

INVITATION FOR BIDS

RFB#09-0059

PROJECT: Expansion of the Sedgwick County Regional Forensic Science Center

PRE-BID MEETING will be held in the Forensic Science Center, 1109 N. Minneapolis, Wichita, Kansas, beginning at 1:30 p.m. on March 30, 2009. Attendance is not mandatory however this will be the only time to meet directly with County Staff and the architect to answer questions concerning this project. Anyone interested in participating in the pre-bid meeting may attend in person or via teleconference. Anyone participating by teleconference should make prior arrangements by calling (316) 660-7260 no later than **Friday, March 27th at 5:00 p.m. CDT.**

RESPONSES TO INVITATION FOR BID will be received in the office of the Sedgwick County Purchasing Department, located in the Finance Department, Sedgwick County Main Courthouse, 525 N. Main, Suite 823, Wichita, Kansas 67203, until **1:45 p.m. CDT** on April 21, 2009. Late bids will not be accepted and will not be considered for award recommendation.

BID RESPONSES WILL BE OPENED AT 2:00 p.m. CDT on April 21, 2009. These meetings will be held in the Finance Department, Main Courthouse, 525 N. Main, Suite 823, Wichita, Kansas 67203. 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 responsive, responsible and best bidder meeting specifications and appropriately licensed to do specific work outlined in these documents.

PLAN SETS WILL BE AVAILABLE FOR VIEWING ONLY AT THE FOLLOWING PLAN ROOM:

Kansas Construction News Report
230 Laura, P.O. Box 11613
Wichita, Kansas 67211
Phone: (316) 263-0265, fax (316) 263-0267

A RECOMMENDATION FOR CONTRACT AWARD will be made to the Board of Bids and Contracts at its regular meeting **on Thursday, April 23, 2009 at 10:00 a.m. CDT**, generally held in the County Commission Meeting Room, Sedgwick County Courthouse 525 North Main, third floor, Wichita, Kansas 67203, although this location could change.

CONTRACT AWARD: will be made by the Board of County Commissioners on **April 29, 2009.**

PROJECT SCOPE: Project scope will consist of an approximate 7,500 square foot addition to the existing Sedgwick County Regional Forensic Science Center, 1109 N. Minneapolis, Wichita, Kansas, 67214. Structural frame will be a mix of masonry bearing walls, structural steel framing, light-gauge structural framing, and pre-cast concrete walls. Roof structure will be a mix of bar joists, pre-cast concrete roof panels, and light-gauge structural joists with TPO roofing. Exterior finish to be predominantly face brick veneer.

BIDDING DOCUMENTS:

1. Complete sets of Bidding Documents shall be used in preparing Bids.
2. Neither the Owner nor the Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. 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.
4. 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.
5. Bidding documents may be obtained from:

Sedgwick County Project Services
538 N. Main
Wichita, Kansas 67203
Telephone: (316) 660-9865
M-F 8:00 a.m. – 5:00 p.m.

6. There will be **NO** Bid Document Deposit for this set of Documents.

DURING BIDDING PERIOD:

Inquiries regarding Bidding Documents or Bid/Selection process should be directed to:

Iris Baker, Purchasing Director
Sedgwick County Courthouse
525 North Main, Suite 823
Wichita, Kansas 67203
Telephone: 316/660-7260 Fax: 316/383-7055
E-mail: ibaker@sedgwick.gov

Owner's Representative for the duration of the project:

Paula Downs, Project Services Manager
Sedgwick County Project Services
538 North Main
Wichita, KS 67203
Telephone: 316/660-9865 Fax: 316/383-7673
E-mail: pdowns@sedgwick.gov

Architect's Representative:

Stan J. Landwehr, Principal
WDM Architects P.A.
105 N. Washington
Wichita, Kansas 67202
Telephone: 316/262-4700 Fax: 316/262-0002
E-mail: slandwehr@wdmarchitects.com

BIDDERS 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 Bidders obligations hereunder;
3. The bidder will be authorized to do business in the State of Kansas, and will be properly licensed by the City of Wichita to do this work.
4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidders 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 approved materials, systems and equipment described in the Bidding Documents without exception, including all warranties, coordination and components required to perform the Work.
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 Work with 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.

BID GUARANTEE:

1. Bid Security is required in the amount of at least 5 percent of the Bid plus all additional Alternates. In case of multiple prices in a Bid or Alternate, write for the maximum possible 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 that 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 a Contract or until 90 days after Bid opening, whichever is the shorter. All other Bid Securities will be returned as soon as practicable.

Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate, including minority and women owned business, 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.

General Contractor will be required to maintain a subcontractor worksheet throughout the project and will submit the worksheet to the County at anytime requested.

END OF INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS

PROJECT: Expansion of the Sedgwick County Regional Forensic Science Center

COUNTY BID NUMBER: 09-0059

ARCHITECT: WDM Architects P.A.
105 N. Washington
Wichita, Kansas 67202

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

Responses to this Invitation will be accepted only from General Contractors who are licensed to do business in the City of Wichita. Applications will also be accepted from General Contractors who have applied to receive a reciprocal license.

A copy of General Contractor's Certificate of Insurance will be required to be submitted with the bid at the time the bids are due. Insurance policy will be due from the successful contractor as part of the required documents prior to issuance of the notice to proceed.

Bidding Documents shall include the Invitation for Bids; Bid Form; and proposed Contract Documents, including any Addenda issued prior to receipt of Bids.

Bids must be on a lump sum basis.

Bidder Qualifications: For the duration of the project, all Prime Bidders shall be located within Sedgwick County, Kansas or establish an office in 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.

Examination:

a. BEFORE SUBMITTING A BID, each bidder shall examine carefully all documents pertaining to the Work and visit the site to fully inform them self 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 Director** at least 7 days before the date for receipt of Bids.

e. 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.

Addenda:

- a. DISCREPANCIES OR OMISSIONS in the documents will be clarified in the form of an electronic 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 and Purchasing Director. 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.

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 Purchasing Director and 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.

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.

Identification and Submission of Bid: Contractor shall provide one (1) Original of the Bid Form, Bid Security and other supplemental information required to be submitted with the Bid. All of the Bid Documents shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face. The firm name and address, bid number, bid opening date, and bid opening time shall be provided in the lower left-hand corner of the envelope.

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.

In the event of an Award, the lowest, responsive, responsible and best bid price meeting the specifications will be required to enter into a contract required for the Project. Said Bidder shall also provide a Performance Bond for the full amount of the Contract. The 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 30 calendar days after award of contract. Failure to return these documents within the required time period may cause a cancellation of the award.

Consideration of Bids/Selection Process:

- a. Bids received will be opened and read aloud publicly.
- b. Alternates will be accepted in the order listed in the Bid Form. Owner shall have the right to determine the acceptable 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, responsive, responsible and best Bidder provided that:
 - 1. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents and includes the Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
 - 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 bidding documents.
- d. Bids will be screened by a Review Committee consisting of the Project Manager, Purchasing Director and Forensic Science Center Staff.
 - 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.

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 \$265.00 Per calendar day after Completion Date that the Work is not Substantially Complete.

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 Warranty period.

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.

Taxes: Materials and equipment incorporated in the Work are exempt from payment of sales tax under the laws of the State of Kansas.

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.

Pre-Bid Meeting*	Monday, March 30, 2009 at 1:30 p.m.
Last Addendum Issued	Monday, April 13, 2009
Bids Due in Purchasing	Tuesday, April 21, 2009 at 1:45 p.m.
Bid Opening	Tuesday, April 21, 2009 at 2:00 p.m.
Board of Bids and Contracts	Thursday, Apr. 23, 2009 at 10:00 .m.
Board of County Commissioners	Wednesday, April 29, 2009 at 9:00 a.m.

* **Pre-Bid Meeting will be held at the Forensic Science Center, 1109 N. Minneapolis, Wichita, Kansas.**

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 North 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. 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 for both contractor and applicable sub-contractors is required.
 4. 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.
 5. 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.
 6. Construction Schedule with major milestones identified.
 7. Insurance Certification for payment.
- 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 Notice to Proceed within 30 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 Purchase Order and Notice to Proceed.

END OF INSTRUCTIONS TO BIDDER

BID FORM

BID PROVIDED BY:

(Company Name)

TO: Paula Downs, Project Services Manager
Facility Project Services
Munger Building
538 North Main
Wichita, Kansas 67203

I have received the Bid Documents, Specifications, and Construction Documents, collectively known as the Contract Documents for construction of the

Expansion of the Sedgwick County Regional Forensic Science Center

as prepared by WDM Architects P.A.

In submitting this Bid, I agree:

1. To hold my Bid open for 90 days after the date of this Bid.
2. To enter into and execute the Work, if awarded on the basis of this Bid, and to proceed in accordance with the requirements of the General Conditions and Contract Form.
3. To provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the Work in accordance with the proposed Contract Documents.
4. To remove and haul away from the construction site any and all debris arising from this contract and to assume sole liability for all removal, handling, and dumping of debris.
5. To comply with any and all local, state, federal or other governmental laws, rules and regulations with respect to the transportation, disposal, and dumping of debris and other excavated materials and Contract shall secure any and all necessary permits and approvals incident to said transportation, dumping and disposal.
6. To further agree to indemnify and hold the Owner and Designer harmless from any and all claims and/or damage of any kind whatsoever as a result of the Contractor's performance of this contract.

7. That attached to this bid is one copy of the Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.

8. **CALENDAR DAYS:**

The Undersigned agrees to reach Substantial Completion of the work in _____ consecutive calendar days from the date of Notice to Proceed.

The Undersigned agrees to reach final completion of the Work in _____ consecutive calendar days from the date of Substantial Completion.

9. **BASE BID:**

To complete the base bid work, in the time stipulated, in accordance with the Bidding Documents for the lump sum price of: _____

10. **ALTERNATES:**

Alternate No. 1 - Provide complete air and water balancing to all HVAC, hydronic and lab hood devices within the existing building. Make adjustment and repairs as needed to provide a system that meets the design numbers shown on the original contract documents for the project. Provide leak testing to all underground chilled water piping prior to connection of the new chiller. Copies of the existing building can be obtained from the county upon request. JCI to provide all new controls, automated valves/dampers and actuators for the entire HVAC, hydronic and laboratory hood systems within the existing building. JCI to also monitor all UV lighting and alarm if not functioning as designed. TAB contractor to work closely with JCI to aid in providing a system meeting the original criteria. Mechanical contractor to replace any items that are not functioning properly that are not covered by JCI.

Alternate No. 1 Lump Sum Price: _____

Alternate No. 2 - Provide all demolition (pipe and concrete), piping replacement, underground containment piping, excavation and new concrete for all buried chilled water piping from the chiller to the mechanical room. All chilled water piping to be welded schedule 40 black iron with PCV containment piping. All concrete to be of the same thickness as existing and tied in with rebar to the existing slab.

Alternate No. 2 Lump Sum Price: _____

11. **ADDENDA:**

The Bidder acknowledges receipt of the following numbered Addenda:

None () #1 () #2 () #3 () #4 () #5 ()

11. **AGREEMENTS:**

The Undersigned agrees to the following terms and conditions:

- a. An incomplete Bid, or other information not requested which is written on this Bid Form, may be cause for rejection.
- b. Read the Invitation for Bids and the Instructions to Bidders carefully.
- c. The Owner reserves the right to reject any or all Bids and to waive all technicalities should such action be deemed to be in the best interest of the Owner.
- d. This Bid may not be withdrawn for a period of 90 calendar days following the receipt and opening.
- e. Failure to acknowledge receipt of any Addendum issued may be cause for a Bid rejection.
- f. In the event that changes to the Work are required, the undersigned agrees that ten percent (10%) total between General and Subcontractors of his net costs shall be added thereto for Overhead, Profit and General Requirements (including, but not limited to, Insurance and Bonds).

12. **MAJOR SUBCONTRACTORS:**

The Undersigned acknowledges the following named major subcontractors are to be used for their respective division of work. Contractors shall identify by type, any disadvantaged minority and women-owned businesses used as a subcontractor for this project.

Electrical Subcontractor _____

Mechanical Subcontractor: _____

Controls Subcontractor: _____

Data Cabling Subcontractor: _____

Roofing Subcontractor: _____

13. **DECLARATIONS:**

The Undersigned hereby declares he has carefully examined the Drawings and Specifications, has visited the actual location of the Work, has satisfied himself as to all conditions and understands that, in signing this Form of Bid, he waives all right to plead any misunderstandings regarding same and agrees to be bound by the provisions of said Drawings and Specifications and all statements made therein.

The Undersigned proposes to enter into Contract and to furnish and pay for the specified Bonds and other required Documents within 15 working days after notification of award of Contract.

SIGNATURE AND SEAL

DATED THIS _____ DAY OF _____, 2009.

LEGAL NAME OF PERSON, FIRM OR
CORPORATION

MAILING ADDRESS OF ABOVE

(Affix Corporate Seal here)

SIGNATURE

TELEPHONE NUMBER FAX NUMBER

E-MAIL

Tax Information Required

Please provide 1099 reporting number

Federal ID Number: _____

Or Social Security Number: _____

Business Name: _____

Address: _____

City, State and Zip Code: _____

Please check appropriate space:

____ Individual/Sole Proprietor ____ Corporation ____ Partnership
____ LLC ____ Other _____