

SECTION 001100 - INVITATION TO BID

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Prequalified bidders are hereby invited to submit bids for the SMSD 2023 Asphalt Improvements project. Bids shall be fully executed, signed and sealed in envelopes as described in this Document according to the Instructions to Bidders and as amended by the Supplementary Instructions to Bidders.
- B. Project Identification:
1. Hollis and Miller Project No: 22191
 2. SMSD Bid No: 23-005
 3. Project Address:
 - a. Broken Arrow Elementary School, 5901 Alden, Shawnee, Kansas 66216
 - b. Christa Mc Auliffe Elementary School, 15600 W. 83rd Street, Lenexa, Kansas 66219
 - c. Indian Hills Middle School, 6400 Mission Road, Prairie Village, Kansas 66208
 - d. Mill Creek Elementary School, 8001 Mize Road, Lenexa, Kansas 66227
 - e. Nieman Elementary School, 10917 W. 67th Street, Shawnee, Kansas 66203
 - f. Oak Park Carpenter Elementary School, 10000 Nieman Road, Overland Park, Kansas 66214
 - g. Prairie Elementary School, 6642 Mission Road, Prairie Village, Kansas 66208
 - h. Ray Marsh Elementary School, 5642 Rosehill Road, Shawnee, Kansas 66216
 - i. Rising Star Elementary School, 8600 Candlelight Lane, Lenexa, Kansas 66215
 - j. Rosehill Elementary School, 9801 Rosehill Road, Lenexa, Kansas 66215
 - k. Shawnee Mission East High School, 7500 Mission Road, Prairie Village, Kansas 66208
 - l. Shawnee Mission North High School, 7401 Johnson Drive, Overland Park, Kansas 66202
 - m. Westridge Middle School, 9300 Nieman Road, Overland Park, Kansas 66214
- C. Owner: **Shawnee Mission School District**
1. Owner's Address: 8200 West 71st Street, Merriam, Kansas 66203
 2. Owner's Representative: Mike Wood
- D. Architect:
1. Architect's Address: Hollis + Miller Architects, Inc., 1828 Walnut Street, Suite 922, Kansas City, MO 64108
 2. Architect's Representative: Justin Durham
- E. Project Description: Work of Project is defined by the Contract Documents and consists of the following: Asphalt Improvements at multiple project locations.
- F. Construction Contract: Bids will be received for the following Work:
1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
1. Bid Date: February 16, 2023.
 2. Bid Time: 2:00 p.m local time.
 3. Location: Shawnee Mission Unified School District No. 512, SMSD Center for Academic Achievement, Room 2078, 8200 West 71st Street, Shawnee Mission, Kansas 66204.
- B. Bid Opening: Bids will be thereafter publicly opened and read aloud virtually. Bids received after the bid time listed above will be returned to the Bidder unopened.
- C. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals for modifications will be considered.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid of \$15,000 or greater in the amount of 5 percent of the bid amount, including all additive alternates and made payable to the Owner. No bids may be withdrawn for a period of 60 days after opening of bids.
 - 1. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.
- B. All Bid Securities will be retained by the Owner until an Agreement is signed and a satisfactory Performance and Payment Bond is received by the Owner.

1.4 PREBID CONFERENCE

- A. A Prebid Conference for all bidders will be held on February 8, 2023 at 2:00 p.m., local time. The Prebid Conference will be held at SMSD Center for Academic Achievement, Room 112A, 8200 West 71st Street, Shawnee Mission, Kansas 66204. Prospective bidders are strongly encouraged to attend.

1.5 DOCUMENT PROCUREMENT

- A. Printed Procurement and Contracting Documents: Obtain after February 1, 2023 by contacting Drexel Technologies, (913) 371-4430, www.drexeltech.com.
 - 1. All contractors may purchase printed sets of bidding documents at cost by contacting Drexel Technologies, Inc.
 - 2. Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Private Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.
 - a. Only complete sets of documents will be issued.
- B. Online Procurement and Contracting Documents: Obtain access after February 1, 2023 by contacting Drexel Technologies, (913) 371-4430, www.drexeltech.com. Online access will be provided to prime bidders, and to all registered bidders and material suppliers.
- C. Examination of the Bidding Documents: Bidding documents will be on file at Drexel Technologies, Inc. for bidder's review and examination, during normal business hours. Bidding documents may also be viewed on-line at www.drexeltech.com, in accordance with the Instructions to Bidders.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time is of the essence for this Project. Bidders shall begin the Work on receipt of the Notice to Proceed and shall achieve Substantial Completion as set forth: must be completed by the dates indicated below:
 - 1. Start Date: June 1, 2023.
 - 2. Substantial Completion: July 31, 2023.
 - 3. Final Completion: August 7, 2023.
- B. Liquidated Damages for substantial completion will be assessed if the general contractor has not achieved adequate progress to permit school district personnel occupancy and use of all noted areas of the building and/or site in accordance with the dates for substantial completion noted above. Damages will accrue and will be based on the unavailability of the building space(s) and/or site for their intended purposes as determined by the school district. Liquidated damages noted are tiered and are based on the intended use of the building and/or site in accordance with the school schedules proposed or established.
 - 1. Final completion of construction related activities including the satisfactory completion of all punchlist corrections shall be completed in accordance with the timeframe noted above for each building and/or area. Liquidated damages associated with final completion shall be assessed based on any actual cost incurred

by the school district due to the restricted use of the facility; and for costs that may be associated with inconvenience, lack of efficiency, and/or district personnel costs associated with providing exclusive access for the general contractor to complete punchlist corrections after normal school day operation and/or on weekends or holidays. Similarly, any actual costs incurred by the school district for extended or additional architect/engineer services made necessary as a result of the general contractor's inability to meet final completion will be assessed as liquidated damages to the general contractor.

- C. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages in the amount of **\$1000 per day** if project is delayed beyond the contracted completion date.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.
- B. Each Contractor desiring to Bid this work must have a minimum of seven (7) years continuous experience under the current company name and must submit the "Contractor's Qualification Statement", AIA Document A305 along with Bid. This Qualification Statement is available at the Office of the American Institute of Architects (AIA) at 1801 McGee Street, Kansas City, Missouri 64108, telephone: (816) 221-3485. The Architect will review the Qualification Statement with the Owner. The Owner has the right to take such steps as he deems necessary, to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the Owner such additional information and data for this purpose as he may request. The right is reserved to reject any Bid, or Bidder, after an investigation or consideration of the information submitted by such Contractor. Refer to Document 004513.
- C. Owner reserves the right to reject any Contractor and Contractor's Proposal where investigation or consideration of the information submitted by the Contractors does not satisfy the Owner that the Bidder has previous experience in performing similar or comparable work, sufficient business and technical organization, financial resources and plant available to perform the Work.

1.8 SUPPLEMENTAL REQUIREMENTS

- A. The selected Bidder shall, within fifteen (15) days after Award of the Contract, submit the following Post-Bid information:
 - 1. A statement of costs of the major portions of the work included in the Bid and any specific item of cost requested.
 - 2. A designation of the Work to be performed by the Bidder with his own forces.
- B. The selected Bidder shall, submit the following with the Bid:
 - 1. A list of names of the Subcontractors, manufacturers, fabricators, and material suppliers or other persons or organizations proposed for each principal portion of the Work as may be designed by the Architect. The Bidder will be required to establish to the satisfaction of the Owner and Architect the reliability and responsibility of the proposed persons or entities to furnish and perform their Work. Prior to the contract, if the Owner or Architect has a reasonable and substantial objection to any person or entity on such list, and refused in writing to accept such person or entity, the bidder may, at his option, withdraw his Bid without forfeiture of Bid Security. If the Bidder submits an acceptable substitute with any increase in his Bid price to cover the difference in cost occasioned by such substitution, the Owner may, at his discretion, accept the increased Bid price or he may disqualify the Bidder. Subcontractors and other persons and entities proposed by the bidders and accepted by the Owner and Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DOCUMENT 001100