

INVITATION FOR BIDS

#06-0038

Project: Sedgwick County
Juvenile Court Facility
1900 E. Morris
Wichita, Kansas

- A. Pre-bid meetings will be held in the Training Room, 2nd floor, Juvenile Detention Facility, 700 S. Hydraulic, Wichita, Kansas, at 2:00 p.m. on October 17, 2006. Attendance is mandatory for General Contractors; General Contractors who do not have a representative present at this pre-bid meeting will not be eligible to submit a Bid for award recommendation.
- B. Responses to this Invitation for Bid will be received in the Sedgwick County Purchasing Department, located at ECCO Plaza, 604 N. Main, Suite F, Wichita, Kansas, until 1:45 p.m. on November 14, 2006. Late Bids will not be accepted and will not be considered for award recommendation.
- C. Bids/responses will be opened that day at a meeting to publicly receive and open responses to all competitive solicitations at 2:00 p.m. the same day. These meetings will generally be held at the Sedgwick County Purchasing Department, located at ECCO Plaza, 604 N. Main, Suite F, Wichita, Kansas. All interested parties are invited to attend this meeting, as bids/responses will be received and publicly opened and read aloud.

A Contract will be awarded to the lowest responsible and best Bidder meeting specifications and appropriately licensed to do specific work outlined in these Documents.

- D. Plan sets will be available at the following plan rooms:

Plan Rooms Note: Due to the secure nature of these Documents, plan rooms shall not scan or place on the Internet any information included in these Documents, including Drawings, Specifications, Addenda, etc.

- 1. Kansas Construction News Report
230 Laura, P.O. Box 11613
Wichita, Kansas 67211
Phone: (316) 263-0265
 - 2. Dodge/Scan
5700 Broadmoor, Suite 100
Mission, Kansas 66202
Phone: (913) 261-6200
- E. A recommendation for award will be made to the Board of Bids and Contracts at its regular meeting Thursday, November 30, 2006, at 11:00 a.m., generally held in the County Commission Meeting Room located at 525 North Main, third floor, Wichita, Kansas, although this location could change.

F. Project Scope: This Project involves the partial demolition, site and building construction of a new 1- and 2-story Juvenile Court Facility building of approximately 23,000 square feet, a court services addition of 2,500 square feet, as well as remodel space as shown on the Drawings of approximately 38,000 square feet.

G. Bidding Documents:

1. Due to the secure nature of these Documents, plan rooms shall not scan or place on the Internet any information included in these Documents, including Drawings, Specifications, Addenda, etc. No reproduction or dissemination of information within this Bidding Documents is permitted.
2. Complete sets of Bidding Documents shall be used in preparing Bids.
3. Neither the Owner nor the Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner or Architect/Engineer, in making copies of the Bidding Documents available, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
5. Bids shall include furnishing all labor, materials, equipment and performing the Work for the above-described Project in strict accordance with the Bidding Documents and any Addenda.
6. Bidding Documents may be obtained from:

Gossen Livingston Associates, Inc.
420 S. Emporia
Wichita, KS 67202
Telephone (316) 265-9367 Fax: (316) 265-5646

7. Refundable Bid Document Deposit: \$250 per set, payable to Gossen Livingston Associates, Inc.

H. During Bidding period, inquires regarding Bidding Documents and Bid selection process should be directed to both parties below:

Rick Holbrook, AIA
Gossen Livingston Associates, Inc.
420 S. Emporia
Wichita, KS 67202
Telephone (316) 265-9367 Fax: (316) 265-5646
e-mail: rholbrook@gossenlivingston.com

Emily Dudley
ECCO Plaza
604 North Main, Suite F
Wichita, KS 67203
Telephone: (316) 660-7260 Fax: (316) 383-7055
e-mail: edudley@sedgwick.gov

I. Owner's Representative for the duration of the Project:

Paula Downs, Senior Project Manager
Project Services
Munger Building
538 North Main
Wichita, Kansas 67203
Telephone: (316) 660-9865 Fax: (316) 383-7673
e-mail: pdowns@sedgwick.gov

J. Bidder's Representation: In order to induce the Owner to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the Owner:

1. The Bidder and their subcontractors are financially solvent and possess sufficient working capital to complete the Work, and perform all obligations hereunder.
2. The Bidder is able to provide the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform the Bidder's obligations hereunder.
3. The Bidder is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and over the Work and the Project.
4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidder's duly authorized powers.
5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; and has sought or will timely seek any and all necessary clarifications prior to submitting the Bid; and that the Bid is made in accordance with the foregoing.
6. The Bidder has visited the Project and is completely familiar with the local and special conditions under which the Work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents.
7. The Bid is based upon the materials, systems and equipment described in the Bidding Documents without exception.
8. The Bidder certifies that his Bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all Bids for the Project result from a free, open and competitive bidding environment.
9. The Bidder possesses a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity and nature of this particular Project, and that the Bidder will perform the Work with the care, skill and diligence of such a Contractor.
10. The Bidder acknowledges that the Owner is relying upon this Bidder's skill and experience in connection with the Work being bid herein.
11. That complete sets of Bidding Documents were used in the preparation of the Bid and that neither the Owner nor the Architect is responsible for errors or misinterpretations resulting from the use of incomplete sets of such Documents.

The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance of the Work and (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the Owner's final acceptance of and

payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.

K. Bid Guarantee:

1. Bid Security is required in the amount of at least 5 percent of the Bid plus all add Alternates. In case of multiple prices in a Bid or Alternate, write for the maximum possible Contract amount. Bid Security can be in the form of a certified or Cashier's Check or Bid Bond acceptable to Sedgwick County. Checks are to be made payable to the Sedgwick County Clerk and drawn on a solvent Kansas bank or trust company. These checks or bonds will be retained by Sedgwick County until the purchase order has been awarded.
2. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas. Bid Bonds shall be submitted on AIA Document A310, latest edition, as issued and approved by the American Institute of Architects.
3. Bid Security will be retained by the Sedgwick County Clerk until the Contract for the Project has been completed and is a guarantee that if awarded the Contract, the Bidder will enter into a Contract and give bonds as required. In the event the successful Bidder fails to consummate a signed Contract, through no fault of the Owner, Bid Security shall be retained by the Owner as liquidated damages and not as a penalty.
4. Sedgwick County reserves the right to retain the Bid Security of the 3 lowest Bidders until the successful Bidder has entered into an Agreement or until 90 days after Bid opening, whichever is the shorter. All other Bid Securities will be returned as soon as practicable.

- L. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate, including minority men and women owned businesses, in the roles of general contractors and subcontractors. If your company does not fall into either of these categories, your efforts to contract with vendors who fall in these categories are appreciated.

END OF INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS

Project: Sedgwick County
Juvenile Court/District Attorney Facility
1900 E. Morris
Wichita, Kansas

Architect: Gossen Livingston Associates, Inc.
420 S. Emporia
Wichita, Kansas 67202

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

1. Responses to this invitation will be accepted only from General Contractors who have been licensed to do business in Sedgwick County.
2. A current copy of General Contractor's insurance policy shall be submitted with the completed Bid Form.
3. Bidding Documents shall include the Invitation for Bids; Bid Form; and proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
4. Bids must be on a lump sum basis.
5. Bidder Qualifications: For the duration of the Project, all Prime Bidders shall be located within Sedgwick County, Kansas, and 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:
 - a. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
 - b. Proof of registration with the Kansas Secretary of State by foreign corporations.
 - c. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
 - d. Evidence the Bidder maintains a permanent place of business.
 - e. A current financial statement.
6. Examination:
 - a. 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.
 - b. 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.
- c. In reviewing these Documents, it is evident that certain information, if disclosed to the public, may jeopardize security of Sedgwick County, and appropriate measures will be taken to maintain confidentiality.
 - d. Bidders requiring clarification of interpretation of the Bidding Documents shall make such requests, in writing only, of the Purchasing Department at least 7 days before the date for receipt of Bids.
 - e. No substitutions will be considered unless a written request has been submitted to the Architect/Engineer for approval at least 7 days before the date for receipt of Bids. Samples, etc., shall be submitted then to permit evaluation and notification of Bidders.
 - f. Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.
7. Addenda:
- a. 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.**
 - b. ADDENDA received by Bidders shall be acknowledged by same on their Bid Form.
8. Substitutions:
- a. Each Bidder represents that his Bid is based upon materials and equipment described in the Bidding Documents.
 - b. No substitution will be considered unless written request has been submitted to the Architect in duplicate for approval at least 7 days prior to the date for receipt of Bids. Each such request shall include a complete description of the proposed substitute, drawings, cuts 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 Addendum.
9. Preparation of Bids:
- a. BIDS shall be made on unaltered Bid Forms furnished by the Architect, or detached from this Project Manual.
 - b. FILL IN all blanks on the Bid Form with ink or type. Blanks left on Bid Form may be cause for disqualification of Bidder.
 - c. 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.
 - d. RECAPITULATION of Work to be done shall not be included with any Bid.

- e. 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.

10. Identification and Submission of Bid:

- a. Bids must be sealed in an 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.
- b. Provide two originals and six copies.

11. Modification and Withdrawal of Bid:

- a. 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.
- b. **WITHDRAWAL BEFORE BID OPENING:** A Bid may be withdrawn at any time before Bid opening, but may not be resubmitted.
- c. **AFTER BID OPENING:** No Bid may be withdrawn or modified, except where the award of contract has been delayed for more than 90 days.

12. In the event of an Award, the responsible Bidder offering the lowest Bid and best Bid price meeting the Specifications will be required to enter into Contract, and said Bidder shall provide a Performance Bond for the full amount of the Contract. The Performance Bond, in the amount of 100 percent of the Contract amount, must be submitted within 15 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.

13. Consideration of Bids/Selection Process:

- a. Bids received will be opened and read aloud publicly.
- b. The Owner shall have the right to accept Alternates in any order or combination and to determine the best responsible Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
- c. The Owner will award a Contract to the lowest and best Bidder provided that:
 - (1) The Bid conforms to and has been submitted according to the requirements of the Bidding Documents.
 - (2) The Bid is judged to be reasonable.
 - (3) The Bid does not exceed the funds available.
 - (4) The Bid complies with the Instruction to Bidders and Mandatory Requirements.
 - (5) The completion time is satisfactory to the Owner.
 - (6) 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.
 - (7) The County reserves the right to reject Bidders in accordance with the Invitation For Bid.
- d. Bids will be screened by a Review Committee consisting of the Project Manager, Staff from the District Court and District Attorney's Office, and the Purchasing Director. This Committee will evaluate each firm's response.

- e. 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 before the opening of responses to the document.
 - f. The Owner shall have the right to waive any informality and/or irregularity in any Bid received.
 - g. The Owner shall have the right to reject any and all Bids.
14. Time for Completion and Liquidated Damages: 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. The Agreement will include a stipulation that liquidated damages will be assessed in the amount of \$800 per calendar day after Completion Date that the Work is not Substantially Complete.
15. Successful Contractor will be required to complete a "Project Subcontracting Work Sheet," which will be used to track minority classification of subcontractors. This form will need to be updated throughout the Project and must be made available to the County upon request. This form must be submitted to Purchasing at the completion of the Project. A copy of this form is included in the Bid package, at the end of the Contracting Requirements Section.
16. 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 substantial completion of the Project will be the starting date of the Guarantee period.
17. 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.
18. Taxes: Materials and equipment incorporated in the Work are exempt from payment of sales tax under the laws of the State of Kansas.
19. Project Time Line: 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.

Contract Documents on the Street	Monday, October 9, 2006
Pre-bid Meeting	Tuesday, October 17, 2006, 2:00 p.m.
Last Questions Due to Purchasing	Wednesday, November 1, 2006
Final Addendum Issued	Monday, November 6, 2006
Bids Due in Purchasing	Tuesday, November 14, 2006, 1:45 p.m.
Bid Opening	Tuesday, November 14, 2006, 2:00 p.m.
Review Bids/Interviews	November 14 through November 29, 2006
Board of Bids and Contracts	Thursday, November 30, 2006, 11:00 a.m.
Board of County Commissioners	Wednesday, December 6, 2006

20. Notice to Proceed:

- a. 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 Project Services Office, Munger Building, 538 N. Main, Wichita, Kansas 67203 by the selected vendor:
 - (1) The Contract signed by the representative with authority and ability to do so.
 - (2) Performance and Statutory Bonds with the attached powers of attorney. Attach the receipt of the Clerk of the District Court to the Statutory Bond.
 - (3) Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
 - (4) List of subcontractors and supplier's proof of a valid Contractor's license from the jurisdiction in which the Work is being performed for both contractor and applicable subcontractors is required.
 - (5) Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated before all other dated submittals.
 - (6) 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.
 - (7) Construction Schedule with major milestones identified.
- b. Such documents must be delivered within 15 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.
- c. 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.
- d. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.
- e. The County intends to issue a Contract and Notice To Proceed within 90 days of receipt of Bids.
- f. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been requested by Sedgwick County and affixed to the Notice to Proceed.

END OF INSTRUCTIONS TO BIDDERS