

**ATHLETIC COMPLEX REST ROOM AND CONCESSION STAND PROJECT
Instructions for Bidders/Contractors**

PROJECT: Athletic Complex Rest Room and Concession Stand Project

LOCATION: Crest Ridge School District Campus

OWNER: Johnson County R-VII School District

BID SUBMITTAL

All bids must be submitted in writing and sealed. District shall review bids, prepared in compliance with the Instructions to Bidders/Contractors issued by the District, and delivered as follows:

Contact Persons: Brady Bryan, 660-620-5931, bbryan@crestridge.org

Bid Opening: All bids shall be opened at 2:00 p.m. on April 13th, 2018 in the Maintenance Shop at Crest Ridge School District.

Deadline

Bid Date: April 13th, 2018

Bid Time: 2:00 p.m., local time.

Location: Johnson County R-VII School District (Crest Ridge)
92 NW Hwy 58 Centerview, MO 64019

Bids will be thereafter publicly opened and read aloud. The District reserves the right to reject any and all bids and to waive minor informalities and irregularities. The District will review bids and make a determination and selection of the best bid according to the Board of Education.

BID QUESTIONS

For inquiries or questions about the bid or specifications, please contact the following:

1. Bid procedures and format - Brady Bryan, District Maintenance Director
2. Technical questions or site locations - Brady Bryan, District Maintenance Director

All questions or requests shall be submitted in writing/email prior to the bid closing. Replies may be issued by addendum.

**ATHLETIC COMPLEX REST ROOM AND CONCESSION STAND PROJECT
AWARD OF CONTRACT**

The District reserves the right to reject any and all bids, waive any and all informalities, and disregard all non-conforming or conditional bids or counter proposals. No bids shall be entertained by the District which are not made in accordance with the specifications furnished by the District and all contracts shall be let to the lowest responsible bidder complying with the terms of the letting, provided that the District shall have the right to reject any and all bids

In evaluation of the bids, the District shall have the right, based on qualifications and compliance with specifications for products listed and other determining factors, to award the contract to the lowest responsible bidder who best serves the interest of the project, not necessarily the low bid.

BOND

All contracts exceeding \$50,000 shall have a Performance and Payment Bond. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the Bid shall be furnished by the successful Bidder. Such bond shall be issued by a surety authorized to do business in the State of Missouri, and made payable to District as a guarantee that such Bidder will enter into a Contract with the District for the Work described in the Bid and furnish bond as specified.

COMPLIANCE WITH STANDARDS AND LAWS

All bidders are subject to and must comply with applicable state and federal anti-discrimination laws.

To the fullest extent not prohibited by law, the contractor shall indemnify and hold harmless the District, its Board of Education, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontractor for a part of the services), or of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services.

Contractors performing work at a District school must comply with all District-wide policies.

Bidders shall ensure work complies with all codes in place at the time of final completion.

**ATHLETIC COMPLEX REST ROOM AND CONCESSION STAND PROJECT
WAGE RATES**

General

This contract shall be based upon payment by the contractor and any subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.

The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

Records

The contractor and each subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the District. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and subcontractors will submit certified copies of their payrolls to the District prior to contract final acceptance.

Notices

Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

Penalty

Pursuant to Section 290.250 RSMo, the contractor shall forfeit to the District as a penalty, one hundred dollars (\$100) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any subcontractor under them.

Affidavit of Compliance

After completion of the work and before final payment can be made under this contract, the contractor and each subcontractor must file with the District an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

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Wage Determination

During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the contractor against the District, nor will deductions be made by the District against sums due the contractor by reason of such changes.

SPECIAL CONDITIONS

The District will not conduct business with entities providing products or services to the District for more than one (1) day unless the contract includes a provision that prohibits the business from utilizing an employee on District's property who is a registered sex offender. The District will also require business entities to require subcontractors to agree to the same condition.

The District requires that all vendors working in the District have on file with the District background checks for employees or subcontract employees who will be working unescorted on/in any District campus and/or buildings. The following types of background checks required are:

- Missouri Child Abuse or Neglect/Criminal Record Check;
- Missouri State Highway Patrol Criminal Record Check (\$13 per application);
- A search of the Federal Bureau of Investigation's criminal history files; and,
- A search of Missouri Case.net.

Upon notification of contract award, the contractor will be required to submit background checks for all employees who will be working unescorted on/in any District campus and/or building. All background checks are required to be on file prior to authorization to proceed. All background check documentation shall be delivered to Mechelle Toole, Superintendent's Secretary.

It shall be the responsibility of the contractor to ensure all their staff and their subs are in compliance with District access security requirements.

Missouri law will govern contracts entered into with the successful bidder.

The District may terminate contracts entered into with the successful bidder without cause upon 30 days' notice.

All work shall meet or exceed the American with Disabilities Guidelines.

Excessive Unemployment: The Missouri Department of Labor and Industrial Relations has determined that a period of "Excessive Unemployment" remains in effect and will remain in effect if the unemployment rate exceeds 5% in the state of Missouri. Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects. (See Sections 290.550 through 290.580 RSMo).

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AHERA Notification: the District has completed the removal of friable asbestos in all District school buildings. In addition, all facilities have now been inspected by a certified asbestos inspector as required under the ASBESTOS HAZARD EMERGENCY RESPONSE ACT OF 1986 (AHERA). A copy of the AHERA Plan has been filed with the State of Missouri and a copy is on file with each building administrator. The AHERA Plan is available for inspection during regular school hours.

Federal Work Authorization: All bidders for projects exceeding \$5,000 must provide a sworn affidavit and supporting documentation that affirms the bidder's participation in E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) as well as an affidavit that the bidder does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

OSHA Training: As a condition of the Contract with the successful bidder, a Contractor must provide a 10-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program ("Program") for Contractor's on-site employees as mandated by RSMo 292.675. Said Program must include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations. This requirement includes the following: All of Contractors' on-site employees must complete the Program within 60 days of beginning work on the Project; Any employee found on the work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project; Contractor's failure to comply with these requirements will subject it to penalties. Contractor shall forfeit as a penalty to the District \$2,500.00 plus \$100.00 for each employee employed by Contractor or Contractor's Subcontractor, for each calendar day, or portion thereof, such employee is employed to work under this Contract without the required training. Said penalty shall not accrue until the period in subsections 1 and 2 have elapsed. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Construction Contract. Contractor shall require its contracts with all Subcontractors to contain these provisions. Contractor shall be responsible for penalties to District due to any Subcontractor's employees' failure to produce documentary evidence of training in the required Program. Contractor may withhold all sums necessary to cover any penalty from Subcontractor by suing in the circuit court of the county in which the project is located. Contractor shall have no right of recovery against District

Lead Paint Guidelines: After April 22, 2010, contractors and their individual crew members working in pre-1978 school buildings that are child occupied and residential properties will be required to obtain their Renovator Certification by an accredited EPA Training Provider.

The District will not agree to indemnify any contractor for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

To the fullest extent permitted by law, the successful bidder shall indemnify and hold harmless the District, its Board of Education, officers, directors, partners, agents, consultants, employees and sub-contractors of each and any of them from and against all claims, costs, damages, losses and

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expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or related to the performance of the contract, provided that any such claim, cost, loss, damage or expense is attributable to and act or failure to act, negligent or otherwise, of the successful bidder, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the successful bidder or a subcontractor for a part of the services), or of anyone directly or indirectly employed by the successful bidder or by any subcontractor, or of anyone for whose acts the successful bidder or its subcontractor may be liable, in connection with providing these services.

PRE-BID INFORMATION

Prior to submitting a bid, bidders may visit the site, familiarize themselves with the conditions and actual quantities that are to be installed, and gather all other information necessary to complete the project in its entirety. A pre-bid walk through will be held at the Crest Ridge Maintenance Shop on Wednesday, April 4th at 10:00 a.m.

Interested contractors shall meet with the District Superintendent and District Maintenance Director.

There will be no future provisions or time allotted for those parties not present at this mandatory pre-bid to access areas. Attendance at this walk through is required in order for a bid to be considered.

The successful bidder shall not be allowed any extra compensation by reason of any matter concerning which the bidder might have fully informed him/herself because of his or her failure to do so prior to the opening of the bids. The successful contractor must employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractors and/or District operations.

All Missouri sales taxes which might lawfully be assessed against the District are to be paid by the District and shall not be included in the proposal cost.

Bids must state whether Bidder has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

TIME OF COMPLETION

Successful bidders shall begin work upon receipt of Notice to proceed and to complete the work by the date specified in a contract after a bid has been awarded. The District may assess liquidated damages in the amount of \$100 per day for work not completed as agreed upon in a contract after a bid has been awarded.

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BIDDER'S QUALIFICATIONS

Bidders must be properly licensed under the state laws governing their respective trades. A Performance Bond and separate Labor and Material Payment Bond may be required of the successful bidder. Insurance in a form acceptable to the District will be required of the successful Bidder.

Submission of a bid shall serve as evidence that the Bidder has confirmed that the Bidder is properly qualified to perform the work and is capable of obtaining the required bonds and insurance. Bidders shall, if requested, submit evidence in affidavit form of applicable experience, licensure, approvals, and certifications, adequate financial resources, work in hand capacity, adequate organization, and acceptable past performance. Bidder's qualification information shall be considered privileged and confidential.

DESCRIPTION/SCOPE OF WORK

The scope of work for the District Athletic Complex Rest Room and Concession Stand Construction Project shall include, but is not limited to, the following:

General Requirements

- 1) All existing conditions have been verified and requirements included to accommodate for such conditions.
- 2) All questions are to be submitted to **Brady Bryan**, Director of Maintenance.
- 3) The owner has the right to disqualify any and all bids.
- 4) Project tax status: **Sales Tax Exempt**
- 5) Wage requirements: **Johnson County, MO Annual Wage Order 24**
Dated 06/2017
- 6) Daily site clean-up of site is required with temporary fencing around the construction zone.
- 7) All necessary equipment to complete the project in a responsible manner is to be included.
- 8) Any special inspections and testing are to be paid for and coordinated by the contractor:
 - a) Proof roll building pad.
 - b) Concrete compression strength tests. [1 EA – foundation / 1 EA – building slab]
 - c) Rebar visual inspection.
- 9) Attachments:
 - a) Building floor plan sketch.

03 - Concrete

- 1) Provide under slab chemical termite pretreatment.
- 2) Building Foundation:
 - a) Earth formed grade beam.
 - b) 12" w x 36" d Continuous grade beam at perimeter.
 - i) Reinforcing: 4EA continuous / vertical slab ties are to be 6'0" in length at 2'6" OC.
 - ii) All bar is to be #4 domestic rebar.
 - c) 12" w x 8" d Continuous footing at interior frame walls.

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- i) Reinforcing: 2EA continuous / necessary horizontal ties for continuous bar installation.
 - d) Mix: 4,000psi air entrained mix design. Fly ash is permitted.
 - e) All foundation rebar is to be #4 grade 60, and properly supported. Bar is not permitted to be within 3" of earth.
- 3) Building Slab:
- a) 4" Thick of 1" clean capillary stone.
 - b) 4" Thick concrete slab with #3 grade 60 rebar reinforcing at 18"OC EW properly supported.
 - c) 12" Thickened edge that sits atop the grade beam.
 - d) Light broom finish with sprayed densifier / sealer.
 - e) 12 mil Vapor barrier is to be included underneath slab.
 - f) Mix: 4,000psi Non-air entrained mix design. Fly ash is permitted.

06 – Wood Construction

- 1) Building Dimensions:
 - a) Footprint: 22'0" x 30'0"
 - b) Eave height: 9'0"aff
 - c) Pitch: 4 to 12
- 2) Wall Construction:
 - a) Exterior wall framing: 2"x6" wood stud construction with 7/16" OSB sheathing.
 - b) Interior wall framing: 2"x4" wood stud construction.
 - c) 2"x10" Headers at all exterior wall openings.
 - d) Miscellaneous blocking for casework, toilet accessories, toilet partitions, plumbing fixtures, wall mount lighting, etc.
 - e) Sill sealer and termite shield.
- 3) Roof Construction:
 - a) Pre-engineered wood trusses at 16"oc.. End walls are to be a hip roof condition.
 - b) Building will have a 3" overhang to allow for the continuous vent installation.
 - c) Sub fascia: 2"x6" wood construction.
 - d) Sheathing: 5/8" OSB sheathing with plywood clips.
- 4) Lumber fasteners and rafter ties.

07 – Thermal / Moisture Protection

- 1) 30yr Architectural shingle with underlayment installed per manufacturer's recommendations.
- 2) Tyvek commercial building wrap on exterior walls.
- 3) 26ga R-panel pre-finished siding with associated flashings and washered fasteners.
- 4) Sheet metal fascia wrap, drip edge and all other sheet metal flashing to properly seal the structure.
- 5) Seal exterior penetrations with urethane joint sealants.
- 6) All roof penetrations are to have boots approved by roofing material supplier.
- 7) Continuous vent is to be supplied at eaves, along with a continuous ridge vent at the building peak.
- 8) Gutters and downspouts

08 – Openings

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- 1) 6040 Serving windows [2ea] are to be vinyl sliding windows with internal locking mechanism.
- 2) 2030 Sidewall windows [2ea] are to be vinyl fixed windows.
- 3) 3070 Exterior doors are to have galvanized hollow metal frames and insulated flush steel doors.
- 4) Concession Door Hardware:
 - a) Tamper proof hinges / door seals / threshold / door sweep / drip cap / grade 01 entry lock-set with interchangeable core / floor stop / closer
- 5) Restroom Hardware:
 - a) Tamper proof hinges / door seals / threshold / door sweep / drip cap / grade 01 dead bolt with interchange cores on interior and exterior / kick plate / push plate and pull handle / floor stop / closer

09 – Finishes

- 1) White pebbled fiberglass reinforced wall panels in all rooms.
- 2) Floor to be cleaned after work is completed and a densifier / dust proofing compound is to be installed.
- 3) 4" Vinyl cove base with toe in all areas.
- 4) Steel doors and frames are to be caulked and painted.
- 5) 26ga R-panel ceilings with associated flashings and fasteners.
- 6) Plastic laminate counters and pass through tops are to be supported by corbels. Base cabinets are NOT included.

10 – Specialties

- 1) Toilet partitions are to be floor mounted and overhead braced. Partitions are to be solid color phenolic construction.
- 2) Toilet accessories:
 - a) Grab bars and 24"x36" stainless-steel channel frame mirrors at lavatories are to be included.
 - b) All other toilet accessories are to be provided by the owner.
- 3) Men's and Women's restroom signage
- 4) Fire extinguisher in concession area

22 – Plumbing

- 1) Domestic Water:
 - a) 2" Polyethylene service line from main. All associated tap fees are to be included.
 - b) Line to be back-filled with aggregate underneath roadway.
 - c) Dual check valve is to be mounted under counter in concession area.
 - d) System is to be setup for airline connection and piping it to be sloped to drainage point for winterization.
 - e) All interior piping can be PEX.
 - f) All piping is to be properly supported and installed per manufacturer's written installation instructions.
- 2) Sanitary Sewer:
 - a) 4" Sanitary service line tied into main with clean-out spacing not to exceed 50' intervals.

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- b) All clean-outs are to have a 2'0" square concrete collar at grade.
 - c) All drain waste and vent piping for fixtures listed below and shown on drawings.
 - d) All piping is to be schedule 40 solid core PVC.
- 3) Fixtures:
- a) Plastic self-supportive wash basins [2ea]
 - b) Wall mount lavatories [3ea] with ADA faucets and drain pad kits
 - c) Wall hydrants [2ea]
 - d) Floor mounted toilets [2ea std height/2ea ADA height] with manual flushometer
 - e) Urinal [1ea] with manual flushometer
 - f) Floor drains [3ea]
 - g) Wall clean-out [1ea]
 - h) On demand point of use water heater [3ea]

23 – HVAC

- 1) Exhaust system with a 300 cfm minimum for each restroom.

26 – Electrical

- 1) All work associated with a new 200amp building service is to be supplied and installed under this contract. The service should be coordinated with the utility provider and should meet all utility provider installation requirements.
- 2) A 200amp recessed panel is installed in the concession area.
- 3) Owner is to provide all labor and material for the electrical inside the building from the contractor provided panel.

31 – Earthwork

- 1) Strip and stock-pile
- 2) Construct bldg pad 18" LVC
- 3) Excavation of footings
- 4) Grading for all site improvements.
- 5) Back-fill building slab and grade to drain
- 6) Finish grade all disturbed areas, seed and mulch.
- 7) Haul-off of all spoils. [onsite location as directed by owner]

32 – Site Improvements

- 1) Sidewalks.

00 – Alternates

- 1) Provide 20'0" front canopy area at concession area. Trusses will be supported by 2EA beams and posts resting on concrete piers.
- 2) Provide 5'0" eave extension the full length of each side of the structure. This is to include the front overhang identified as Alternate 1.

*All overhangs and eave extensions are to have 26ga prefinished 12" flat soffit panels with concealed fastener.

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To the extent that this description/scope of work calls for specific materials manufactured by specific providers, bidders may submit bids which include alternate materials manufactured by providers not named above, only to the extent that such alternate materials and alternate providers are comparable, in the Board's discretion, and each bid must specify the alternate materials/providers proposed within the submitted bid response.

Preference will be given to making District purchases to all commodities manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals when quality and price are approximately the same.

BID SUBMITTAL

Each bidder shall provide in their bid response, the following:

1. Bid bond required on ALL bids regardless of the cost
2. Total cost to complete the job in its entirety
3. **A complete list of all subcontractors and their addresses**
4. Signed copies of all addendums issued
5. Current completed W-9 form

The undersigned further agrees and understands that the District has the right to reject any and all bids, to waive technicalities or other requirements for its benefits, and to accept the bid as genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rule of any group, association, or corporation;

That there has been no attempt on their part to directly or indirectly induce or solicit any other vendor to submit a false or sham bid;

That there has been no attempt on their part to solicit or induce any person, firm or corporation to refrain from submitting a bid;

And that they have not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the District.

Materials provided during this process cannot be guaranteed to be held in confidentiality due to Missouri Sunshine laws.

Agreed and accepted:

Johnson County R-VII School District (Crest
Ridge)

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ATHLETIC COMPLEX REST ROOM AND CONCESSION STAND PROJECT
(Name and Address of Contractor)

By: _____

Date:

(Printed Name and Title)

END OF DOCUMENT

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ___ day of _____, 201__.

NOTARY PUBLIC

My commission expires: