after the time set forth in the Invitation to Bid **may** not be answered.

5.5. Interpretations, clarifications, corrections and changes to the Bidding Documents considered necessary by the Architect or Construction Manager in response to such questions or otherwise will be made by Addenda.

5.6. No Addenda will be issued later than the time set forth in the Invitation to Bid except for an Addendum withdrawing the request for Bids or postponing the date for receipt of Bids.

5.7. Notification of Addenda will be faxed or delivered to all who are known to have received a complete set of Bidding Documents.

5.8. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

5.9. It is the responsibility of each Bidder to ascertain and confirm, prior to submitting a Bid, that the Bidder has received all Addenda issued. The Bidder shall also acknowledge its receipt of all Addenda on the Bid Form.

5.10. Only interpretations, clarifications, corrections and changes made by formal written Addenda will be binding. Interpretations, clarifications, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

5.11. In the case of an ambiguity, inconsistency or error in the Bidding Documents that is not clarified by Addendum, the higher quality, more expensive option and greater quantity of Work shall be provided in accordance with the Construction Manager's and Owner's interpretation.

5.12. Failure of a Bidder to notify the Construction Manager of a known ambiguity, inconsistency or error in the Bidding Documents

shall waive the Bidder's right to seek additional time or compensation for such ambiguity, inconsistency or error.

6. **SUBSTITUTIONS**

6.1. Unless otherwise specifically required, reference in the Specifications to any product, material, equipment, type or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition.

6.2. The products, materials and equipment described in the Bidding Documents establish a standard of required design, spare parts availability, strength, durability, usefulness, serviceability, operating cost, convenience, and for the purpose intended to be met by any proposed substitution.

6.3. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed.

6.4. No request for substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Construction Manager within the time set forth in the Invitation to Bid. **Requests for substitution will not be considered when proposed with a Bid.**

6.5. Requests for substitutions will only be considered under the following procedures:

6.5.1. The request is made under the "or approved equal" or the "or approved substitute" provisions of the Contract Documents.

6.5.2. The request is received within the time period set forth in the Invitation to Bid.

6.5.3. The request includes the name of the material, product, equipment or system for which it is to be substituted, correlated to specification section and page; all basic data and characteristics of the proposed substitute so that a direct comparison may readily be made.

6.5.4. The request fully complies with all other requirements set forth in Division 01.

6.6. It is the sole responsibility of the Bidder making the request to submit complete descriptive and technical information necessary for the Architect to evaluate the substitution.

6.7. The burden of proof of the merit of the proposed substitution is upon the Bidder making the request. **The Architect’s decision of approval or disapproval of a proposed substitution shall be final.**

6.8. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth by written Addendum. An approval of a request for substitution made in any other manner will not be binding, and Bidders shall not rely upon an approval made in any other manner.

6.9. No substitutions will be allowed subsequent to the Contract award unless specifically provided for in the Contract Documents.

7. **PRE-BID CONFERENCE**

7.1. A pre-bid conference will be held at the date, time and location stated in the Invitation to Bid.

7.2. Representatives of Owner, Architect and Construction Manager will be present to discuss the Project and answer questions regarding the Bidding Documents and bidding procedures. All Bidders are encouraged to attend and participate in the conference.

8. **TIME AND PLACE TO RECEIVE BIDS**

8.1. Sealed Bids will be received until the times on the date set forth in the Invitation to Bid. Bids received after these times will not be accepted and returned unopened.

8.2. Deliver sealed bids to the location stated in the Invitation to Bid. Bids delivered to the wrong location will not be considered or accepted. Bids shall only be submitted via vendor registry.

9. **THE BID**

9.1. Lump Sum Bids will be received from Bidders for the Scopes of Work identified in the Bidding Documents. A Bid shall include all Work defined within the Scope of Work, including but not limited to the relevant Specification Section(s) and Bidding Documents.

9.2. Bids are to include all labor, applicable taxes, insurance, licenses, permits, tools, equipment, materials, services, supervision, profit, overhead and incidentals necessary or required for the construction of the Scope(s) of Work identified in the Bidding Documents. Bids shall include the cost of complying with the safety requirements contained herein.

9.3. Bids shall include the following documents and attachments:

9.3.1. Bid on the Bid Forms provided in the Bidding Documents

9.3.2. Bid Bond

9.3.3. Bidder’s Scope of Work

9.4. **FORM AND STYLE OF BIDS**

9.4.1. Bids shall be submitted on the Bid Form provided **without modification, alteration, condition or reservation** and with each space properly filled in by typewriter or manually in ink and include all required attachments. **Bids not in this form or submitted as a proposal or in a different form may be rejected as nonresponsive.**

9.4.2. Bids shall be submitted through vendor registry. Please reference the link provided in “Attachment A – Bid Instructions for bid submission. Please disregard any reference to physical sealed bids as the Construction Manager has issued instruction to abstain from physical copies due to the current pandemic.

Bids sent by mail shall be enclosed in a separate mailing envelope with the notation “Sealed Bid Enclosed” on the face thereof.

9.4.3. The Bid shall state the total lump sum price to do all Work described in the Bidding

Documents under a single bid package, or at the Bidders option, any combination of bid packages. Dollar amounts shall be stated in both words and figures and, in the case of a discrepancy between the two, the amount written in words shall govern. If the Bidder intends to submit a Combination Bid, it must do so using the Combination Bid form included in the Bidding Documents.

9.4.4. Each Bidder shall bid all Alternates and Unit Prices that pertain to its Scope of Work requested in the Bid Form. The Bid for Alternates and Unit Prices described in the Bidding Documents, shall include all overhead, profit and the cost of all changes required from Base Bid conditions in order to incorporate such Work described.

9.4.5. Each Bid shall be executed and signed (with the name and title typed or clearly printed below the signature) by and in the name of the Bidder.

9.4.5.1. Bids from a partnership shall be signed in the partnership's name by at least one partner, or in the partnership's name by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, dated and executed by all partners of the firm.

9.4.5.2. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name followed by the words "By _____." The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

9.4.5.3. Bids from joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

9.4.5.4. Bids from an individual doing business under a firm name shall be

signed in the name of the individual doing business under the proper firm name.

10. BID SECURITY

10.1. A Bid Bond, Cashier's Check or Certified Check for Bid Security made payable to the Owner in an amount equal to 5% of the Bid amount must be submitted with the Bid, pledging that the Bidder will:

10.1.1. enter into a Prime Contract with the Owner under the terms stated in the Bidding Documents AND

10.1.2. furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

10.2. Should the Bidder refuse to enter into such Prime Contract, withdraw its Bid(s) during the acceptance period or fail to furnish such bonds, the amount of the bid security shall be paid to the Owner immediately as liquidated damages, not as a penalty.

10.3. The Bid Bond shall be written on an AIA Document A310, Bid Bond (2010), 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 the power of attorney. A copy of the A310 is included in Section 00 43 13.

10.4. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either:

10.4.1. the Prime Contract has been executed and bonds have been furnished;

10.4.2. the specified time has elapsed so that Bids may be withdrawn; OR

10.4.3. all Bids have been rejected.

11. QUALIFICATION OF BIDDERS

11.1. The Bidder must be qualified to perform the Work. The Bidder must demonstrate its ability, experience, efficiency, integrity, reputation, capacity of personnel and financial resources to properly and timely perform the Work described in the Bidding Documents to be considered a responsible Bidder.

11.2. To demonstrate the Bidder's qualification to perform the Work described in the Bidding Documents, the Bidder is strongly encouraged to submit and/or update the necessary information on J.E. Dunn's online Subcontractor Management System located at www.jedunn.com/spq/ or complete the qualification statement included in the Bidding Documents, if provided.

12. BIDDER REPRESENTATIONS

12.1. Each Bidder, by submitting its Bid, represents that:

12.1.1. The Bidder has examined, carefully studied and understands the Bidding Documents, including all Addenda and other related information, and its Bid is made in accordance therewith.

12.1.2. The Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents.

12.1.3. The Bidder is familiar with all federal, state and local Laws and Regulations that may affect cost, progress or performance of the Work.

12.1.4. The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception unless otherwise approved.

12.1.5. The Bid(s) have been derived at independently without consultation, communication or agreement as to any matter relating to the Bid(s) with any other Bidder or with any competitor.

12.1.6. The Bidder will not later request, and will not later expect to receive, additional payment for work related to conditions which could be determined by examination of the site and the Bidding Documents.

12.1.7. The Bidder will agree to contract under the Contract Documents as provided including project-specific modifications, if any, made at a later time, without clarification or modification.

12.2. By submitting a Bid, the Bidder agrees that any protest, controversy, dispute or claim arising from the Invitation to Bidders, the Bidder's submission of the Bid, the Owner's or Construction Manager's rejection of any Bid and/or the award of a Prime Contract shall be subject to the same dispute resolution requirements as are set forth in the Contract Documents, which are incorporated herein by this reference.

13. MODIFICATION OR WITHDRAWAL OF BID

13.1. Bids may not be withdrawn, modified or canceled for the period of time set forth in the Invitation to Bid following the time and date for the receipt of Bids. If a Bidder withdraws, modifies or cancels its bid during that time period, the amount of the bid security shall be paid to the Owner immediately as liquidated damages, not as a penalty, and the Bidder waives any and all defenses it or its Surety may have to the payment of the bid security.

13.2. Prior to the time and date for the receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and shall be in accordance with the following provisions.

13.2.1. Facsimile, email or other forms of written notice to modify or withdraw a Bid must be received prior to the date and time for receipt of Bids.

13.2.2. Once the notice to withdraw a Bid is received, the Bid will be removed from the other submitted Bids and returned to the Bidder unopened.

13.2.3. Notices to modify a Bid must be followed by a modified Bid submitted in the form and style set forth herein prior to the date and time for receipt of Bids.

14. REJECTION OF BIDS

14.1. The Owner reserves the right to reject any or all Bids, including, without limitation, the right to reject Bids that are incomplete, irregular, nonconforming, nonresponsive, unbalanced or conditional.

15. ACCEPTANCE OF BIDS (AWARD)

15.1. Bids will not be accepted after the actual time and date established for receipt of Bids.

15.2. In awarding the Prime Contract, the Owner may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing. The inability of any Bidder to meet the requirements mentioned above may be cause for rejection of the Bid.

15.3. The Owner shall give written notice of the award of the Prime Contract to the Successful Bidder ("Notice of Award").

15.4. Bidder to whom award of Contract is made shall execute the Prime Contract with the Owner and provide all necessary documents within **seven (7) calendar days** after the Notice of Award.

15.5. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

15.6. It is the intent of the Owner to award a Prime Contract to the lowest, responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding

Documents and does not exceed the funds available.

15.7. The Owner shall have the right to waive informalities or irregularities in any Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest.

15.8. The Construction Manager and Owner may interview the apparent low Bidder before a Prime Contract is awarded. The interview will enable the Construction Manger and Owner to ask the Bidder questions about materials, labor, duration, Scope of Work, the Contract Documents or the Bidder's Qualifications.

15.9. The Prime Contract may be terminated by the Owner, in its sole 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 Prime Contract.

15.10. The Owner will prepare and forward three (3) original drafts of the Prime Contract with the Notice of Award to the Successful Bidder. Bidder shall return properly executed drafts of these Documents, together with required evidence of insurance and bonds to the Owner within **seven (7) calendar days** of receipt of the Notice of Award.

15.11. SUBMITTALS

15.11.1. Successful Bidders shall, within seven (7) calendar days of the Notice of Award, submit the following information to the Construction Manager in one (1) copies:

15.11.1.1. A designation of the Work to be performed by the Bidder with its own forces.

15.11.1.2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.

15.11.1.3. A list of names of the subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design)

proposed for the principal portions of the Work.

15.11.2. Successful Bidders will be required to establish, to the satisfaction of the Construction Manager and Owner, the reliability and responsibility of the subcontractors and suppliers proposed to furnish and perform the Work described in the Bidding Documents.

15.11.2.1. Prior to the Notice to Proceed, the Construction Manager will notify the Bidder in writing if either the Owner or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Construction Manager has reasonable objections to a proposed person or entity, the Bidder may submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution.

The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, the Bid Security will not be forfeited.

15.11.3. Persons and entities proposed by the Successful Bidder to whom the Owner and Construction Manager have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Construction Manager.

16. BOND REQUIREMENTS

16.1. The Successful Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder (“Payment and Performance Bonds”). Payment and Performance Bonds may be secured through the Bidder’s usual sources.

16.2. The cost for furnishing such Payment and Performance Bonds shall be included in the Bid.

16.3. Payment and Performance Bonds shall be written on a form and by a surety acceptable to the Construction Manager and Owner. The surety must be rated “A-” or better with a treasury rating less than or equal to the face value of the bond.

16.4. Each Successful Bidder will be required to submit two (2) copies of the Performance and Payment Bonds to the Construction Manager, within seven (7) calendar days of the Notice of Award and, prior to moving on site or beginning Work.

16.5. If the Work is to be commenced prior thereto in response to a letter of intent or limited authorization to proceed, the Bidder shall, prior to commencement of the Work, provide insurance and submit evidence satisfactory to the Owner that such Payment and Performance Bonds will be furnished and delivered in accordance with the Bidding Documents.

16.6. Unless otherwise provided, the bonds shall be written on AIA Document A311/CM, Performance Bond and Payment Bond written in the full amount of the Contract Sum naming the Owner as the obligee. The Payment and Performance Bond forms are included in the Bidding Documents in Section 00 61 13.

16.7. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

17. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

17.1. Unless otherwise provided, the Agreement for the Work will be written on the AIA Document A132, Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum, as amended and modified, included in Section 00 52 00.

18. TAX EXEMPTION

18.1. Supplies, materials and equipment incorporated into the Project are exempt from

Kansas City Public Schools Maintenance Office Exterior Circulation Repair

payment of State sales and use tax. Accordingly, all bids shall be made without sales and use tax.

18.2. See Section 00 62 90 for more information regarding tax exemption.