

00 1116 – INVITATION TO BID

Keeley Construction Group is soliciting Lump Sum Proposal for the Cortex Apartments Project. Notice is hereby given that responses to this Request for Proposals (RFP) will be received by Keeley Construction Group for the provision of Construction Services on the Cortex Apartments.

The projected process and schedule for awarding the subcontracts are as follows:

Advertisement for Bid	Monday, February 20, 2023
Drawings Posted to Planroom	Monday, February 20, 2023
RFP Issued	Monday, February 20, 2023
Pre-Bid Meeting	Friday, March 3, 2023
Questions Due	Friday, March 10, 2023
Addendum & Q&A Issued	Friday, March 17, 2023
Bid Date	Wednesday, March 22, 2023
Proposer Interviews	March 27 – April 25, 2023
Expected Award	April 26 – April 28, 2023

All dates are approximate and are provided as a courtesy to Proposers. Keeley Construction Group reserves the right to modify this process or schedule.

Subcontracts will be held by Keeley Construction Group.

Bids will be received by the Contractor, Keeley Construction Group, by Building Connected or email, zheck@keeleyconstruction.com until 2:00 PM Central Time on March 22, 2023 described herein for project known as **Cortex Apartments**.

A Pre-Bid Meeting will be held at Keeley Construction's office (**500 S. Ewing, Suite G, St. Louis, MO 63103**) for this project on **March 3, 2023 at 10:00 AM**.

Please email zheck@keeleyconstruction.com in regard to the solicitation, documents, or forthcoming pre-bid meeting.

The purpose of this meeting is to acquaint all bidders with the project, its requirements, the bidding process, drawing availability and address technical questions concerning the project from prospective bidders.

All bid documents will be available for downloading from Building Connected on **February 20, 2023**.

Copies of the plans and specifications will be provided to the following plan rooms for viewing:

SLDC Planroom 2731 S Jefferson St. Louis, MO 63118 314-678-0087 Email: Repro@x-rhodes.com	Asian American Chamber of Commerce St. Louis 2650 S Hanley Road Ste 100 St. Louis, MO 63144 Email: info@aacstl.org
MOKAN Institute 4666 Natural Bridge Ave St. Louis, MO 63115 314-454-9675 Email: admin@mokanccac.org	African American Business & Construction Workers Association (AABCA) Makal Ali 314-376-9690 Email: aabca.media@gmail.com

<p>Hispanic Chamber of Commerce of Metropolitan St. Louis 3611 S Grand Blvd St. Louis, MO 63118 314-664-4432 Email: eplanton@hccstl.com</p>	<p>Heartland Black Chamber of Commerce 929 N Spring Ave, Ste B St. Louis, MO 63108 314-437-5876 Email: steelemarvin@sbcglobal.net</p>
<p>St. Louis Minority Business Council 211 N Broadway Suite 1300 St. Louis, MO 63102 314-444-1165 Email: lmathis@stlregionalchamber.com</p>	<p>St. Louis American 2315 Pine Street St. Louis, MO 63103 Email: webmaster@stlamerican.com</p>
<p>Employment Connection 2838 Market Street St. Louis, MO 63103 314-333-5627 Email: martinezs@employmentstl.org</p>	<p>MOWIT-Missouri Women In Trades 3245 Hampton Ave 2nd Floor St. Louis, MO 63139 636-926-2529 Email: mowitstl@gmail.com</p>
<p>Congress Of Racial Equality- N. Central Region 7420 Foley Dr. St. Louis, MO 63138 314-799-4746 Email: corehqncr@att.net</p>	<p>Minority Business Development Agency 911 Washington Ave Suite 717 St. Louis, MO 63101 314-391-4477 Email: tjilyard@stlouisbdacenter.com</p>
<p>Missouri Procurement Training & Assistance Center (MoPTAC) 132 E. Monroe Ave Kirkwood, MO 63122 314-376-5375</p>	<p>Women's Business Development Center (WBDC) 6722 Page Ave. St. Louis, MO 63133 314-584-6700 Email: achestnut@urbanleague-stl.org</p>
<p>People of Construction Email: peopleofconstruction@gmail.com</p>	<p>Business Diversity Development at Lambert Airport Email: businessdiversity@flystl.com</p>

Building Connected <https://app.buildingconnected.com/>
Please send an email to zheck@keeleyconstruction.com to request the link to the project.

INSURANCE REQUIREMENTS

- Keeley Construction Company standard insurance requirements and standard Subcontract Agreement will be required. See Exhibit C.

The Owner has adopted a comprehensive Inclusion Program for the construction phase of the Project which includes, but is not limited to, the following:

- Enterprise: 25% Minority and 5% Women.
- Workforce: 25% Minority, 15% Apprentice, 20% City Residents and 5% Women.

The Inclusion Plan requirements apply to all subcontractors and suppliers of all tier levels. Primary / First-Tier subcontractors/suppliers are responsible for all tier subcontractor/supplier requirements and goals.

The Owner and Contractor reserve the right to reject any and all Bids, to waive informalities therein to determine the most responsive bid, and to approve the Bond (if applicable). No bid may be withdrawn for a period of ninety (90) days subsequent to the specified time for receipt of bids.

The Contactor for this project is Keeley Construction Group.

All Requests for Information should be directed to the following:

Name: Zach Heck
 Email: zheck@keeleyconstruction.com

AND

Name: Chuck Hutton
 Email: chutton@keeleyconstruction.com

AND

Name: Nathan Munie
 Title: Director of Preconstruction
 Email: nmunie@keeleyconstruction.com

Bid Section	
Final Clean	Building Caulking
Testing	Air Barriers
Synthetic Turf	Overhead Doors
Asphalt Paving	Doors, Frames & Hardware
Excavation	Glass & Glazing
Erosion Control	Vinyl Windows
Site Demolition	Residential Drywall
Exterior Fencing	Flooring
Landscape & Irrigation	Painting & Wall Coverings
Landscape Furnishings	Acoustical Ceilings
Pavers	Commercial Drywall
Pavement Striping	Fire Extinguishers & Cabinets
Mill & Overlay	Acoustical Wall Panels
Fitness Turf	Toilet Partitions & Bathroom Accessories
Site Utilities	Signage
Rammed Aggregate Piers	Appliances
Gypsum Cement Underlayment	Mailboxes
Site Concrete	Solid Surface Countertops
Masonry	Window Shades
Structural Steel	Bike Storage
Misc. Steel	Trash Compactor
Cabinets & Countertops	Pools
Finish Carpentry Material	Fabric Structures
Rough Carpentry Labor	Trash Chute
Finish Carpentry Labor	Elevators
Common Area Casework & Millwork	Fire Sprinklers
Sheet Metal Flashing & Trim	Plumbing
Building Insulation	HVAC Piping
Metal Wall Panels & Soffits	HVAC Ductwork
Waterproofing	Site Electrical
Roofing & Roof Accessories	Electrical
Fiber Cement Panels	

Keeley Construction Group is an Equal Opportunity Employer.

END OF SECTION 00 1116

00 2113 - INSTRUCTIONS TO BIDDERS

1. BIDDING GUIDELINES

The submission of a Bid Proposal Form shall be deemed the Bidder's tacit acknowledgment and considered conclusive evidence that:

The Bidder has reviewed and taken into consideration all Bid Documents, including, but not limited to Drawings, Specifications, Information Available to Bidders and Addendum.

The Bidder has reviewed and taken into consideration all local regulations and any other reasonably known items that may affect the cost of performing the work.

The Bidder has attended the Pre-Bid Meeting, if applicable.

The Bidder has visited the site and is familiar with all conditions, including the nature, amount and location of the work, the general and local conditions, labor relations and all other matters which might in any way affect or have a bearing on the work or its costs.

The Bidder has taken into consideration expected weather conditions, and the incorporation of contingencies in its bid to cover the normal delays associated with a project of the type for which the bid is being submitted.

The Bidder assumes ultimate responsibility for ensuring that they have obtained all Bid Documents and are complete.

Compensation will not be awarded to contractors who have incurred costs for the above-mentioned items.

If a prospective Bidder discovers discrepancies, errors or omissions in the Bid Documents or is in doubt as to the true meaning of any part of the Contract Documents, Specifications or Drawings, the Bidder should immediately contact the Contractor, Keeley Construction Group for an interpretation.

If a contradiction in the Bid Documents occurs, then the more expensive interpretation shall prevail and be inclusive in that respective Bidder's bid.

Questions regarding the documents or bidding procedures or requests for interpretations, corrections or changes should be directed to the Contractor, Zach Heck.

No questions or requests are to be made to the Architect or the Owner.

Each Bidder shall comply fully with all laws, ordinances, rules, regulations, and orders of any public authority bearing having jurisdiction on the project.

All requests and questions will be received until six (6) business days before the opening of bids. After that time no requests for clarifications or questions will be accepted.

Interpretations, corrections, or changes to the Bid Documents made in any manner, other than a written Addenda issued by the Architect, shall not be binding and Bidders shall not rely upon such interpretations, corrections, or changes.

2. BIDDING INSTRUCTIONS

IMPORTANT: The bid proposal form and associated forms referenced must be used when submitting a bid for this project. Failure to provide the proper documents may result in the Bidder's proposal being considered non-responsive.

Each bid must show the full legal name and business address of the Bidder, including its street address if it differs from the mailing address.

Each bid must be complete and free from ambiguity and signed by an individual authorized to bind the Bidder and if submitted by a partnership or joint venture a list showing the full names and addresses of all partners or joint ventures must be provided.

The Bidder shall submit copies of the Bid Form via email or through Building Connected. Bids shall be submitted to:

Attention: Zach Heck, Preconstruction Manager
Keeley Construction Group
500 South Ewing, Suite G
St. Louis, MO 63103
Fax: 314-421-5933
Email: zheck@keeleyconstruction.com

All bids must be submitted by the bid due date.

All Bidders must submit a COMPLETE Work Package as excluded items and/or qualifications could lead to disqualification of bids.

All bids must be submitted in strict conformity with the documents contained in or referred to in the Bid Documents.

Bids shall be firm for acceptance within a minimum of ninety (90) days from the due date of this Advertisement to Bidders. Failure to provide the minimum quotation validity period may result in the Bidder's proposal being considered non-responsive.

Bids should include any known or reasonably expected price increases for material and/or labor. These costs should be included in the base price and clarified.

Bids shall be inclusive of all labor, material, equipment and/or other cost escalation that may occur during the project.

3. BIDDING INDEMNIFICATION

By submitting a Bid Proposal Form, each Bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and Contractor and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

4. BIDDING MODIFICATIONS/WITHDRAWAL OF BIDS

A Bidder may, without prejudice to itself, modify or withdraw its bid from consideration if such a request is made in writing and received by the Contractor prior to the due date and time for submission of bids stated in the Advertisement to Bidders.

5. BID EXPENSE

Any expense or costs incurred by the Bidder in the preparation of and response to the Bid Documents will be at the sole cost and expense of the Bidder.

6. AWARD OF THE CONTRACT FOR WORK

In awarding the work, the Owner and Keeley Construction Group will evaluate the price; the completeness of Bidder's submittal; the Bidder's skill, ability, responsibility, experience, capacity, financial standing, schedule, efficiency, and any other factor deemed appropriate by the Owner and Keeley Construction Group.

The Owner and Keeley Construction Group shall keep the following rights and considerations:

- a. To reject any or all bids and a bid not accompanied by all the bid information required by the Bid Documents or a bid in any way incomplete or irregular.
- b. To waive any informality or irregularity in any Bid received.
- c. To award all or any part of a bid as well as the right to let other contracts in connection with the work, including but not limited to, contracts for furnishing and installation of furniture, equipment, voice and data cabling, machines, appliances, and other apparatus.
- d. To award a Subcontract, based on the bids received, without any further discussion of such bids.
- e. To enter negotiations with any Bidder.
- f. To award individual Subcontracts for the Contract work based on each separate Base Bid Amount as itemized on the Bid Form; or to award a single contract to one Bidder based on the combined Bid for all the Contract work.

7. BID ALTERNATES

To accept alternates in any order or combination and to determine the low Bidder based on the sum of the Base Bid and the Alternates accepted. Acceptance of Alternates is at the sole discretion of the Owner. Each Bid Alternate may be considered separately; the Bidder is not to rely on acceptance of any Alternate Bids.

Please review the contract documents for any alternates requested by the owner. Voluntary alternates are always encouraged but should be separate from the base bid. All pricing is based on plans, specifications, and any addendums issued during bid time. If the owner chooses to accept the alternates, it will be done so after bids have been reviewed.

8. UNIT PRICES

The Bidding Documents may include Unit Prices in the Bid Form applicable to a specific Work Package(s) which must be completed by the Bidder as part of its Bid. If the Unit Prices are not completed, then the Bid will not be considered responsive and may be rejected by the Contractor.

It is the intent that all Unit Prices shall cover all costs, expenses, overhead and profit for such work.

9. OWNER'S TAX EXEMPTION STATUS

Construction materials purchased for and used on this project **are not** taxable.

1. LABOR RATES

The Bid Documents include Labor Rates on the Bid Proposal Form. Please provide all labor rates for your scope of work. If the Labor Rates are not completed, the Bid will not be considered responsive and may be rejected by the Contractor.

It is the intent that all Unit Prices shall completely cover all labor costs, travel expenses, overhead and profit for the trade.

2. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bond rates are required to be provided for this project as an alternate for each bid package.

3. CHANGES TO THE DOCUMENTS

On this project the Architect will be using various change documents: Proposal Requests (PR's), Architectural Supplemental Instruction's (ASI's), or Construction Change Directives (CCD's). After review of the change document, if there are additional costs associated with the change an itemized proposal for the changes must be provided to the Project Manager or the proposal will not be considered. This proposal is to include a detailed description including all labor, material and equipment quantities. This proposal should show the requested fee clearly as well as any schedule impacts. Do not proceed with any changes until authorized to do so. All pricing must be provided within 7 calendar days upon receipt.

IMPORTANT NOTE: All change requests must be submitted on the Keeley Construction Group Change Request Form. An electronic (EXCEL) copy of the form can be provided upon request.

14. Economic Inclusion Plan

All subcontractors are to comply with the Economic Inclusion Plan for the project. The Economic Inclusion Programs goal specific to the project are:

Construction Enterprise Requirements

25% Minority-Owned Business
5% Women-Owned Business

Construction Workforce Goals

25% Minority
15% Apprentice
20% City Residents
5% Women

All subcontractors will be required to utilize Global Project Tracking System (GPTS) to report payments received from Keeley Construction Group and payments made to sub-tiers.

1. It is the responsibility of prime subcontractors to enter 2nd tier subcontractors into GPTS.

Subcontractors are also required to utilize GPTS to report workforce data and certified payroll for all tradespeople working on the project.

For more info regarding GPTS requirements or enrollment please contact Morgan Schroeder at mschroeder@keeleyconstruction.com

END OF SECTION 00 2113

EXHIBIT "A"

INSURANCE REQUIREMENTS

A. General Liability - Commercial General Occurrence

1) General Aggregate	\$	2,000,000
2) Products Aggregate	\$	2,000,000
3) Personal Injury	\$	1,000,000
4) Each Occurrence	\$	1,000,000
5) Fire Damage	\$	50,000
6) Medical	\$	5,000

B. Automobile Liability

Must show ANY AUTO or ALL OWNED AUTOS including hired and non-owned autos.

1) Combined Single Limit	\$	1,000,000
or		
2) Bodily Injury (Per Person)	\$	500,000
Bodily Injury (Per Accident)	\$	1,000,000
Property Damage	\$	250,000

C. Worker's Compensation - Statutory Employers Liability

1) Each Accident	\$	1,000,000
2) Disease - Policy (Limit)	\$	1,000,000
3) Disease - Each Employee	\$	1,000,000

D. Umbrella/Excess Liability

1) Each Occurrence	\$	5,000,000
2) Annual Aggregate	\$	5,000,000

Notwithstanding anything to the contrary herein, if Owner and/or the Contract between Owner and Contractor have different requirements, amounts, or types of insurance, as stated hereinabove, then Subcontractor shall comply with

those different requirements, amounts, and/or types of insurance at Subcontractor's sole cost, i.e. there will be no additional charge to Contractor.

The general liability, automobile and umbrella policies shall be endorsed to reflect Keeley Construction Group, Inc., and Owner as additional insured including completed operations on a primary and non-contributory basis and provide a waiver of subrogation on all policies in favor of Keeley Construction Group, Inc., and Owner where permitted by law. Thirty days (30) days written notice shall be provided to Keeley Construction Group, Inc., in the event of cancellation. Coverage will be carried for three (3) years after project completion. Insurance provided shall be written with an insurance company with an A.M. Best Rating of A or better.

SEE ATTACHED SAMPLE COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE:	FAX:
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Company To Be Determined	
INSURED SUBCONTRACTOR	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE/OCCUR <input checked="" type="checkbox"/>			123456789	12/31/2017	12/31/2018	EACH OCCURANCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICPRO- <input type="checkbox"/> YJECTLOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY			123456789	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			123456789	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A		123456789	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Additional Remarks Schedule, if more space is required)

PROJECT: **JOB #**

KEELEY CONSTRUCTION GROUP, INC. AND AND ITS AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY CONTRACT ON THE GENERAL LIABILITY POLICY (ON-GOING & COMPLETED OPERATIONS) AND AUTO LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS.
 WAIVERS OF SUBROGATION TO APPLY WHERE REQUIRED BY CONTRACT AND PERMITTED BY LAW.

CERTIFICATE HOLDER	CANCELLATION
KEELEY CONSTRUCTION GROUP, INC. 500 S. EWING, STE. G ST. LOUIS, MO 63103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Bid Schedule:

Cortex MX Bid Schedule Fri 2/17/23

