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| **SMSD_black**  **SHAWNEE MISSION UNIFIED SCHOOL**  **DISTRICT NO. 512**  Return sealed envelope to:  Shawnee Mission Unified Schools  Purchasing Department  7235 Antioch  Shawnee Mission, Kansas 66204  **ATTN: EVERETT MORGAN**  **E-MAILED OR FAXED BIDS**  **WILL NOT BE ACCEPTED.** | DATE: January 26, 2017 BID NO. 17-002    BID TITLE:  **SMSD District Stadium – South Location**  **Fencing**  Bids will be accepted until and then publicly opened on:  Date: **February 15, 2017**  Day: **Wednesday**  Time: **2:00 pm C.S.T.**  **Terms, conditions and specifications under which bids are requested are included. Please review thoroughly.** |

You are invited to bid on: **SMSD South Stadium Fencing (located at SM South High School)** for the Shawnee Mission Unified Schools per the enclosed terms, conditions and specifications, F.O.B. Destination, Freight Prepaid and Added. **FREIGHT COSTS MUST BE INCLUDED IN THE BID PRICE(S).**

We are enclosing only one copy of the bid specifications. **Please return (2) completed bid form(s).**

**Bid price is to be lump sum total** including materials, equipment, labor, insurance, fees, transportation, storage, services and supervision for the work identified per the specification and drawings herein. Payment will be made **ON COMPLETION** of Purchase Order. **DO NOT INCLUDE SALES TAX**.

Any questions regarding the bid documents should be directed to SMSD Operations & Maintenance, via email to Rick Foster at rickfoster@smsd.org, or by phone at (913) 993-8516, no later than three days prior to the bid opening. Questions regarding bid procedures may be directed in writing to the Purchasing Department; Attn: Everett Morgan via E-Mail, [everettmorgan@smsd.org](mailto:everettmorgan@smsd.org) ; or FAX: 913/993-6225.

**A Pre-Bid meeting will be held on February 7, 2017 at 1:00pm in the JE Dunn jobsite trailer located in the parking lot between the tennis courts and the baseball field southwest of the District Stadium at 5800 W. 107th St., Overland Park, Kansas.**

**THIS BID IS NOT TRANSFERABLE**

**NOTE:** Bid Number and Name of Bidder must appear on the front of sealed envelope. ***Faxed bids will not* *be accepted.*** Bids must be received in the Purchasing Office prior to bid opening. If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Purchasing Office by the Administrative Mail Center. It is the responsibility of the bidder to ensure delivery of bids to the Purchasing Department. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

**Bid results will be posted on the smsd.org website within approximately 5 working days after the bid opening. Go to Public Information; Purchasing/Bidding; Bids and Bid Summaries.** Additionally, you may review the bid results in the Purchasing Office during the hours of 8:00 AM to 4:30 PM.

**NOTICE OF “NO RESPONSE FORM”**

**BID NO. 17-002**

**VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED NOTICE OF “NO RESPONSE” FORM WILL REMAIN ON OUR MAILING LIST, IF REQUESTED.**

**VENDORS MAKING NO RESPONSE AT ALL WILL BE REMOVED FROM OUR MAILING LIST.**

**Dear Vendor:**

Please check (C:\Program Files\Common Files\Microsoft Shared\Clipart\themes1\Bullets\BD21301_.GIF) the appropriate box below, complete the remainder of this form and return it **NO LATER THAN** the scheduled Bid/Proposal/or Quote Date and Time.

***Our company cannot provide the products, supplies and/or services*** listed in this bid, proposal or

quote. Please **MOVE** our name and address to the following category (ies) so that we may bid at a later date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***We have chosen NOT to submit a response at this time***, but would like to remain on your bid list

for this product category. We did not submit a response because:

Reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***Please REMOVE our name*** from all SMSD bid lists until further notice.

Reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REPRESENTATIVE (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_**

**PLEASE RETURN THIS FORM ONLY TO:**

**Shawnee Mission Unified School District #512**

**Purchasing Department**

***Notice of “NO RESPONSE”***

**7235 Antioch**

**Shawnee Mission, KS 66204**

**OR**

**Fax to: 913/993-6225**

**SHAWNEE MISSION PUBLIC SCHOOLS**

**7235 ANTIOCH**

**SHAWNEE MISSION, KS 66204**

**5% BID SECURITY FORM**

**If the bid for this project is equal to or greater than $10,000, bid security is required.**

**Bid Security issued to:** Shawnee Mission Public Schools, in the amount of **5%** of the total amount of your Bid shall accompany your Bid as a guarantee that, if awarded all or part of the Bid, your firm will enter into contract to supply the items per the Bid Specifications. **Cashier checks & certified checks should be made payable to Shawnee Mission USD #512.**

This Bid Security is to be made payable to Shawnee Mission Public Schools. If the firm awarded the Bid defaults in entering into a contract for the purchase of those items as specified, the Bid Security will become the property of the School District. Bids not accepted within ninety (90) days after the time set for submission will have their Bid Securities returned.

**PLEASE NOTE:** Should you submit a cashiers or certified check instead of a bid bond, the following steps will be used by SMSD in the handling of that check:

1. SMSD will deposit your check into a SMSD bank account within 2-3 days after bid opening.
2. Within four (4) weeks after board approval of the bid, a district check shall be mailed to the non-successful bidder(s) to reimburse them for the exact amount of their cashiers/certified check.
3. Within four (4) weeks after the completion of a formal written and properly signed contract, or the issuance of a SMSD purchase order, a district check shall be mailed to the successful bidder(s) for the exact amount of their cashiers/certified check.

**NOTE: IF SUCH SECURITY IS NOT ENCLOSED WITH THE BID, IT WILL BE CAUSE FOR REJECTION OF THE BID.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company Amount of Total Bid**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address Amount of Bid Bond**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, Zip Code**

**\_\_\_\_\_\_\_\_Bid Security attached to this form. (Please send the two together.)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Authorized Rep. Phone**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Please Print Name Position**

**BID FORM**

**BID No. 17-002**

BID OF:

A CORPORATON ORGANIZED AND EXISTING UNDER THE LAWS

OF THE

A PARTNERSHIP CONSISTING OF

PARTNERS:

OR: A SOLE PROPRIETOR; HERINAFTER CALLED THE BIDDER.

TO: SHAWNEE MISSION PUBLIC SCHOOLS

ATTN: MR. EVERETT MORGAN

7235 ANTIOCH

SHAWNEE MISSION KS 66204

The undersigned acknowledges that he has received and familiarized himself with the following:

Request for Bid

Shawnee Mission Public School District #512

Bid Number 17-002 for **SMSD District Stadium-South Location Fencing**

ADDENDA NO(s): Received

The undersigned further acknowledges that he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

In submitting this bid, the undersigned agrees:

|  |  |
| --- | --- |
| 1. | To furnish all material, labor, tools, expendable equipment, supervision and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required in accord with the bid documents for the consideration hereinafter set forth. |
|  |  |
| 2  3. | To hold his bid open for sixty (60) days after receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.  **Contactor shall include in their bid proposal an allowance of 15% of bid amount for unforeseen conditions and revisions. It is understood that if such allowance is not utilized by this contract a subsequent deductive change order shall be executed to return any unused allowance funds to the school district.** |
|  |  |
| 4. | To coordinate schedule and project work with the Owner’s on site Construction Manager for constructing the renovation and addition work. Work shall commence upon Board of Education approval on February 27, 2017, and receipt of the District issued Purchase Order. All work is to be Substantially Complete not later than May 5, 2017 unless approved by owner. |
|  |  |
| 5. | To accept the assessment of liquidated damages of $250 for each calendar day which the work is not complete, beginning with the first calendar day after the indicated completion dates. |
|  |  |
| 6. | All materials to be non-proprietary, as specified, or approval equal. |

**BID**

1. **Lump Sum Base Bid**: **Dollars**

($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

1. **15% Allowance Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars**

($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**Total Bid Amount (1. plus 2. Above):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars**

($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**ALTERATE BID NO. 1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars**

($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**See Special Terms and Conditions for description of Alternate Bid No. 1.**

(Indicate bids in both numbers and words. In the case of a discrepancy between the two, the amount shown in words shall govern.)

In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in the bidding has been reserved by the owner.

Date this day of , 2017.

Name of Bidder

Address of Bidder

Authorized Officer

Area Code/Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address Website

**Terms and Conditions**

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| A. | Bid Requirements and Considerations:  1. The Board of Education reserves the right to reject any or all bids, to accept any item or items in the bid, and to waive any informality in bids.  2. Each bid must be completed on SMSD bid forms.  3. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid.  4. Each bid (if exceeding $10,000) shall be accompanied by bid security in the amount of five percent (5%) of the total base bid, made payable unconditionally to the school district. This security will be submitted as evidence of good faith as a guarantee that, if awarded the contract, the bidder will execute required bonds and insurance within ten (10) days after receipt of Notice to Proceed.  5. Each bidder shall carefully examine the bidding documents and thoroughly inform himself with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omission from bidding documents, or should he be in doubt as to their meaning, he will at once and at least three days prior to bid date, notify the school district. Any subsequent addenda sent to bidders will become part of the contract documents.  6. Prior to submitting a bid, each bidder shall examine and thoroughly familiarize himself with all existing conditions; including applicable laws, codes, ordinances, rules, and regulations that will affect his work. Bidders shall visit the site, examine the existing conditions, and shall ascertain by reasonable means, all conditions that will in any manner affect the work. Contractors and/or bidders are required to check in with building authorities at the school immediately upon entering the school premises.  7. Prices quoted are to be free of all Federal, state, and local taxes, unless otherwise imposed by a governmental body and applicable to the work or material. The school district will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the contractor to purchase materials for incorporation into this project without paying sales tax, provided that the contractor furnishes the certificate number to the supplier.  8. When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education reserves the right, however, to decide upon its suitability for the intended use. Upon request, samples of substitute articles must be submitted.  9. Envelopes containing bids must be sealed and marked on the lower-left hand corner with the firm name and address of the bidder, bid number, bid opening date, and bid opening time.  a. No special effort shall be made to sort incoming mail for potential bids.  b. Bids not at the appointed place at time of bid opening will be rejected.  c. Faxed Bid/Proposals will not be accepted as sealed bids.  10. If bid is accepted, USD #512 must be supplied with seller’s employer identification number or social security number, per IRS regulations.  11. Each contractor is responsible for his/her own worker’s compensation and liability insurance coverage. Shawnee Mission Unified School District #512 assumes this COVERAGE IS INCLUDED IN THE PRICE OF EACH BID TOTAL.  12. Any catalog, brand name or manufacturer’s reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturers regularly produced product which is similar and substantially equivalent will be considered. SMSD reserves the right to make final decisions as to the acceptability of comparable items.  13. Vendors who do not bid, but wish to remain on our bid list, should notify the Shawnee Mission USD #512 Purchasing Department in writing using the enclosed “Notice of No Response” form. Failure to do so may result in removal from this list.  14. If required by the bid form, the contractor shall submit with his bid a list of subcontractors and other persons or organizations that will perform work on this project. |
| B. | Form and Requirements of the Contract: |
|  | 1. The form of contract will be a Purchase Order issued by Shawnee Mission School District. In submitting his bid for consideration, each bidder agrees to commence work as soon as practical upon receipt of the school district purchase order and subsequent execution of applicable bonds and certificates of insurance.  2. The district shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.  3. The contractor shall not commence work under this contract until he has obtained the owner’s approval of a certificate of insurance providing evidence that the has obtained all the insurance required under this section, at least equal to the limits set forth hereinafter, with an insurance company acceptable to the owner.  All policies shall provide for ten (10) days written notice to the owner prior to effective date of any changes affecting the policy. Two copies of the certificate of insurance in a form acceptable to the owner shall be delivered to the owner. The contractor shall not allow any subcontractor to commence work until the subcontractor has obtained insurance coverage similar to that required of the contractor.  4. **For projects with a value of $20,000 or more**; subsequent to award, the contractor shall furnish Performance Bond, Labor and Materials Payment Bond, and Kansas Statutory Bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. All such bonds shall be submitted to the school district prior to the commencement of any contract work.  5. Contracts entered into on the basis of submitted bids are revocable if contrary to law.  6. The laws of the State of Kansas shall govern any contracts resulting from this bid. Actions must be filed in the Johnson County Courthouse in Johnson County, Kansas.  7. The seller shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used, in the performance of the contract, including its use by the Board of Education. |
| C. | General Work Requirements. |
|  | 1. The contractor will be required to start the work per the schedule included herein. Liquidated damages as stated on the bid form will be assessed for each consecutive calendar day which the work is not complete, beginning with the first day beyond the completion time stated. Completion is the owner’s ability to utilize the facility for its intended purpose. Shawnee Mission Public Schools will be the sole judge of completion.  2. The owner reserves the right and may delay work if scheduling between school administration and contractor cannot be resolved.  3. It will be the contractor’s responsibility to have the approaching licenses and permits required by the state and/or municipality in which the work will be performed. It is also the contractor’s responsibility to make certain all work and material meets local and state codes. Bidders shall include permit fees in their bid.  4. The contractor shall observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the owner against any claim or liability arising from or based on any violation of the same. The contractor shall comply with all regulations of agencies having jurisdiction with respect to sanitation and safety during construction.  5. All items shall be new and unused, unless otherwise specified by the district, and in first class condition.  6. Contractor shall be responsible for protection of the adjacent spaces during all phases of the project, demolition material storage and new construction.  7. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time. Items furnished must be manufactured in compliance with all existing legal or governmental directives.  8. All work shall be of the highest quality. The contractor and subcontractor shall check their work regularly for quality and conformance as the work is in progress. Unsatisfactory work shall be corrected immediately.  9. The contractor shall promptly correct work rejected by the owner or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including additional testing and inspections and compensation for owner services and expenses made necessary thereby.  10. As work is completed by the contractor/subcontractor, it shall be his responsibility to remove all excess material, equipment and debris from the premises.  11. Upon substantial completion, a scheduled punch list inspection shall be conducted by the school district to identify any item(s) requiring additional work. All items noted on the punch list shall be accomplished by the contractor prior to final payment. |
| D. | Miscellaneous Requirements |
|  | The law requires that Section 1 through 5 of KSA 44-1030 (as follows) are to be included in all contracts to which our agency is a party: Except those with contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is $5,000.00 or less, or who have fewer than four (4) employees:  1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in the particular work, national origin or ancestry;  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, “equal opportunity employer” or similar phrase to be approved by the commission;  3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of KSA 1976 Supp. 44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;  4. If the contractor is found guilty of violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and  5. The contractor shall include the provisions or paragraphs one (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. |
| E. | Payments to the Contractor: |
|  | **Progress payments will be allowed with each payment being based on the extent of the work completed at the time of the invoice.** In order for payment to occur on the “Payment Release Date”, the vendor’s INVOICE and the “BLUE” receiving copy of the Shawnee Mission purchase order must be received into the Business Office (via processing by the Project Manager) by the school cut-off date (preferably earlier) so that sufficient time is allowed for the payment to actually be processed through the Accounts Payable system.  **INVOICES MUST BE SUBMITTED TO THE APPROPRIATE PROJECT MANAGER NO LATER THAN THREE DAYS PRIOR TO THE SCHOOL CUT-OFF DATE. SUBMIT INVOICES TO THE PROJECT MANAGER AT THE OPERATIONS & MAINTENANCE OFFICE AND NOT TO THE McEACHEN OFFICE.** |

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| **SHAWNEE MISSION PUBLIC SCHOOLS** | | | |
| **ACCOUNTS PAYABLE SCHEDULE** | | | |
|  |  |  |  |
| **School** |  | **Payments** |  |
| **Cut Off** |  | **Released** |  |
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| 7/14/2016 |  | 7/26/2016 |  |
|  |  |  |  |
| 8/5/2016 |  | 8/16/2016 |  |
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| 9/16/2016 |  | 9/27/2016 |  |
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| 10/14/2016 |  | 10/25/2016 |  |
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| 11/18/2016 |  | 11/29/2016 |  |
|  |  |  |  |
| 12/9/2016 |  | 12/20/2016 |  |
|  |  |  |  |
| 1/13/2017 |  | 1/24/2017 |  |
|  |  |  |  |
| 2/17/2017 |  | 2/28/2017 |  |
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| 3/10/2017 |  | 3/28/2017 |  |
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| 4/14/2017 |  | 4/25/2017 |  |
|  |  |  |  |
| 5/12/2017 |  | 5/23/2017 |  |
|  |  |  |  |
| 6/16/2017 |  | 6/27/2017 |  |

Note: Additional dates beyond June 2017 will be added as they become available pending Board of Education schedule establishment for the 2017-2018 School Year.

**CONTRACTOR AND VENDOR CODE OF CONDUCT**

Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on school district property. The following items are prohibited on school district properties:

1. Physical or verbal contact with students or non-designated staff.
2. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
3. Drugs and/or alcohol consumed or present on district properties.
4. Firearms and hunting items.
5. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

**INSURANCE REQUIREMENTS**

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| --- | --- |
| A. | Worker’s Compensation Insurance: Worker’s Compensation and Employer’s Liability Insurance as required by law to cover fully all employees. |
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| B. | Bodily Injury and Property Damage Insurance: A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide damage arising from one accident, with not less than $1,000,000 aggregate damages to, or destruction of property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than $1,000,000 bodily injury and $1,000,000 property damage per accident for any vehicle used on the project, whether owned, hired or nonowned. |
|  |  |
| C. | Special Insurance: Contractor for General Construction work shall take out and maintain insurance providing a minimum coverage of $1,000,000 for the following hazards: |
|  |  |
|  | Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the contractor’s operations, or injury to or destruction of property above or below ground resulting therefrom.  Property damage insurance shall also cover the collapse of, or structural injury to, any building or structures on or adjacent to the owner’s premises, or the injury to or destruction of equipment and/or property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavation below the ground, where the construction of a new structure or the demolition of any existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to, or the underpinning of, and existing structure or structures. |
|  |  |
| D. | Subcontractor’s Insurance: If a part of this contract is sublet, the contractor shall either cover any or all subcontractors in his insurance policies; **or** require each subcontractor to secure insurance which will protect him against all applicable hazards not covered by the contractor’s insurance. |
|  |  |
|  | Certificate and Maintenance of Insurance: The contractor shall submit three (3) copies of Certificate of Insurance to the owner. The required insurance shall be maintained in force until the project is completed. |

**PROPOSED PROJECT SCHEDULE**

**SMSD District Stadium-South Location Fencing**

**Bid Number 17-002**

**DATE ACTIVITY**

1/26/17–2/15/17 Bid Period

2/7/17 Pre-Bid Meeting

2/15/17 Bid Opening

2/27/17 Bid Approval by Board of Education

2/28/17 Notice to Proceed

3/1/17-3/15/17 Shop drawing/material submittals preparation

and review, and material procurement.

3/15/17-5/5/17 Installation period

5/5/17 Substantial Completion, Identification of

Punch list

5/6/17-5/15/17 Correction of Punch list items

5/17/17 Final Completion

**PROJECT BUILDING LOCATION**

SMSD District Stadium 5800 W. 107th St.

South Location Overland Park, Kansas 66207

**NOTE: As a reminder, all construction scheduling and planning shall be coordinated with JE Dunn to coincide with the project schedule. JE Dunn has regularly scheduled progress meetings every other week and it would be helpful that this fencing contractor would participate in those meetings.**

GENERAL INFORMATION

1. TERMINOLOGY

The term contractor, manufacturer and supplier may be used interchangeably. Purchaser or Owner shall refer to Unified School District #512 of Johnson County, Kansas (Shawnee Mission Public Schools).

2. TEMPORARY UTILITIES

Temporary power required for installation shall be from the building services. All required cords or other connections shall be the contractor's responsibility.

3. PERMITS AND FEES

All necessary permits and fees for surveys, licenses, site preparation, utility connections to comply with applicable state and local codes or statutes and other similar charges, except those required for transportation of the structure, will be the responsibility of the contractor unless the Contract specifically states otherwise.

4. CRITERIA FOR AWARD OF CONTRACT

In addition to the dollar sum bid, the Owner will review the following in formulating the decision to award a Contract. These additional criteria are:

A. The successful Bidder preferably to be a manufacturer or authorized contractor.

B. The length of construction time in accordance with specified delivery time period.

C. The probability that the Bidder can perform in accordance with the Bidding Document.

D. The likelihood that the Contractor will perform without delay or interference.

E. The responsibility and reputation of the Bidder.

5. PAYMENT SCHEDULE

The contractor may draw progress payments as the work progresses. Each progress payment will have ten percent (10%) retainage withheld until the project is complete. The balance (ten percent) shall be paid within thirty days of the completion of the punch list, final acceptance, and consent of surety to release of lien.

6. REQUIRED BONDS

Bid Security – **For Bids equal to or greater than $10,000**, a bid security in the form of a Bid Bond in 5% of the greatest amount bid must be included with the bid at time of bid opening. A cashier's check may be utilized for this requirement if prior notice of such intent is given the Owner.

Performance and Payment Bond – **For Bids with a value of $20,000 or more**, the successful Bidder, upon notice of award of contract will, within fifteen working days, and prior to commencement of work, provide the owner performance and payment bonds for 100% of the total sum bid.

Statutory Bond - **For Bids equal to or greater than $20,000**, the successful Bidder, upon notice of award of contract will, within fifteen working days, and prior to commencement of work, provide Kansas Statutory Bond covering the faithful performance of the contract for 100% of the total sum bid. The Statutory Bond must be filed with and recorded by the Johnson County District Clerk.

General -All bonds submitted must be issued by an entity authorized to do business in Kansas for the specific purpose of issuing bonds. If issued by an agent, the bond must carry a Power of Attorney and all required seals. Photo copies of bonds will not suffice for this requirement.

7. INSURANCE

Insurance per the Terms and Conditions.

8. LIQUIDATED DAMAGES

All materials must be delivered to the site as required by the Bidder to allow the work to progress as needed to achieve the Substantial Completion date(s). Upon arrival on site, the contractor/supplier is to finish all work necessary to complete the installation in its entirety. Contractor/Supplier shall finish said functions by the Substantial Completion Date(s) as determined by the schedule indicated in these bidding documents. Failure to meet this requirement will result in a forfeiture of $250.00 for each consecutive calendar day which the work is not complete, beginning with the first day beyond the substantial completion date(s) stated, NO EXCEPTIONS.

9. MATERIAL SUBSTITUTION

In some instances, circumstances may dictate substitutions. Any changes and/or substitutions of materials, products, equipment, etc., as specified herein may be made by the Contractor, provided that such change and/or substitution are of like grade and equal or better quality than the originally specified items and that any substitutions shall be approved by the Owner.

10. CLEAN-UP

The Contractor shall insure that upon completion, the site is cleaned, left free of excess materials, and all debris properly disposed of in waste containers.

11. SHOP DRAWINGS / MATERIAL SUBMITTALS

A complete set of shop drawings and/or material submittals shall be submitted to the Owner for review. The drawings will be to scale, complete with notes, and reflect all elements of the installation.

12. PRODUCT SELECTION

The manufacturer warrants that no materials, glues, paints, insulation, nor other products used in the construction of these buildings contains asbestos, lead paint, or volatile organic compounds.

13. DESCRIPTION OF THE WORK

Shawnee Mission Public Schools is soliciting bids for the **SMSD District Stadium – South Location Fencing,** which shall include the removal and disposal of all indicated existing fencing, complete installation of the new site fencing work; all as described in these Construction Documents. This bid is to include all labor, materials, equipment, supervision and all installation work as needed. **All bidders shall visit the site to see the conditions prior to submitting a bid. All visitors to the site must check in at the JE Dunn job trailer located in the parking lot on the southwest corner of the stadium upon arrival.**

14. SPECIFICATIONS

Specifications are detailed in the attached specifications and information.

15. SPECIAL TERMS & CONDITIONS

The terms and conditions are set forth on pages enclosed. **Refer to the Bid Form for allowances that apply to this project to be included in the bid.**

SPECIAL TERMS AND CONDITIONS

1. After a “Notice to Proceed Letter” is issued to the successful Bidder, the Bidder shall prepare for approval a **Project Schedule of the Work** identifying all phases of the project and the time frame for each phase. This schedule shall include the time necessary for field verification, preparation of submittals, materials procurement, the removal of existing fencing and installation of new fencing, inspection, completion of punch list work, and any other work that the Bidder indicates as part of the complete Project. This schedule shall end with the Substantial Completion and correction of punch list dates. Once the contractor is prepared to start work on each phase, it is required that they complete the work in that phase before moving to the next phase.
2. This project work is being performed as a separate contract to the Owner for the installation of the new fencing at the SMSD District Stadium – South Location that is currently under construction under the direction of JE Dunn Construction as the Construction Manager at Risk. **The District issued Purchase Order, all payment applications, payments and contract administration will be administered under the direction of the District.** All work schedules, materials deliveries, coordination of work activities, etc. must be coordinated with JE Dunn Construction. All communications with JE Dunn Construction shall be with either Chris Ryan (Project Manager) at 913-568-1507 (cell) or Brandon Moles (Project Superintendent) at 816-935-0594 (cell). The timing of the work and coordination with other related subcontractors associated with the fencing shall be through JE Dunn.
3. There will be fencing work associated with the installation of landscaping that will need to be coordinated through JE Dunn.
4. There will be multiple locations of fencing work where the fence posts will need to be installed prior to the placement of concrete and paving work and the chain link fabric will be installed after the concrete and paving work. The installation of this work will need to be coordinated through JE Dunn.
5. **As Alternate Bid No. 1**, there will be fencing contractor work where new chain link fabric will be installed onto the existing galvanized steel pipe guard railing system at the front of both (east and west side) bleacher sections and on the railing system of the ramp and mid-level walkway system on the east side bleacher section. The fabric shall be installed using wire ties to top rail and posts and a tension wire along the bottom edge attached to posts. See the plan for the extent of this work. The Alternate No. 1 work shall be a single line item amount on the Schedule of Values on the payment applications.
6. The Contractor is to include on the Bid Form a 15% of the Base Bid amount as a contingency allowance for unforeseen conditions and minor scope of work revisions as directed by the Owner. A complete accounting of all funds of the allowance must be documented and approved by the Owner prior to performing the work. This allowance shall be a single line item in the Schedule of Values on the payment applications and will be drawn against as it is used. Any remaining balance will be returned to the Owner in the form of a Deduct Change Order.
7. This Contractor is to be responsible for all clean-up of his work activities in and around the construction area.
8. At any time that special protection should be required around a portion of the building or work area, the Contractor is completely responsible for all protective measures such as barriers, temporary railings, etc. as required to maintain the building site in a safe and occupiable condition.
9. A construction staging area, site storage area and work area will be allowed to the Contractor on the building site. This location shall be coordinated between the Contractor and JE Dunn. The Contractor shall be responsible for all required security measures at no additional cost to the District.
10. **The Contractor shall field verify all site conditions and layout dimensions as needed for the installation of the work.**
11. **Following these specifications is Specification SECTION 32 31 13 – CHAIN LINK FENCING, and** **the required site plans indicating the scope of work for this project. If there are any questions about the plans, please notify the contact listed at the front of these specifications.**

ATTACHMENTS:

Section 32 31 13 – CHAIN LINK FENCING

Drawing Sheet A1.1F (ACI Boland drawing sheet)

SECTION 32 31 13

CHAIN LINK FENCING

1. GENERAL
   * + 1. The Requirements
          1. As set forth in the headings of SMSD bidding documents and specifications shall apply to this branch of the work.
       2. Scope
          1. This specification covers the furnishing and installation of all chain link fence materials, including link fabric, framework, posts, fittings, hardware, excavation and concrete for post bases, coordinate with concrete contractor for inserts and grouting in concrete. Fence shall be height as shown on drawings using full height chain link fabric, gates where shown on drawings, constructed with galvanized metal for fabric and framing.
       3. Submittals
          1. Manufacturer's catalog cuts with printed specifications.
          2. Complete shop and erection drawings showing details of fence, fence height, post spacing, dimensions, and unit weights of framework and concrete footing details.
2. PRODUCTS
   * + 1. General Requirements
          1. All chain link fabric, posts, braces, rails, stretcher bars, truss rods, and tension wires shall be of hot-dip galvanized steel. Gate hinges, post caps, stretcher bar bands, and other parts shall be of steel, malleable iron, ductile iron or equal. All steel and iron parts shall be zinc coated by the hot-dipped method conforming to ASTM F-1043 using zinc Grade E. The weight of zinc on rails, posts, and braces shall not be less than 1.8 oz. per sq. ft. zinc coating, per Type I or triple coated per Type II, and the zinc coating on the chain link fence fabric shall not be less than 2.0 oz. per sq. ft., conforming to ASTM A90 and B6 respectively.
       2. Chain Link Fence Fabric
          1. Shall be galvanized woven fabric from 9 gauge wire in 2" mesh conforming to ASTM A392., in 48 inch and 72 inch heights. Fabric 60" high and under shall be knuckled at both selvages. Fabric 60" high and over shall be knuckled at all selvages.
       3. Intermediate Posts
          1. Shall be 2-3/8" O.D. Type I or Type II per ASTM F-1043.
       4. Terminal Corner Pull Posts
          1. Shall be 3" O.D. Type I or Type II per ASTM F-1043.
       5. Gate Posts
          1. Shall be 3” O.D. minimum for gates 4’-0” or less in width.
          2. Shall be 4” O.D. minimum for gates 5’-0” and larger in width, *or as shown on drawings.*
       6. Top Rails, Brace and Gate Material
          1. Shall be 1.66" O.D. Type I or Type II per ASTM F-1043.
       7. Gates
          1. Shall be swing as required, complete with latches, stops, keepers, hinges, or rollers and roller tracks, when so required. Swing gates shall conform to ASTM F-900.
          2. Gate Frames shall be constructed of tubular members welded at all corners or assembled with fittings. All steel welds, shall be painted with zinc-based paint. Where corner fittings are used, gates shall have truss rods of 5/16” minimum nominal, intermediate bracing as required, spaced so that members are not more than eight (8) feet apart. Gate leaves 10’ feet or over shall have a horizontal brace or one 5/16” minimum diagonal truss rod.
          3. Gate Fabric shall be the same type as used in the fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 15” inches.
          4. Gate Hinges shall be of adequate strength for gate, and with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.
          5. Gate Latches, Stops and Keepers shall be provided for all gates. Latches shall have a plunger-bar arranged to engage the center stop, except that for single gates of openings less than 10’ feet wide, a forked latch may be provided. Latches shall be arranged for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar of the latch of double gates. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position.
          6. Post Braces shall be provided for each gate, corner, pull, and end post with fabric six (6) feet or more in height, and shall consist of a round tubular brace extending to each adjacent line post at approximately mid-height of the fabric, and a truss consisting of a rod not less than 5/16” inch nominal diameter from the post back to the gate, corner, pull or end with a turnbuckle or other equivalent provision for adjustment. Truss rods may be eliminated in any line of fence where there is a continuous center rail.
          7. Chain link fence fittings per ASTM F 626. All ferrous metal fittings to be galvanized.
       8. Post Tops
          1. Shall consist of ornamental tops. The top shall be provided with a hole suitable for the through passage of the top rail. The post tops shall fit over the outside of posts and shall exclude moisture from posts.

Top Rails

* + - * 1. Shall be in lengths not less than 18’ feet, and shall be fitted with couplings or wedged for connection the lengths into a continuous run. The couplings shall be not less than 6” inches long, with .070” minimum wall thickness, and shall allow for expansion and contraction of the rail. Open seam outside sleeves shall be permitted only with a minimum wall thickness of .100” inches. Suitable ties or clips shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding 2’ feet. Means shall be provided for attaching the top rail to each gate, corner, pull and end post.
      1. Tension Bars
         1. Shall be not less than 3/16” by ¾” inch and not less than two (2) inches shorter than the nominal height of the fabric with which they are to be used. One tension bar shall be provided for each end and gate post, and two (2) for each corner and pull post.
      2. Ties or Clips -Provide per ASTM F 626
         1. Ties shall be hot-dip galvanized steel wire, 0.0148-inch diameter; galvanized coating thickness matching coating thickness of chain-link fence provided in sufficient number and of adequate strength for attaching the fabric to all line posts at intervals not exceeding 15” inches; and not exceeding 24” inches when attaching fabric to top rail.
      3. Bands and Clips
         1. Shall be provided in sufficient number and of adequate strength for all terminal posts for attaching the fabric and stretcher bars to all terminal posts at intervals not exceeding 15” inches. Tension bands shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.078” inch; and minimum width of ¾” inch for posts 4" O.D. or less; and 0.108 inch thickness by 7/8” inch for posts larger than 4" O.D. Brace bands shall be formed from flat or beveled steel and shall have a minimum thickness of 0.108” inch after galvanizing; and minimum width of ¾” inch for post 4" O.D. Standard mill tolerances of (+/-) 0.005” inch on thickness and .010” inch on width shall apply attachment bolts shall be 5/16” x 1-1/4” inch galvanized carriage bolts with nuts.
      4. Tension Wire
         1. Shall be Marcelled (spiraled or crimped) #7 gauge (.177” inches) plus or minus 0.005” inches in diameter, conforming to ASTM A-824 and ASTM A-817.
      5. Tension Wire Coating
         1. Zinc coated tension wire shall be Class 2 (1.20 oz. of zinc per sq. ft. of uncoated wire surface). Aluminum coated tension wire shall have 0.40 oz. of aluminum per sq. ft. of uncoated wire surface.

2.14 Privacy Windscreen

* + - * 1. Shall be Tenn-Air VCP windscreen as manufactured by Putterman Athletics.

2.15 Cast in Place Concrete

* + - * 1. Portland cement, aggregates, additives and potable water required to produce normal weight, (6% +/-1% air-entrained where exposed) concrete with not less than 4,000 psi @ 28days minimum compressive strength.

1. EXECUTION
   * + 1. Line Terminal and Gate Posts
          1. Shall be of sufficient length to allow for approximately 36" settings (48” setting for gate posts serving gates 6’-0” and larger in width) into concrete footing. Diameter of footings shall be 12" for line posts, and 18" for terminal corner posts and posts serving gates 5’-0” width or less (20” for posts serving gates 6’-0” and larger in width). Concrete for footings shall be in accordance with 2.15. Maximum spacing of line posts shall be 10'-0" unless noted on drawings. Fence shall follow ground or top of wall line unless otherwise provided for in this specification. Install continuous tension wire at bottom edge of all fabric, following contour of ground, tie to each post. Pear ends of all bolts or score threads to prevent removal of nuts. All material is subject to testing.

END OF SECTION