

SECTION 00100

INSTRUCTIONS TO BIDDERS

PROJECT: Fire Station #34
Reconstruct Sewer and Drive

BID NO: 04-0083

DATE OF ISSUE: November 29, 2004

ARCHITECT: Lynn Walker, AIA, Project Architect
LAW/KINGDON, INC.
Architects & Engineers
345 Riverview
Wichita, Kansas 67201-1094
(316) 268-0230

PROJECT SITE LOCATION: 3914 West 71st Street South
Haysville, Kansas

OWNER AND ADDRESS: Sedgwick County Facility Project Services
Munger Building, First Floor
538 North Main
Wichita, Kansas 67203

Bids shall be made in accordance with these Instructions to Bidders.

- A. Responses to this invitation will be accepted only from licensed contractors meeting city/county codes for work outlined in this bid invitation.
- B. Bidding Documents shall include the Invitation for Bids; Bid Form; and AIA Document A107 – 1997, including project manuals, instruction to bidders, request for bid, any supplemental conditions, and addenda issued prior to receipt of Bids.
- C. Bids must be on a lump sum basis.
- D. Bidder Qualifications: Any or all Bidders may be required by the Owner to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Bid, but may be requested at the Owner's option. Such information may include, but not be limited to, the following:
 - 1. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
 - 2. Proof of registration with the Kansas Secretary of State.
 - 3. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
 - 4. Evidence the Bidder maintains a permanent place of business.
 - 5. A current financial statement.
- E. EXAMINATION:
 - 1. BEFORE SUBMITTING A BID, each Bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and

the conditions and limitations under which the work is to be performed.

2. SUBMISSION OF A BID will be considered presumptive evidence that the Bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Bid made allowances for all conditions, requirements and contingencies.
3. Bidders requiring clarification of interpretation of the Bidding Documents shall make such requests (in writing only) of the Architect/Engineer at least seven (7) days before the date for receipt of Bids.
4. No substitutions will be considered unless a written request has been submitted to the Architect/Engineer for approval at least seven (7) days before the date for receipt of Bids. Samples, etc. shall be submitted then to permit evaluation and notification of Bidders.
5. Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections, or changes to the Bidding Documents made in any manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

F. ADDENDA:

1. DISCREPANCIES OR OMISSIONS in the documents will be clarified in the form of an Addendum sent to all known plan holders. Bidders finding discrepancies, omissions, or who are in doubt as to the meaning of any portion of the Contract Documents, should immediately request an interpretation from the Architect. In response, the Architect shall issue an addendum and the Contractor shall rely solely on information contained in the Addenda about said discrepancy or omission. Neither the Architect nor the Owner will be responsible for any other form of instructions or interpretations given to the Contractor, either verbal or written.
2. ADDENDA received by Bidders shall be acknowledged by same on their Bid Form.

G. SUBSTITUTIONS:

1. Each Bidder represents that his Bid is based upon materials and equipment described in the Bidding Documents.
2. No substitution will be considered unless written request has been submitted to the Architect in duplicate for approval at least seven (7) days prior to the date of receipt of Bids. Each such request shall include a complete description of the proposed substitute, drawings, cut sheets, performance or test data, or information necessary for a complete evaluation. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.

H. PREPARATION OF BIDS:

1. BIDS shall be made on unaltered Bid Forms furnished by the Architect, or detached from this Project Manual
2. FILL IN all blanks on the Bid Form with ink or type. Blanks left on Bid Form may cause a Bidder to be disqualified.
3. SIGN BID FORM in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

4. RECAPITULATION of work to be done shall not be included with any Bid.
5. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.

I. IDENTIFICATION AND SUBMISSION OF BID:

1. Bids must be submitted in a sealed envelope and marked on the lower left-hand corner with the firm name and address, Bid number, Bid opening date, and Bid opening time. All copies of the (1) Bid and (2) Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face thereof. **Provide one (1) original and two (2) copies.**

J. MODIFICATION AND WITHDRAWAL OF BID:

1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period that a Bidder's Bid Security is held following the time and date designated for the receipt of Bids. The Bidder so agrees in submitting his Bid.
2. WITHDRAWAL BEFORE BID OPENING: A Bid may be withdrawn at any time before Bid opening, but may not be resubmitted.
3. AFTER BID OPENING: No Bid may be withdrawn or modified, except where the award of contract has been delayed for more than 90 days.

K. IN THE EVENT OF AN AWARD, the responsible Bidder offering the lowest and best Bid price meeting the Specifications will be required to enter into Contract and provide proof of insurance required for the Project. Said Bidder shall also provide a Performance Bond for the full amount of the Contract. The Performance Bond, in the amount of 100% of the Contract amount must be submitted within ten (10) calendar days after notice of award of contract. Failure to return these Documents within the required time period may cause a cancellation of the Award.

L. CONSIDERATION OF BIDS/SELECTION PROCESS:

1. Bids received will be opened and read aloud publicly.
2. The Owner shall have the right to accept Alternates in order listed and to determine the lowest and best Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
3. The Owner will award a Contract to the lowest and best responsible Bidder provided that:
 - a. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents.
 - b. The Bid is judged to be reasonable.
 - c. The Bid does not exceed the funds available.
 - d. The Bid complies with the Instructions to Bidders and Mandatory Requirements.
 - e. The Completion time is satisfactory to the Owner.
 - f. Evidence of the experience, qualifications and financial responsibility of the Bidder and his Subcontractors and the time of completion are all satisfactory to the Owner.
 - g. The County reserves the right to reject Bidders in accordance with the Invitation for Bid.
4. Bids will be screened by a Review Committee consisting of the Project Manager, Fire

Department, Purchasing Director and the Project Architect.

5. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with the Owner or employee of the Owner during the bid process. Bid process is complete after award is made by the Board of County Commissioners.
 6. The Owner shall have the right to waive any informality and/or irregularity in any Bid.
 7. The Owner shall have the right to reject any and all Bids.
- M. TIME FOR COMPLETION: All Bidders are required to state on the Bid Form the time needed for all work under the general contract to be completed, which would yield their best Bid. Unless otherwise required, this time frame shall be stated in calendar days and shall represent the Contractor's commitment to complete the project on schedule. The contractual period will begin with the issuance of Notice To Proceed and continue through completion of the project. A formal Contract will be issued.
- N. UPON SATISFACTORY COMPLETION of the Contract, a formal CERTIFICATE OF PROJECT COMPLETION will be forwarded to the Contractor by the Project Architect. The date of completion of the Project will be the starting date of the guarantee period.
- O. ALL WORK shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act of 1990.
- P. TAXES: Materials and equipment incorporated in the Work are exempt from payment of sales tax under the laws of the State of Kansas
- Q. PROJECT TIME LINE:
1. The following dates are provided in addition to those previously stated to help interested Contractors in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.
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| Pre-Bid Meeting | Friday, December 10, 2004, 11:00 a.m. CST |
| Bids Due in Purchasing | Tuesday, December 21, 2004, 1:45 p.m. CST |
| Bid Opening | Tuesday, December 21, 2:00 p.m. CST |
| Board of Bids and Contracts | Thursday, December 23, 2004, 10:00 a.m. CST |
| Board of County Commissioners | Wednesday, December 29, 2004, 9:00 a.m. CST |
- R. NOTICE TO PROCEED:
1. No work shall commence until the Owner issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the Facility Project Services Office, Munger Building, First Floor, 538 North Main, Wichita, Kansas 67203 by the selected vendor:
 - a. The Contract signed by the representative with authority and ability to do so.
 - b. Performance and Statutory Bonds with the attached powers of attorney. Attach the receipt from the Clerk of the District Court to the Statutory Bond.
 - c. Certificate of Insurance including Contractor's General Automotive Liability and Workers Compensation Insurance.
 - d. List of subcontractors and suppliers, as well as proof of a valid Contractor's license from the jurisdiction in which the Work is being performed, is required for both Contractor and applicable sub-contractors.
 - e. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.

- f. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
 - g. Construction Schedule with major milestones identified.
- 2. Such documents must be delivered within ten (10) days of the Owner's written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the Owner, and the Owner will award a contract to the next lowest and best Bid.
- 3. The successful Bidder shall not make claim either for time or money against the Owner for labor or materials performed or delivered prior to issuance of the Notice To Proceed.
- 4. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.
- 5. The County intends to issue a Contract and Notice To Proceed within sixty (60) days of receipt of Bids.
- 6. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been issued by Sedgwick County and affixed to the Notice To Proceed. A sales tax exemption "Completion Certificate" will be issued at the time the Purchase Order is written.

END OF SECTION 00100