

INVITATION FOR BIDS – 09-0092

PROJECT: Boundless Playground Parking Lot
6501 West 21st Street North
Wichita, KS 67212

PRE-BID MEETING:

will be held on site at 6501 West 21st Street North in the Horseshoe Shelter, beginning at **1:00 p.m. CDT** on **Thursday, April 2, 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.

Bidders are encouraged to examine bidding document as early as possible. **In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to the Senior Purchasing Agent no later than 5:00 p.m. CDT on Monday, April 6, 2009.**

RESPONSES TO INVITATION FOR BID:

will be received in the Sedgwick County Purchasing Department, located at Finance Department, Main Courthouse, 525 N. Main Street, Suite 823, Wichita, Kansas, until **1:45 p.m. CDT** on Tuesday, April 14, 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 Tuesday, April 14, 2009.

This meeting will be held in the Finance Department, Main Courthouse, 525 N. Main, Suite 823, Wichita, Kansas. All interested parties are invited to attend this meeting, as bids/responses will be received, 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 ROOMS:

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

PLAN SETS CAN BE PICKED UP AT:

Sedgwick County Project Services
538 North Main Street
Wichita, Kansas 67203
M-F 8:00 am - 5:00 pm
There will be **NO** Bid Document Deposit for this set of Documents.

A RECOMMENDATION FOR CONTRACT AWARD:

will be made to the Board of Bids and Contracts at its regular meeting **Thursday, 10:00 a.m. CDT on April 16, 2009**, generally held in the County Commission Meeting Room located at 525 North Main, third floor, Wichita, Kansas, although this location could change.

CONTRACT AWARD:

Board of County Commissioners will consider award on **April 22, 2009**.

PROJECT SCOPE:

This project shall construct a 1.2 acre asphalt parking lot with 130 stalls. The parking lot will include storm drainage.

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.

DURING BIDDING PERIOD:

Inquiries regarding Bid Documents, Bid/Selection process or any requests for information about this specific project shall be directed only to:

Joe Thomas, Senior Purchasing Agent

Sedgwick County Courthouse

525 North Main, Suite 823

Wichita, KS 67203

Telephone: (316) 660-7265 Fax: (316) 383-7055

E-mail: jethomas@sedgwick.gov

OWNER'S REPRESENTATION:

Owner's Representative for the duration of the Project:

Rob Lawrence, Senior Project Manager

Sedgwick County Project Services

538 North Main Street

Wichita, Kansas 67203

Telephone: (316) 660-9865 Fax: (316) 383-7673

E-mail: rlawrenc@sedgwick.gov

Architect's Representative:

Lee Engler

WDM Architects P.A.

105 North Washington

Wichita, Kansas 67202

Telephone (316) 262-4700 Fax (316) 262-0002

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 will be authorized to do business in the State of Kansas, and will be properly licensed to do this work.
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 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 their 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 a 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 Contract amount.
2. 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 contract has been awarded.
3. 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.
4. Bid Bonds shall be submitted on AIA Document A310, latest edition, as issued and approved by the American Institute of Architects.
5. 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.
6. 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 60 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 Kansas vendors as possible the opportunity to participate, including minority 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.

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

END OF INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS

PROJECT: Boundless Playground Parking Lot
6501 West 21st Street North
Wichita, KS 67212

COUNTY BID NUMBER: 09-0092

ARCHITECT: Lee Engler
WDM Architects P.A.
105 North Washington
Wichita, Kansas 67202
Telephone (316) 262-4700 Fax (316) 262-0002

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

- A. Responses to this invitation will be accepted only from General Contractors who are licensed to do business in Sedgwick County.
- B. Applications will also be accepted from General Contractors who have applied to receive a reciprocal license.
- C. 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.
- D. Bidding Documents shall include the Invitation for Bids; Bid Form; and proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
- E. Bids must be on a lump sum basis and shall be the Contract Amount.
- F. 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:
 1. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
 2. Proof of registration with the Kansas Secretary of State by foreign corporations.
 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.

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. 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.

4. In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to the Senior Purchasing Agent no later than 5:00 p.m. CDT on Monday, April 6, 2009.
5. No substitutions will be considered unless a written request has been submitted to the Senior Purchasing Agent and the Architect for approval by 5:00 p.m. CDT on Monday, April 6, 2009.
6. Samples, etc., shall be submitted then to permit evaluation and notification of Bidders.
7. Any interpretation, correction or change of the Bidding Documents will be made by written 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:

1. DISCREPANCIES OR OMISSIONS in the documents will be clarified in the form of an electronic Addendum and will be posted on the County web site. 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 Senior Purchasing Agent. In response, the Architect shall issue an addendum and the contractor shall rely solely on information contained in the written 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.

Substitutions:

1. Each Bidder represents that their 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 Senior Purchasing Agent and the Architect, in duplicate, for approval by 5:00 p.m. CDT on Monday, April 6, 2009. 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:

1. BIDS shall be made on unaltered Bid Forms furnished by the County, 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 be cause for disqualification of Bidder.
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.

Identification and Submission of Bid:

1. Contractor shall provide one (1) Original and two (2) copies of the Bid Form, Bid Security and other supplemental information required to be submitted with the Bid.
2. 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:

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 60 days.

In the event of an Award, the lowest, responsive, responsible and best bid price meeting the Specifications will be required to enter into Contract 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 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:

1. Bids received will be opened and read aloud publicly.
2. 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.
3. The Owner will award a Contract to the lowest, responsive, responsible and best Bidder provided that:
 - a. 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.
 - b. The Bid is judged to be reasonable.
 - c. The Bid does not exceed the funds available.
 - d. The Bid complies with the Instruction 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 Bidding Documents.
4. Bids will be screened by a Review Committee consisting of the Project Manager, staff from Sedgwick County Park and the Senior Purchasing Agent.

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 before the opening of responses to the document.
6. The Owner shall have the right to waive any informality and/or irregularity in any Bid received.
7. 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 \$132.50 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.

Project out for bid – Monday, March 30, 2009
Pre-bid Meeting – Thursday, April 2, 2009 at 1:00 p.m. CDT
Last questions received – Monday, April 6, 2009 at 5:00 p.m. CDT
Last Addendum Issued – Tuesday, April 7, 2009 at 5:00 p.m. CDT
Bids Due in Purchasing – Tuesday, April 14, 2009 at 1:45 p.m. CDT
Bid Opening – Tuesday, April 14, 2009 at 2:00 p.m. CDT
Board of Bids and Contracts – Thursday, April 16, 2009 at 10:00 a.m. CDT
Board of County Commissioners – Wednesday, April 22, 2009 at 9:00 a.m. CDT

Notice to Proceed:

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, 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. 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 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 before all other dated 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.

Such documents must be delivered within 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.

1. 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.
2. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.
3. The County intends to issue a Notice To Proceed within 30 days of receipt of Bids.
4. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been provided by Sedgwick County and affixed to the Purchase Order and the Notice to Proceed.
5. Contractor must submit Insurance Policy.

END OF INSTRUCTIONS TO BIDDERS