

NOTICE TO CONSTRUCTION COMPANIES AND CONTRACTORS

Sealed bids are now being accepted by the City of Salina, Kansas for the following:

Salina Fieldhouse Project

Printed Procurement and Contracting documents may be obtained from Salina Blue, located at 209 South Santa Fe Ave, Salina, KS 67401 or by calling 785-827-6182. Electronic versions of the bidding documents are available at www.salinablue.com. Documents can be viewed at the Parks and Recreation Office, City-County Building, Suite 100, 300 W. Ash, Salina, Kansas 67401, (785) 309-5765. Bids will be accepted at the City Clerk's Office until **2:00p.m. Central Time on Thursday, June 9, 2016**. They will be publically opened and read aloud at 2:00p.m. CDT at the City-County Building, 300 W. Ash, Room 206. No faxed bids will be accepted. Late bids will be returned unopened.

The Board of Commissioner reserves the right to reject any or all bids with or without cause and to waive any irregularities within or technicalities under the specifications.

THE CITY OF SALINA, KANSAS

/s/ Shandi Wicks
CITY CLERK

SECTION 001113

ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
- B. Project Identification: Salina Fieldhouse
 - 1. Project Location: The corner of East Ash St. and N. Fifth St., Salina, KS 67401.
- C. Owner: City of Salina, KS; 300 W. Wash; Salina, KS 67401.
 - 1. Owner's Representative: Steve Hardesty
- D. Architect: SFS Architecture
 - 1. Architect's Contact: George Knipp
- E. Owner's Representative Firm: Frew Development Group
 - 1. Owner's Representative Contact: Keith Searcy
- F. Project Description: Project consists of the construction of a fieldhouse constructed of a pre-engineered metal building structure, masonry, metal panel and glass exterior, and interior finishes, along with sitework and parking. The project contains gymnasiums, space for interior turf sports, a lobby, concessions, and a variety of support spaces.
- G. 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 lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: June 9, 2016
 - 2. Deadline: 2:00p.m. local time.
 - 3. Location: The office of the City Clerk, City-County Building 300 West Ash, Room 206 Salina, KS, 67401.
- B. Bids will be thereafter be publicly opened and read aloud.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5% percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

- A. Prebid Meeting: A Prebid meeting for all bidders will be held at in Room 105 of the City-County Building at 300 West Ash, Salina KS, on May 26, 2016 at 1:00 p.m. local time. The prebid meeting is not mandatory, but prospective bidders are strongly encouraged to attend.
 - 1. All discussions at the prebid meeting are non-binding unless documented in an Addendum.

1.5 DOCUMENTS

- A. Printed Procurement and Contracting Documents: Obtain from Salina Blue, located at 209 South Santa Fe Ave, Salina, KS 67401, or by calling 785-827-6182
 - 1. Cost of the printed documents is at the expense of the Bidders. Each set cost \$325 plus shipping. Only complete sets will be provided.
- B. Online Procurement and Contracting Documents: Electronic versions of the bidding documents may be obtained through Salina Blue's online planroom, at www.salinablue.com.
 - 1. Each Bidder will be responsible for \$25 of the costs to obtain an electronic version of the bidding documents.
- C. Viewing Procurement and Contracting Documents: Examine after at the locations below:
 - 1. Director of Parks and Recreation, City-County Building 300 West Ash, Salina, KS.
- D. Addenda will be issued to plan holders for those that register and obtain plans from Salina Blue. It is bidder's responsibility to ensure it has all issued addenda.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES AND LIQUIDATED DAMAGES

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time proposed by the Bidder and incorporated into the Contract. The Work is subject to \$1,000/day in liquidated damages at Substantial Completion and \$500/day at Final Completion.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed to perform all work, or capable of being properly licensed to perform all Work without any prospective testing or education, under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Payment and Performance Bond and Insurance in the form and amounts acceptable to the Owner will be required of the successful Bidder.

END OF DOCUMENT 001113

SECTION 002113

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. GENERAL

- A. Bidders shall be experienced in the type of work being bid and shall have adequate equipment to carry on the work in an expeditious and workmanlike manner.
- B. Each Bidder should visit the site as many times as needed to become familiar with local conditions, and become thoroughly familiar with all laws, rules, and regulations which apply.
- C. The successful bidder will be required to do all work which is shown on the plans and specifications or that is reasonably inferable as necessary to complete the scope of work.
- D. Proposers are expressly advised to pay close attention to all of the general conditions, and particularly to the fact that the general conditions require a minimum one year guaranty on the work and materials commencing at Project Substantial Completion, or longer when specified otherwise.
- E. Bidders shall compare the drawings and specifications with the existing site as applicable, the surrounding conditions, the adjacent City Utility Project, and inform themselves of all conditions affecting execution of work. Neglect of this requirement will not be acceptable as cause for additional compensation.
- F. The City is exempt from Kansas sales tax on materials and equipment to be incorporated into the Work. Consequently, sales tax shall not be included in the Contract Price.
- G. No bid will be considered unless the bidder is properly licensed to perform all Work, or is capable of being properly licensed to perform all Work without any prospective testing or education.

2. BID DOCUMENTS

- A. Bid Documents consist of the Project Manual, the complete set of Project Plans, and all Addenda.
- B. The attached Bid form shall be filled out in full. Bids for less than all the Work will not be considered. Each Bid shall include the Bidder's name, exact post office address, and the names and addresses of all persons and parties participating in the Bid. Any person signing as an agent shall submit evidence of his or her authority determined acceptable to the City.

3. RESPONSES

- A. Bids shall be sealed, the outside of the envelope marked with the title of the Project, and addressed to the City. The City's name and address, and the time and place for submission of Bids, are shown in the "Advertisement for Bids". Bids received after the specified time will be returned, unopened, to the Bidder. Bids submitted by facsimile or email will not be accepted.
- B. Bid proposals will be received at date, time and location as indicated in the Advertisement for Bids.
- C. Bidders shall provide a complete a Bid response. Failure to provide a Bid that meets all material requirements may result in the Bid being considered non-responsive and therefore not accepted.
- D. These Bidding documents do not obligate the Owner in any way to pay any costs incurred for the preparation and presentation of a Bidder's Bid.

4. ALTERNATE BIDS

- A. Each Bidder shall carefully read requests for alternate bids, if requested, and thoroughly examine the Bidding Documents to determine to what extent the various changes and conditions will affect its bid. Bidders shall respond to all requested alternate prices.
- B. Bidders shall state the amount to be added to or deducted from the base bid for making the changes, including all incidentals, omissions, additions and adjustments as may be necessary or required by such changes. Indicate on the Bid Form the amount to be added to or deducted from the base bid for each alternate should the alternate be accepted. Indicate whether it is an "ADD" or a "DEDUCT" price, or if no change in price is required, indicate "NO CHANGE".
- C. Include in the alternate price all labor, materials, overhead, profit, parts and accessories required for a complete installation, regardless of whether they are mentioned in the alternate description.
- D. The City of Salina reserves the right to accept any or all of the alternates in any order or combination, or to accept no alternates.
- E. Accepted alternates will be identified in the contract with the successful bidder.

5. SUBCONTRACTORS

- A. Each Bidder, upon written request from the Owner, shall within 3 calendar days provide the names and addresses of all proposed first-tier subcontractors and/or vendors. Subcontractors and/or vendors with contracts of \$5,000 or less do not need to be listed.
 - i. The Bidder will be required to establish, to the satisfaction of the Owner, the reliability and responsibility of the proposed subcontractors and/or vendors to provide the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.
 - ii. If the Owner objects to a proposed Bidder, the Owner shall be responsible for paying the difference in costs for the Bidder to contract with a higher priced Subcontractor as applicable.
 - iii. The Owner's review or consent of any Bidder's proposed Subcontractors shall in no way relieve the Bidder from compliance with all requirements.

6. BID BONDS; PERFORMANCE BOND AND PAYMENT BOND; INSURANCE

- A. Each bidder shall submit with its Bid a certified check, cashier's check on a solvent bank, or a bid bond, in the form of AIA Document A310, "Bid Bond", in the amount of five percent (5%) of the total bid amount shown on the Bid. This security shall be made payable to the City of Salina and will serve as a guarantee that the Bidder will file all bonds and securities required and enter into any Contract awarded to Bidder in accordance with the terms of the Bid within ten (10) days after notice of award. If the successful bidders fails to execute and deliver the Contract and furnish the required bonds and insurance certificate(s) within ten (10) days after the notice of award, the Owner may consider the Bidder to be in default, annul the notice of award, and the bid security of that Bidder shall be paid to the Owner in an amount equal to the difference, not to exceed the amount of the bid security, between the amount specified in Bidder's bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid.
- B. The successful bidder shall be required to file with the Owner, at the time of execution of the Contract and within ten (10) days of the issuance of a notice of award, a Performance Bond and a Payment Bond, each of not less than the Contract price, on the forms furnished by the Owner and included with the Project Manual. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, and shall be authorized to do business in the State of Kansas.
- C. The successful Bidder shall submit certificates evidencing insurance coverage required by the Contract within ten (10) days of its receipt of the Notice of Award.

7. INADEQUACIES AND OMISSIONS

- A. No oral explanation in regard to meaning of Bidding Documents will be made and no oral instructions will be given before receipt of bids. Bidders shall bring discrepancies, omissions, conflicts or doubt as to the true meaning of any part of Bidding Documents to the attention of the Owner Representative Firm by the deadline established herein. Prompt clarification will be supplied by Addendum, and each Bidder shall acknowledge receipt of each Addendum on the Bid Form. All addenda so issued shall become part of the Contract Documents.
- B. Failure to request clarification or interpretation of Contract Documents will not relieve a Bidder of its responsibilities. Signing of the Bid Form will imply that the Bidder has thorough comprehension of the full intent and scope of the Contract Documents.
- C. Neither the Owner's Representative firm, nor the Owner, nor the Architect/Engineer will be responsible for oral instructions.
- D. **Email all pre-bid questions to Keith Searcy at ksearcy@frewdev.com.**
 - a. **All questions shall be submitted no later than seven (7) days prior to the Bid due date.**
 - b. Responses to questions will be issued in an addendum.

8. WITHDRAWAL OF BIDS

- A. Bids may be withdrawn upon written request received from Bidder prior to the time fixed for Bid due date and time. Negligence on the part of a Bidder in preparing its bid confers no right for withdrawal of that bid after the bid due date and time.
- B. Negligence on the part of the Bidder in preparing the Bid, or the failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation with respect to its bid.
- C. All bids shall be effective and may be accepted by the Owner for a period of sixty (60) calendar days after the date established for receipt of bids or for such longer period of time that Bidder may agree to in writing upon request by the Owner.

9. CONTRACT AWARD

- A. Owner reserves the right to accept or reject any or all Bids, including the right to reject all nonconforming, nonresponsive, or conditional Bids and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The Owner reserves the right to waive all informalities and non-material errors in such Bids, and to negotiate Contract terms with the responsive Bidder to whom the City makes an award.
- B. Discrepancies between words and figures will be resolved in favor of the words.
- C. **The Owner intends to award a contract to the responsible bidder submitting the lowest and best bid, taking into consideration any factors relevant to furtherance of the public interest, including but not limited to the Bidder's proposed construction schedule and duration.**
- D. Before award of the Contract, the successful Bidder will be required to satisfy the City as to the Bidder's experience and competence to construct the Work; the Bidder's status as being licensed to perform all Work, or of being properly licensed to perform all Work without any prospective testing or reduction; the Bidder's integrity and reliability in carrying out the provisions of its performance bond, and the Bidder's resources for the vigorous prosecution of the Work.
 - a. Be licensed with the City as a Class A – General Contractor; or
 - b. Demonstrate its ability, in accordance with Salina Code Section 8-173, to obtain a Class A – General Contractor license by designating an individual who is associated with the Bidder as an owner, officer, director, or employee and active in the building decisions of the Bidder and who, at the time of Bid submission, has either:
 - i. Obtained the appropriate certificate of competence for the Class A – General Contractor license with a minimum score of 75% from a nationally-

- recognized testing institution as contemplated by K.S.A. 12-1556, or the equivalent tests as administered by the International Code Council; or
- ii. Obtained a bachelor's degree in engineering, architecture, construction management or construction science from an accredited college or university.
- E. The City reserves the right to reject any Bid will be accepted from any person or firm, agent, or related entity who is in arrears to the City of Salina, Kansas upon debt of contract, who is in default as surety or otherwise upon any obligation to the City, who has failed in previous contracts to comply with the requirements of the specifications, or who has failed to fulfill any other terms or conditions of its other contracts with the City. The City shall have full authority to make such judgements, and reserves the right to waive this requirement.

END OF DOCUMENT 002113