



Johnson County Commission

Troy A. Matthews
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

**Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
(660) 747-6161 - Fax 747-9332 - www.jococourthouse.com**

SOLICITATION TITLE: Johnson County Courthouse – East / West Entrances and Accessible Entrance Repairs

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- (✓) = Full / Formal Bid for Products *and* Services.
- () = Full / Formal Bid for *Services ONLY*.
- () = Full / Formal Request for Proposals.
- () = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

DATE OF ISSUANCE	Thursday, April 6, 2023
PREBID MEETING	10:00 a.m. (CST) on Monday, April 24, 2023
FINAL QUESTIONS DEADLINE	1:30 p.m. (CST) on Tuesday, May 2, 2023
PROCUREMENT SUBSTITUTION REQUEST DEADLINE	1:30 p.m. (CST) on Tuesday, May 2, 2023
BID SUBMISSION DEADLINE	3:00 p.m. (CST) on Thursday, May 11, 2023
ARCHITECT	Trudy Faulkner, AIA LEED AP STRATA Architecture + Preservation 1701 Oak Street, Suite 100, Kansas City MO 64108 (816) 474-0900 trudy@strata-arch.com
STRUCTURAL ENGINEER	Philip Steed, PE Structural Engineering Associates 1000 Walnut Street, Suite 1570, Kansas City MO 64106 (816) 719-9973 psteed@seassociates.com
OWNER	Johnson County Commission 300 N Holden, Warrensburg MO 64093 (660) 747-2112
PROJECT LOCATION	Johnson County Courthouse 300 N Holden, Warrensburg MO 64093

PAGE TABLE OF CONTENTS

- 1 Cover Sheet, Solicitation Title & Type, Deadlines, and Table of Contents
- 2 Bid Title, Submission Locations, Bidder Information, Basic Processing Information
- 3-4 Instructions and General Conditions
- 5-8 Specifications
- 8-9 Procurement Substitution Procedures and Bid Form
- 10 Unit Prices Form and Bid Security Form
- 11 Alternatives Form
- 12 Final Compliance Checklist
- 13-14 Exhibit A (Procurement Substitution Requests – Submittals and Form)

Request for Bid Title/Name: **Johnson County Courthouse – East / West Entrances and Accessible Entrance Repairs**
PLEASE MARK YOUR ENVELOPE "**SEALED BID – COURTHOUSE ENTRANCES**"
RETURN ONE (1) ORIGINAL, FOUR (4) HARD COPIES and ONE (1) USB COPY.

Bid Submission

Location / Mail Address: Johnson County – County Clerk
Attn: Diane Thompson, County Clerk
300 North Holden Street, Suite 201
Warrensburg, Missouri 64093
Phone: (660) 747-6161

Bid Opening

Location / Address: Johnson County Courthouse – Commissioners Office
300 N. Holden Street
Warrensburg, Missouri 64093

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Warrensburg, Missouri, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as **initial, by hand, all pages**. By initialing each page, you are acknowledging having thoroughly read and agreeing to each item on the page, any page not initialed will be considered non-responsive and may be disqualified. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name

Authorized Person (Print)

Address

*Signature

City / County / State / Zip

Title

Telephone #

Fax #

Date

Federal Tax ID #

*E-mail (MUST be legible.)

Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

BASIC PROCESSING INFORMATION:

All formal invitations for bid are handled by the Johnson County Clerk.

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Item 1.15 for the process to submit questions.

1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1. Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2 with a return name & address. No fax or electronic transmitted responses will be accepted.
- 1.2. Submittal: Sealed responses may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions. Sealed Responses must be delivered before “Bid Submission Deadline” as listed on page one, to the Johnson County Clerk as listed on page two. It is the Bidder’s responsibility to ensure responses are delivered in a timely fashion to the Clerk’s Office. Courier or hand delivery is recommended.
- 1.3. Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered “NON-RESPONSIVE” and will not be opened or returned.
- 1.4. Opening: Bids will be opened publicly at “Opening Date/Time” and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.
- 1.5. Award/Timeline: Recommendation for award will be made formally by the Johnson County Commission as soon as possible after a complete review.
- 1.6. Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.
- 1.7. Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.
- 1.8. Presentations/Inspections: The County reserves the right to conduct personal interviews of or require presentations, inspections, from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.
- 1.9. Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.
- 1.10. Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.
- 1.11. Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.
- 1.12. Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Johnson County will process payment in full. Invoices need to be issued and mailed to the requesting department - not to the Clerk. Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.
- 1.13. Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.
- 1.14. Bid Results: Bid results are posted on the County website at: <https://jococourthouse.com/bids.html> Please do not call for results. An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors.
- 1.15. Questions: All questions regarding this solicitation must be submitted to Trudy Faulkner via email by the time indicated on page 1. Any/all solicitation questions that result in modifications will be prepared as Addenda with answers and explanations to cover any/all new issues.

- 1.16. Addendum: If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications. Addenda are valid only for this RFB if in writing and issued by Trudy Faulkner. Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe. Any necessary Addendum will be posted on the Johnson County website with the original solicitation. When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.
- 1.17. Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."
- 1.18. Award of Contract: Any award agreement shall take effect upon the approval by the Johnson County Commission. If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
- 1.19. Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ___" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.
- 1.20. Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <https://jococourthouse.com/bids.html> If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.
- 1.21. Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.
- 1.22. Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.
- 1.23. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.
- 1.24. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 1.25. Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office (660-747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

2. SPECIFICATIONS

Johnson County Commission will accept and review responses to this RFB in an effort to select a qualified bidder for the Johnson County Courthouse – East / West Entrances and Accessible Entrance Repairs. The Johnson County Courthouse is located at 300 N. Holden Street, Warrensburg, Missouri 64093.

Background: The Johnson County Courthouse was designed by George E. McDonald and constructed by J. M. Anderson in 1898 for an amount of \$50,895. Warrensburg sandstone materials acquired from the Pickel Quarry (north of Warrensburg) were utilized for construction materials. The building is listed on the National Register of Historic Places. There is a covenant on the building and all proposed work will be reviewed compliance and approved by the Missouri State Historic Preservation Office (MO SHPO). The building has retained a significant amount of its historic character defining features at both the interior and exterior.

Project Description: Project consists of selective demolition and repairs at the existing entrance stairs, accessibility improvements, and selective restoration of existing masonry. The focus is to address the East Primary Entrance, the East Accessible Entrance, and the West Secondary Entrance where conditions of failing masonry, non-code compliant elements, and deficiencies related to accessibility and security access control are present. Bids will be received for General Contracting of all trades.

Note: All rehabilitation work will be monitored by the MO SHPO and mock-up approvals completed prior to construction. All work shall meet the requirements set forth by the Secretary of the Interior's Standards for the Treatment of Historic Properties. The work is to utilize the preservation principles found within the National Park Service's Technical Preservation Briefs for rehabilitation. These documents can be found at: www.nps.gov/tps/standards.htm AND www.nps.gov/tps/how-to-preserve/briefs.htm

The Johnson County Courthouse is owned and operated by the County and this project is considered a tax exempt. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt. Prevailing wage will be required on the project. The contractor will be responsible for compliance with any and all Missouri labor, environmental, and transportation laws, as applicable. All fees for plans and permitting are the responsibility of the General Contractor.

2.1. East Primary Entrance.

- 2.1.1. Over time, there have been slight modifications to the stone stair treads and non-original metal handrails installed.
- 2.1.2. To the south of the stairs at this entrance, there is a low, concrete plinth for holding the original bronze clock tower bell. The concrete is failing in this location and is to be removed and replaced. The bell is to be temporarily relocated and then reinstalled on the new concrete plinth after it has fully cured (minimum 28 days' time).
- 2.1.3. Minor repairs are to be completed to address failing areas of masonry, plaster and sealants.
- 2.1.4. Existing handrails are to be removed at the exterior. New metal handrails that turn back down to the walkway / stairs will be installed at the exterior stone stair. They are to be galvanized and then painted with 2 coats of high-performance coating.
- 2.1.5. Investigations for deterioration at the interior wood framed stair are to be conducted.
- 2.1.6. Debris is to be removed from underneath the east primary stair (Basement Level) to allow for investigation below the stair.
- 2.1.7. Termite assessment and repairs.
- 2.1.8. Existing handrails are to be removed at the interior (Two at the side walls and one at the center of the stair). New handrails are to be installed at the interior grand stair at the side walls. Patching at the historic plaster as well as at the wood treads where the center rail is removed is to be completed for a seamless finish.

2.2. East Accessible Entrance.

- 2.2.1. Opening was created in the 1964 modifications by conversion of an original window into a door opening and installation of a concrete landing and stairs at the interior. The opening is aluminum framed storefront and door with single pane ¼" glazing.
- 2.2.2. The approach from the exterior and elements of the interior design do not fully meet accessibility requirements.
- 2.2.3. Selective demolition of exterior concrete sidewalk immediately adjacent to the door and bell concrete plinth. Pitch of sidewalk will be lowered with 1.5% pitch away from building.
- 2.2.4. The existing aluminum door and storefront will be removed. Install temporary enclosure for weather protection and security.
- 2.2.5. Existing door sill and interior concrete landing and stair will be demolished. Door sill / threshold will be lowered approximately 4" to accommodate appropriate slopes for accessibility into the building. Note change in height between new threshold and existing Basement floor is to be approximately 14". Greater than this will require pitching at the interior floor to allow for two (2) seven inch risers at the stairs from the interior landing.
- 2.2.6. Full demolition of the interior wooden ramp and associated handrails. Removal of handrails at the stair on the north side.
- 2.2.7. Removal of wood wainscot cap / chair rail trim, and associated wood base.
- 2.2.8. Patching of underlying and exposed plaster walls / gypsum furring.
- 2.2.9. Installation of new gypsum veneer skim coat at all walls in entrance corridor / hall for seamless appearance. To also receive primer and two coats of finish paint. Color to be determined by Owner.
- 2.2.10. Remove and replacement of existing acoustic ceiling tile and grid with modifications to placement of step in ceiling height and installation of drywall bulkhead and soffit.
- 2.2.11. Two existing 2 x 4 lights are to be salvaged and reinstalled.
- 2.2.12. Installation of new concrete landing, stairs, and accessible ramp for improved accessibility into the building. Installation of new aluminum / steel handrails at ramp and stair.
- 2.2.13. Installation of new walk-off carpet tiles at interior landing and 2 x 2 square carpet tiles in entrance corridor / hall.
- 2.2.14. Installation of new aluminum storefront and door with 1" insulated glass units. Door is to receive panic hardware, push to egress ADA assistance at interior and exterior, card swipe security access at exterior for afterhours employee access. New steel / aluminum exterior pedestal for push button access and card swipe.
- 2.2.15. Minor electrical improvements will be completed at this entrance as well.

2.3. West Entrance.

- 2.3.1. The West Entrance retains the original stone treads and stone sidewalls. The stone treads are in very poor condition and have had temporary repairs completed in 2022 to extend their usable life.
- 2.3.2. A new concrete step has been added at the base of the stair to coordinate with site modifications at the west parking area. The concrete step is in poor to failing condition.
- 2.3.3. The existing stone treads, sidewalks and the base of the surrounding building walls are in a highly weathered condition with areas of failure.
- 2.3.4. The existing stone and concrete stair treads and part of the upper stair landing from the aluminum storefront out are to be demolished along with the immediate surrounding sidewalks to accommodate excavation for new stair footing installation.

- 2.3.5. The existing exterior metal handrail and interior metal handrails are to be removed. The interior plaster affected by this work is to be patched and repaired for a seamless finish. Prime and touch up paint as required on the interior.
 - 2.3.6. The interior historic handrail, newel posts and balustrade with a stained finish are to remain in place and be protected throughout construction.
 - 2.3.7. The historic stone sidewalls are to remain in place and be protected throughout construction. Minor masonry repairs are to be completed at these stone sidewalls.
 - 2.3.8. The existing aluminum storefront, doors and glazing are to be temporarily removed and reinstalled after structural improvements are completed. A temporary wall is to be constructed at the interior prior to removal of the storefront for a weather tight and secure enclosure.
 - 2.3.9. Prior to installation of the temporary wall and removal of the storefront, the existing historic ceramic tiles at the interior landing of the stair are to be carefully removed and salvaged for the Owner. New ceramic tiles to match the historic are to be installed at the interior after structural improvements are completed. The concrete substructure is to be recessed to accommodate the tile and setting bed thickness.
 - 2.3.10. New stairs and handrails are to be installed with a concrete support structure.
 - 2.3.11. Minor masonry repairs are to be completed.
 - 2.3.12. Repairs to the plaster at the landing and new sealants are to be installed for a weather tight enclosure at the landing entrance.
 - 2.3.13. New ice melt mats are to be integrated at the new concrete stair
 - 2.3.14. Installation of new exterior and interior handrails are to be completed.
 - 2.4. Procurement Document Availability: Request for Bid and Construction Documents, will be made available on the Johnson County, Missouri website at <http://www.jococourthouse.com/bids.html> A hard copy of the documents will be available after April 13, 2023 for review at the Johnson County Courthouse, 300 N. Holden St., Suite 203, Warrensburg MO and may be viewed between the hours of 8:30 a.m. and 4:00 p.m. on Monday, Tuesday and Thursday.
 - 2.5. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
 - 2.6. Prebid Meeting: A Prebid meeting for all bidders will be held at the Johnson County Courthouse, Room 203 (Commissioner's Office) at 10:00 a.m. (CST) on Monday, April 24, 2023. Prospective prime bidders are highly encouraged to attend.
 - 2.7. Bidder's Questions: Bidder's questions concerning any specifications, construction documents, or requested product technicalities, must be issued, in writing, to the Architect in writing no later than 1:30 p.m. on Tuesday, May 2, 2023. Please use the below information to contact the Architect:
Trudy Faulkner, AIA LEED AP
STRATA Architecture + Preservation
trudy@strata-arch.com
- All responses to questions will be issued through an addendum.
- 2.8. Prevailing Wage: Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

- 2.8.1. Posted Wage Rates: A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo).
- 2.8.2. Prevailing Wage Project Notification will be completed by Contractor for County to submit to Division of Labor Standards prior to work beginning. <https://labor.mo.gov/media/pdf/pw-2-ai>
- 2.8.3. Contractor Payroll Records (fully executed) will be submitted weekly to the Johnson County Clerk's office during project work. <https://labor.mo.gov/media/pdf/lis-57-ai> Contractor Payroll Records (fully executed) will be submitted weekly to the Johnson County Clerk's office during project work. <https://labor.mo.gov/media/pdf/lis-57-ai>
- 2.8.4. Compliance with the Prevailing Wage Law Affidavit will be completed by Contractor and submitted to the Johnson County Clerk's office. <https://labor.mo.gov/media/pdf/pw-4-ai>
- 2.8.5. Contractor's Wage Summary will be completed and submitted by the Contractor to the Division of Labor Standards before January 31, 2024. <https://labor.mo.gov/media/pdf/lis-04-ai>
- 2.9. Time of Completion: Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time, anticipated to be four months.
- 2.10. Bidder Qualifications: The Owner may make such investigations as he deems necessary to determine the ability and qualifications of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 2.11. OSHA Training: The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

3. PROCUREMENT SUBSTITUTION PROCEDURES

Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

3.1. Definitions

- 3.1.1. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids. See "Exhibit A" of the Request for Bids for process and form.
- 3.1.2. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" of the Contract Documents for conditions under which Substitution requests will be considered following Contract award.

3.2. Quality Assurance

Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers. Burden of proof is on the General Contractor.

3.3. Procurement Substitutions

- 3.3.1. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- 3.3.2. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 3.3.2.1. Extensive revisions to the Contract Documents are not required.
 - 3.3.2.2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3.3.2.3. The request is fully documented and properly submitted.

4. BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

Interested parties should complete the following information requests, with their lowest possible prices. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

- 4.1. Base Bid, Single-Prime (All Trades) Contract: The Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by STRATA Architecture Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled unit costs, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

_____ Dollars

(\$ _____). The above amount may be modified by the amounts indicated by the Bidder on the attached Alternates Form.

- 4.2. Bid Guarantee: The Bidder, agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 business days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

_____ Dollars

(\$ _____).

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

- 4.3. Subcontractors and Suppliers: The following companies shall execute subcontractors to the portions of the Work indicated:

- 4.3.1. Masonry Scope: _____.
- 4.3.2. Concrete Scope: _____.
- 4.3.3. Aluminum Storefront Scope: _____.
- 4.3.4. Electrical Scope: _____.
- 4.3.5. Metal Fabrication Scope: _____.

- 4.4. Time of Completion: The Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Owner and shall fully complete the Work within an anticipated four (4) month time frame.

5. UNIT PRICES FORM

The Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

5.1. Unit-Price No. 1 (Masonry Repair, Scaling and Spalling): Removal of unsatisfactory material and replacement with satisfactory material.

100 S.F. Dollars (\$ _____) per unit.

5.2. Unit-Price No. 2 (Masonry Repair, Patch of Existing Stones): Removal of unsatisfactory material and replacement with mortar patching compound.

50 S.F. Dollars (\$ _____) per unit.

5.3. Unit-Price No. 3 (Mortar Repair, Misc. Repointing): Removal of loose and deteriorated mortar material and replacement with satisfactory material.

400 L.F. Stone Dollars (\$ _____) per unit.

6. BID SECURITY FORM

Each bid must be accompanied by a bid bond payable to the Owner for five (5) percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check on a solvent bank may be used in lieu of a bid bond.

A state or local unit of government receiving funding from the Federal government, which requires contracting for construction or facility improvement, shall follow its own requirements relating to bid guarantees, and performance bonds, except for contracts or subcontracts exceeding \$25,000 and payment bonds for contracts exceeding \$50,000. For contracts or subcontracts exceeding \$25,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected.

C = Comply with item. (In some cases, this will serve as a simple acknowledgement.)

D = Do not / cannot comply with item.

C D

 6.1 Bid Bond Guarantee from each bidder equivalent to five (5) percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. * Required to be attached to be included in your submitted bid response.

 6.2 Performance Bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

 6.3 Payment Bond on the part of the contractor for 100 percent of the contract price, IF CONTRACT PRICE EXCEEDS \$50,000. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

7. ALTERNATES FORM

- 7.1. The Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- 7.2. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- 7.3. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- 7.4. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- 7.5. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within (60) sixty days of the Notice of Award unless otherwise indicated in the Contract Documents.
- 7.6. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the form below provides a formatted space for the adjustment of the Contract Time.

7.A Alternate No. 1: Stone Veneer at West Entrance to match historic stone in provide, color and texture in lieu of concrete topping at the upper landing and exterior stair treads and risers:

7.A.i Add _____ Dollars
 Deduct _____ Dollars
 No Change _____ Dollars
 Not Applicable \$ _____ Dollars

7.A.ii Add _____ calendar days to adjust the Contract Time.
 Deduct _____ calendar days to adjust the Contract Time.
 No Change _____ calendar days to adjust the Contract Time.

7.B Alternate No. 2: Wood Ramp at East Accessible Entrance (Note – landing is to be concrete):

7.B.i Add _____ Dollars
 Deduct _____ Dollars
 No Change _____ Dollars
 Not Applicable \$ _____ Dollars

7.B.ii Add _____ calendar days to adjust the Contract Time.
 Deduct _____ calendar days to adjust the Contract Time.
 No Change _____ calendar days to adjust the Contract Time.

7.C Alternate No. 3: Wood Stair at East Accessible Entrance (Note – landing is to be concrete):

7.C.i Add _____ Dollars
 Deduct _____ Dollars
 No Change _____ Dollars
 Not Applicable \$ _____ Dollars

7.C.ii Add _____ calendar days to adjust the Contract Time.
 Deduct _____ calendar days to adjust the Contract Time.
 No Change _____ calendar days to adjust the Contract Time.

7.D Alternate No. 4: Salvage and Reuse existing East Accessible Entrance Acoustical Ceiling Tile and Grid with modifications:

7.D.i Add _____ Dollars
 Deduct _____ Dollars
 No Change _____ Dollars
 Not Applicable \$ _____ Dollars

7.D.ii Add _____ calendar days to adjust the Contract Time.
 Deduct _____ calendar days to adjust the Contract Time.
 No Change _____ calendar days to adjust the Contract Time.

8. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with **all** of the below listed requirements or it may **not** be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please email or call Trudy Faulkner (trudy@strata-arch.com 816-474-0900) with any questions pertaining to these requirements or any other written instructions.

(✓) = Acknowledge intent to comply with or to have included the following items:

Item #	FINAL COMPLIANCE CHECKLIST	(✓)
8.1	The County will not accept any late proposals. Late packages will not be opened or returned.	
8.2	No fax or electronic transmitted proposals will be accepted.	
8.3	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.	
8.4	Un-readable responses, including an unreadable email address, WILL disqualify.	
8.5	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.	
ACKNOWLEDGEMENT OF ADDENDA		
8.6	Addendum No. 1, dated _____	
8.7	Addendum No. 2, dated _____	
8.8	Addendum No. 3, dated _____	
8.9	Addendum No. 4, dated _____	
8.10	Addendum No. 5, dated _____	
ITEMS TO BE INCLUDED IN BID SUBMITTAL PACKET		
8.11	Original bid response and any issued addendum. Please indicate the original.	
8.12	FOUR (4) Copies of bid response (one sided copy only). Please indicate copy.	
8.13	USB with electronic copy of bid response and any issued addendum.	
8.14	Bid Bond Guarantee for five percent [5%] of the bid price.	
8.15	Approved CSI Form 1.5C – Substitution Request Form (if applicable)	

Following the Commissions award of the bid, and before an agreement is signed between the parties, the additional documents will be required, such as:

- W-9 Form
- Prevailing Wage Project Notification <https://labor.mo.gov/media/pdf/pw-2-ai>
- Affidavit of Compliance with OSHA Training Requirements pursuant to §292.675 RSMo.
- Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Certificates of Insurances
- House Bill 1549 Compliance – Federal Work Authorization Program

Exhibit A

Procurement Substitution Requests – Submittals

Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening to:

Trudy Faulkner, AIA LEED AP
STRATA Architecture + Preservation
trudy@strata-arch.com
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
3. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - a. Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - b. Copies of current, independent third-party test data of salient product or system characteristics.
 - c. Samples where applicable or when requested by Architect.
 - d. Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - f. Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - g. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
4. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
5. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

Architect's Action: Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

**SUBSTITUTION
REQUEST**
(During the Bid Period)

CSI Form 1.5C

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.
Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____