

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

1.01. DEFINITIONS

- A. Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, the bid form, other sample bidding and contract forms, and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- B. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by addition, deletions, clarifications, or corrections.
- D. A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Document.
- H. A bidder is a person or entity who submits a Bid.
- I. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.

2.01. BIDDER'S REPRESENTATIONS

- A. Each Bidder by making his Bid represents that:

1. He has read and understands the Bidding Documents and his Bid is made in accordance therewith
2. He has visited the site, has familiarized himself with local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
3. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

3.01 BIDDING DOCUMENTS

A. COPIES

1. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the quantity stated therein.
2. Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid.
3. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner or the Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
5. Contractor is issued one set of drawings for the construction of the project. No additional prints or sets of drawings will be issued by the owner. Cost of reproduction for printing shall be paid by the contractor.

B. INTERPRETATIONS OR CORRECTION OF BIDDING DOCUMENTS:

1. Bidders and Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
2. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding

Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

4. Where discrepancies exist within the Contract Documents the proposal for the work shall be based on the better quality or greater quantity of work involved. No other method of estimating shall be used in preparing the bid proposal, unless contrary instructions are issued in the form of an Addendum before bid proposal due date
5. Any claim by the Contractor or Subcontractors that they, in submitting their respective bid proposals, did not include all items as shown in the Contract. Documents will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item, it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

C. SUBSTITUTIONS:

1. No substitutions will be considered during the bidding period.
2. Contractor's bids shall be based on providing materials and equipment as specified.
3. The materials, products, and equipment described in the Bidding Documents establish a standard of required function, quality to be met by any proposed substitution.
4. There shall be no substitutions unless an item is specifically designated as "or equal." All other items shall be provided exactly as specified.
5. Substitutions for items specified "or equal" shall be considered only after bids have been submitted. The burden of proof or merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

D. ADDENDA:

1. Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

2. Copies of Addenda will be made available for inspection whenever Bidding Documents are on file for that purpose.
3. No Addenda will be issued later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids, or one which includes postponement of the date for receipt of Bids.
4. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

4.01 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS:

1. Bids shall be submitted on forms identical to the form included with the Bidding Documents (00310, Pages 1-5). One (1) completed bid form shall be submitted.
2. All blanks on the bid form shall be filled in by typewriter or manually in ink.
3. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
4. Any interlineation, alteration or erasure must be initialed by the signer of the bid.
5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
6. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, state his refusal to accept award of less than the combination of Bids he so stipulates on the bid form nor qualify his Bid in any other manner.
7. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

B. SUBMISSION OF BIDS:

1. All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
2. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
3. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids

C. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.
2. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder, by telegram or by fax; if by telegram or by fax, such modification shall be worded so as not to reveal the amount of the original Bid. Written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. Modifications not followed by such written confirmation within the dated time limits shall be considered invalid.
3. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

5.01. CONSIDERATION OF BIDS

A. OPENING OF BIDS:

1. Unless stated otherwise in the Advertisement or Invitation to Bid, Bids will be opened privately, an abstract of the same information may, at the discretion of the Owner, be made available to the Bidders within a reasonable time.

B. REJECTION OF BIDS:

1. The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required data required by the Bidding Documents, or to reject a Bid which is any way incomplete or irregular.

C. ACCEPTANCE OF BID (AWARD)

1. It is the intent of the Owner to award a Contract to the lowest, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in his judgment, is in his own best interests.
2. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in Article 9, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

6.01 SCHEDULE OF VALUES

A. FORMAT

1. Attached to the Proposal Form, the Contractor shall furnish to the Owner, a signed Schedule of Values. The Schedule of Values shall be on a form identical to the form included with the Bidding Documents, Section 00310 Page number four.
2. The Schedule of Values will be subject to the Owner's final acceptance.

7.01 COMMENCEMENT AND COMPLETION OF THE WORK

A. SUBSTANTIAL COMPLETION

1. Construction shall begin within five (5) days of the issuance of a building permit.
2. The undersigned understands that time is of the essence in completing the work, and agrees, if awarded the Contract, to begin work within five days after the award, or the date specified in the Notice to Proceed, if issued, and to complete the entire work to the satisfaction of the Owner and Architect within 98 calendar days.
3. Substantial Completion shall be in accordance with the General Conditions of the contract (AIA-A201) paragraph 8.1.3 and 9.8.

B. FINAL COMPLETION

1. The Contractor agrees that said work shall be at the point of Final Completion within fourteen (14) calendar days after the Date of Substantial Completion.
2. Final completion shall be defined as all punch list and close-out items 100% completed and in accordance with the General Conditions of the Contract (AIA-A201) paragraph 9.10.

C. BONUS/LIQUIDATED DAMAGES

1. The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sum hereinafter stipulated as liquidated damages for each day of delay after the date established for Substantial Completion if the Contract Documents until the Work is Substantially Complete: Three Hundred Dollars (\$300.00)
2. The Owner will pay the Contractor, in addition to the Contract Sum, Three Hundred Dollars (\$300.00) per day for each day that the Work is Substantially Complete which is more than five (5) days earlier than the date established for Substantial Completion in the Contract Documents.

8.01 POST BID INFORMATION

A. A CONTRACTOR'S QUALIFICATION STATEMENT:

1. Bidders to whom award of the Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of

Bidding Documents.

B. SUBMITTALS:

1. The Bidder shall, within seven days (7) of notification of selection for the award of a Contract for the Work, submit the following information to the Architect:
 - a. A designation of the Work to be performed by the Bidder with his own forces;
 - b. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
 - c. A list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
2. The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
3. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder.
4. Persons and entities proposed by the Bidder and to whom the Owner and the Architect have made no reasonable objection under the provisions of Subparagraph 5.01B and 5.01C must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

9.01 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. FORM TO BE USED:

1. Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum.

10.01 GENERAL BIDDING REQUIREMENTS

A. SALES AND USE TAX:

1. The Contractor agrees to comply with and to require all of his Subcontractors to comply with all the provisions of applicable State Sales Excise Tax Law and Compensation Use Tax Law and all Amendments to same. The Contractor further agrees to indemnify and save harmless the Owner, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Subcontractor to comply with the provisions of any or all said Laws and Amendments.

B. SOCIAL SECURITY ACT:

1. The Contractor agrees to comply with and to require all of his Subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the “Social Security Act” and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments and to such data, and the Contractor further agrees to indemnify and save harmless the Owner of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Subcontractors to comply with the provision of any or all of said Acts and Amendments.

C. PERFORMANCE BOND

1. General Contractor is not required to provide and pay for Performance and Payment Bond.

D. CERTIFICATES OF INSURANCE

1. Certificates of Insurance will be required prior to Contract signature.

E. ALTERNATES

1. See Section 00310, Alternate Bids, for description of all required alternate bids to be listed on the proposal.

F. NONDISCRIMINATION:

1. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of the nondiscrimination clause. The Contractor further agrees to insert the foregoing provision in all Subcontracts thereunder, except subcontracts for standard commercial supplies or raw materials.

G. LEGAL CONTROLS:

1. The Contractor's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulation of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as thought herein written out in full.

H. CONTRACTORS LICENSE LAW:

1. Contractor shall comply with, State and City Contractor's license laws and be duly registered and licensed thereunder.

END OF SECTION