

SACRED HEART JR. SR. HIGH SCHOOL-MUSIC ROOM REMODEL

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Sacred Heart Jr. Sr. High School Music Room remodel
 - 1. 234 East Cloud Street, Salina, KS 67401.
- C. Owner: Sacred Heart Jr. Sr. High School / Salina Catholic Diocese.
- D. Architect: Bieberly Architects, P.A. contact: David Bieberly
- E. Project Description:
Remodel of the existing band/music room (formerly the school chapel). Work includes new ceiling grid, new carpet, paint all walls, demo non-structural wood framed confessionals, demo non-structural 4” thick cmu walls, new doors, new separation wall between band room and instrument storage room.

1.2 BID SUBMITTAL AND OPENING

- A. The 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. Bids due by 2:00 pm, February 27, 2025
 - 2. Bids reviewed by the Building Committee at 3:00 in a closed-door meeting, not open to the public.
 - 3. Bids to be delivered to: Sacred Heart Jr Sr High School, 234 E. Cloud, Salina, KS Office of the Principal
 - 4. Anticipated Bid Approval: On or before February 28, 2025
- B. BID SECURITY
Bid security is not required on this project.

1.3 PREBID SITE VISIT

Contractors are welcome to come visit the project site at their convenience during school hours by contacting the principal, John Krajicek at 785-822-4534

- A. Bid and Contracting Documents:
 - 1. Bid documents will be provided in a Dropbox pdf format. A link to this folder will be provided by the Architect.
 - 2. All addendums will be uploaded to the same Dropbox folder as necessary.

1.4 PROJECT SCHEDULE AND TIME OF COMPLETION

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- A. Bidders are to provide good faith estimated dates for start of construction and final completion of construction.

1.5 BIDDER'S QUALIFICATIONS

- A. Bidders must be prequalified by Owner.
- B. 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, a Statutory Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.6 OWNER

- A. Owner will consider qualifications, proposed Contract Time, and proposed Contract Sum in evaluating Bid Proposals.
- B. Owner reserves the right to waive irregularities in Bid Proposals.
- C. Owner reserves the right to accept the Bid Proposal it deems the most responsible.
- D. Owner reserves the right to reject any or all bids at its discretion.

1.7 INQUIRES:

If there are questions regarding the Contract Documents, bidder must contact David Bieberly (785) 823-9221 dave@bieberlyarchitects.net. Any official changes warranted in the work will only be stated in an addendum which will be uploaded to the project Dropbox folder.

- 1.8 Issued by Architect on behalf of Owner.

END OF DOCUMENT 001116

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of the remodel of the Sacred Heart Jr. / Sr. High School Music Room (formerly the school chapel).

The Work consists of removing existing carpet and installing new carpet tiles, new baseboards, new acoustical ceiling grid and lay-in ceiling. Replace existing fluorescent lighting with new LED low profile can lights. Remove existing non-structural wood framed confessional booths, construct new metal stud walls between band room and instrument storage, install new doors and windows. Paint all existing walls. Provide and install acoustic ceiling ‘clouds’ and wall sound panels as indicated. Provide and install wall murals as indicated.

ALTERNATE 1: Clean, grind, or etch the existing quarry tile as indicated on the plans and install new concrete /epoxy floor as indicated. Verify existing quarry tile is sound and not loose or cracked before applying epoxy. Use primer designated for use on existing quarry tile flooring.

ALTERNATE 2: Install new 12” x12” cmu pilaster as indicated on the plan. See plans for details.

1.3 CONTRACTS

- A. Basis of Contract: STIPULATED SUM Contract. AIA Document A201-2017

1.4 EXISTING CONDITIONS

- A. Existing conditions may vary from those shown in the drawings. The Contractor shall examine the site and all conditions affecting the Work prior to submitting a bid. No claim for additional cost or time will be accepted for work related to variations in existing conditions, which can be determined by examination.

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. General:

1. The Contractor may use the existing space for project manager’s office.
2. The Contractor may use the school restroom facilities but is expected to be respectful of keeping the facility clean. Any misuse of the restrooms as determined by the Owner will result in the Contractor to provide temporary outdoor facilities at the Contractor expense.

- B. Blocking of Streets: In the event the Contractor or any of his subcontractors find it necessary to barricade any street or road within the Sacred Heart campus private streets, the architect must be

notified at least 24 hours in advance. Adequate notification must be given to coordinate re-routing of emergency vehicles.

- B. **Material and Tool Security:** The Contractor is solely responsible for the securing of his tools, equipment, and materials. The Owner nor architect takes any responsibility or liability for any materials, tools, or equipment, which is missing. Should the Contractor notice that he is missing any materials or equipment, he shall notify the architect immediately and complete the required reports.
- D. **Vehicle Parking:** All contractor personnel shall park in the contractor’s designated staging area as directed by the Architect and in no case shall they use any parking space designated for students/staff/or student drop-off spaces. Any vehicle found parked in other than designated areas will be towed. Construction parking will only be allowed in the Construction Staging Area located at the south end of the school campus.

1.7 SAFETY AND PROTECTION OF EXISTING PROPERTY

- A. **General:** The Contractor shall take all reasonable steps to prevent injury to persons (including employees) and property in performance of this Contract, including all steps and actions required under safety provisions of applicable laws and applicable construction codes.
- B. **Existing Property:** Contractor shall provide for the safety and protection of existing property. Any damage to existing facilities resulting from construction operations shall be reported immediately to the Architect and promptly repaired by the Contractor.
- C. **Concerned parties** shall be contacted a minimum of 24 hours prior to excavating near underground utilities.
- D. **Operation of valves or other appurtenances** on existing utilities, when required, shall be by or under the direct supervision of the owning utility.
- E. **Before acceptance of the work** by the Architect, the Contractor shall restore all property affected by his/her operations to the original or better condition.
- F. **During the construction period** the Contractor shall have use of the premises for construction operations, including use of the site.
 - 1. Confine operations to areas within limits indicated and as acceptable to the Architect. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Schedule deliveries and removal of debris to minimize space and time requirements for storage of materials and equipment on site.
 - 3. Contractor and Sub-Contractors shall not utilize on-site parking and should park in the Contractor Staging Area only.
 - 4. Keep the streets surrounding the project clear and clean at all times. Do not use these areas for storage of materials.
 - 5. Heavy school traffic occurs between the hours of 7:00 am to 9:00 am and again at 3:00 pm

to 4:00 pm. Contractor to avoid using the school private roads at these times

1.8 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. A contract modification for beneficial occupancy will be executed for each specific portion of the Work to be occupied.
 2. Prior to partial or beneficial occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
 3. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PERMITS, FEES, AND NOTICES

- A. The Contractor will secure the necessary building permit for the project.

END OF SECTION 01010

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DOCUMENT 002213 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS, GENERAL

A. INSURANCE:

1. The Contractor shall provide insurance required by Kansas Statues. Contractor shall also require subcontractors to provide insurance or General Contractor shall provide this insurance protection for them within his own coverage. Insurance shall be maintained throughout the construction period and for one year after final payment. Builders Risk shall be furnished by the Owner.

a. Contractor shall provide copies of all insurance to Architect within 2 days of request.

D. BUILDING PERMIT

1. The Contractor will secure and pay for any building permits required.

E. SHOP DRAWINGS:

1. Submit shop drawings electronically that are properly reviewed by Contractor and have affixed Contractors review and status stamp. Contractor shall retain one copy of the approved shop drawings, submittals and maintain at construction site.

F. TEMPORARY FACILITIES:

1. Contractor may connect to the Owners services for water and electrical power in the building. Contract may use Owner toilet facilities but must maintain facilities in current condition of cleanliness.

G. SPECIAL REQUIREMENTS:

1. Contractor shall verify with the Owner before disrupting water service or electrical service to the building.

H. GUARANTEE:

1. Contractor shall guarantee all work performed under this contract for a period of one year.

I. PAYMENTS:

1. On or before the 20th day of each month, the contractor shall submit to the Architect an itemized Application for Payment on AIA Document G702 supported by data substantiating the Contractor's right to payment as the Owner or Architect my require. Proper copies of insurance and locations for materials stored off site shall be submitted with G702. The Owner shall make progress payments to the Contractor as soon as possible but no later than 20 days following receipt of the application to the Architect.

INSTRUCTIONS TO BIDDERS

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J. COMPLETION:

1. Before being eligible for final payment, Prime Contractor shall deliver to the Architect:
 - a. A note book containing one copy of approved submittals and shop drawings.
 - b. One copy of Contractor's Affidavit of Release of Liens (AIA Form G 706).
 - c. One Copy of Project Completion Certification.
 - d. One copy of Application and Certificate for Payment (AIA Form G702).
 - e. A note book containing one copy of all warranties or any other warranties specified hereinafter.

K. CHANGE ORDERS:

1. The proposed cost to the Owner resulting from any change in work, which results in an increase of the contract amount, shall be as requested by the Owner and proposed by the Contractor on the basis of the lowest possible costs. The Contractor shall present to the Architect an itemized breakdown of proposal with no more than 10% for overhead on work performed by his own forces. Contractor will be allowed 5% overhead and profit on any subcontractors work. No extra cost work shall be commenced until the extra costs has been stated and approved.

1.1 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- B. The Bidder is a properly licensed Contractor according to the laws and regulations of Saline County and the City of Salina, KS and meets qualifications indicated in the Procurement and Contracting Documents.
- C. The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.2 ARTICLE 3 - BIDDING DOCUMENTS

- 1) All costs in connection with the work, including furnishing of all materials, equipment, supplies, tools and labor shall be included in the proposed price. Each Contractors bid shall comply with all local, state and federal laws, ordinances and regulations (See K.S.A. 44-1030 and 44-201).
- 2) Layout work from dimensions shown on the drawings, do not scale from drawings. Where discrepancies may occur between drawings and specifications, specifications take precedence. For additional clarification, contact Architect.

1.3 ARTICLE 4 - BIDDING PROCEDURES

- A. Preparation of Bids:

INSTRUCTIONS TO BIDDERS

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1. Bid Forms shall use the Bid Proposal forms provided in the Bid Documents, shall complete the entire Bid Proposal form, and shall submit the Bid Proposal in a sealed envelope identified on the outside with: Bid Proposal for Sacred Heart Jr. / Sr. High School – Music Room Remodel.
 2. The Bid shall include separate lump sum prices for Alternate #1 and #2.
 3. The Bid shall list the Allowances for items for:
Allowance #1: \$20,000 for HVAC modifications to existing system
Allowance #2: \$8,000 for Alternate #2 – cmu column.
 3. Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
- B. Submission of Bids:
1. Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.
- C. Modification or Withdrawal of Bids:
1. Add the following sections to 4.4.2:
 - a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
 - b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.
- D. Break-Out Pricing Bid Supplement:
1. Provide detailed cost breakdowns no later than two business days following Architect's request.
- E. Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

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1. Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two (2) business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.4 ARTICLE 5 - CONSIDERATION OF BIDS

A. Rejection of Bids:

1. Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.5 ARTICLE 6 - POSTBID INFORMATION

A. Contractor's Qualification Statement:

1. Submit Contractor's Qualification Statement no later than 2 business days following Architect's request.

1.6 ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. AIA Document A101 – 2007 or as requested by Architect and/or Catholic Diocese of Salina, KS.
- B. AMMENDMENTS TO THE CONTRACT TO BE INCLUDED IN A101-2007 AS REQUIRED BY THE CATHOLIC DIOCESE OF SALINA. SEE “CATHOLIC MUTUAL “CARES”

1.7 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through the Architect, in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

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3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 00120

INSTRUCTIONS TO BIDDERS

BID PROPOSAL FORM FOR SACRED HEART JR. SR. HIGH SCHOOL MUSIC ROOM REMODEL PROJECT

PROJECT: SACRED HEART JR./ SR. HIGH SCHOOL – MUSIC ROOM REMODEL

BIDDERS NAME: _____

LEGAL ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

RECEIPT OF BIDS: SACRED HEART HIGH SCHOOL, 234 E. CLOUD, SALINA, KS SCHOOL OFFICE, 2:00 PM, FEBRUARY 27, 2025. DELIVER TO PRINCIPAL’S OFFICE

ADDRESSED TO: SACRED HEART HIGH SCHOOL JR./SR. HIGH SCHOOL
234 EAST CLOUD
SALINA, KS 67401

The undersigned having carefully examined and thoroughly perused the plans and specifications for the above project, and become fully familiar with conditions affecting the work required by the plans and specifications prepared by the architect, dated February 17, 2025, hereby proposes to provide all materials, labor, services, etc., required thereby for the base bid (excluding ALTERNATE BIDS #1 AND #2) of:

\$ _____

TOTAL _____

(Words)

ALTERNATE #1: \$ 20,000 FOR HVAC

ALTERNATE #2: \$8,000 FOR CMU COLUMN

TOTAL BID INCLUDING ALTERNATE #1 AND #2: \$ _____

Sales tax: this project is exempt from State of Kansas sales tax. Certificate to be provided by Owner.

Building Permit: Contactor to pay for City of Salina Building Permit

Bid and Performance Bonds: Not required

Contractor signature: _____ date _____

Catholic Mutual... "CARES"

Please check the box next to the document which is being utilized.
Checked boxes will denote the deletion and/or modification of
the corresponding AIA or AGC contract as shown below.

ADDENDUM/CHANGES TO AIA or AGC CONTRACT

Owner and Contractor agree that the deletions and/or changes outlined below will be binding and alter the corresponding AIA or AGC contract that is referenced. Both Owner and Contractor agree the Addendum will supersede any other contractual language.



AIA Document A201 - 2017

General Conditions of the Contract for Construction

10.2.5 Delete wording in parenthesis "other than damage or loss insured under property insurance required by the Contract Documents".

11.1.1 Add sentence to the end "Such insurance shall be endorsed as primary coverage for Owner."

11.3.1 & 11.3.2 & 11.4 Add sentence to the end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants or an agent of any of the above has liability insurance to cover damages sustained by Owner and Contractor."

15.1.7 Delete entire paragraph



AIA Document A101 - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum - Insurance and Bonds (Exhibit A)

A.2.3.1 Replace last two sentences with "This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project and the interest of Mortgagees as loss payees. While the interests of all parties are covered, only the Owner will be named as an insured."