

SECTION 00200 INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 THE WORK

- A. Renovations to BJ's Wholesale Club Store, as shown on the Contract Documents.

1.2 SECURING DOCUMENTS

- A. Additional copies of the proposed Contract Documents may be obtained from:

BJ's Wholesale Club
One Mercer Road
P. O. Box 9601
Natick, MA 01760-9601

1.3 BID FORM

In order to receive consideration, make bids in strict accordance with the following:

- A. Make bids upon the forms provided properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. If alternations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the bidder.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixes for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Owner, and deliver to the address given in the invitation to bid on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that his bid is received on time.

1.4 BONDS

- A. Prior to signing the Contract, the Owner may require the successful bidder to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum, and each on the form provided therefore in the Project Manual. Such bonds shall be issued by Surety acceptable to the Owner. Costs of such bonds will be added to the agreed Contract Sum; the cost of these bonds shall be carried separately on the bid form.

1.5 EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each bidder shall examine the drawings carefully, shall read the specifications and all the proposed Contract Documents, and shall visit the site of the Work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

1.6 PROOF OF COMPETENCY OF BIDDER

- A. An audited financial report of the bidder's company must be submitted along with the bid form; furthermore, a bidder may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

1.7 WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw his bid for a period of thirty (30) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

1.8 AWARDS OR REJECTION OF BIDS

- A. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

1.9 EXECUTION OF AGREEMENT

- A. The form of Agreement which the successful bidder will be required to execute is included in the Bid Package.
- B. The bidder to whom the Contract is awarded shall, within fifteen (15) calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
- C. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bond as are required by the Owner.

- D. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds and Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.10 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the Architect a written request for interpretation thereof not later than seven (7) days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.
- B. Interpretation or correction of proposed Contract Documents will be made only by Addendum and will be mailed or delivered to each general contract bidder of record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.11 SCOPE OF WORK

A. GENERAL:

1. The base bid shall include all material and equipment for the complete system; received at the job-site, off-loaded and installed, and shall include all freight costs to the site, and all applicable sales taxes.
2. All documents in the Bid Package shall be completed or the bid may be considered VOID.
3. Provide a one (1) year warranty on all parts and labor commencing at the time of acceptance of the completed installation by BJ's Wholesale Club. Specify all warranties with bid submission.

B. CONTRACTOR: The Contractor shall be responsible for the complete construction of all areas as required by the documents described on the "Document List" and this Scope of Work as enumerated below:

1. The Contractor shall indicate on the proposal form, the date of all addenda(s), and/or indicate N/A (not applicable), if none are issued.
2. The Contractor shall fill in all base bids, unit costs, hourly wage rates and overhead and profit on the Bid Proposal Form.
3. Substitution Sheet: The Contractor may elect to list any proposed material and/or equipment substitutions on the substitution sheet. Indicate any financial adjustments

and provide an explanation for the substitution. If there are no substitutions, indicate "NONE" and sign.

4. The Contractor shall list all Subcontractors, their address and telephone number. BJ's Wholesale Club reserves the right to disapprove the use of any Subcontractor.
5. The Contractor shall coordinate all phases of construction, as well as all necessary permits through completion of this project.
6. The Contractor must have full time qualified supervision on the job at all times. The Contractor must submit, with the bid, the proposed superintendent's resume to BJ's Wholesale Club for approval by the Owner.
7. The Contractor shall inform the Owner of any conflicts, errors or omissions before proceeding with the work.
8. The Contractor shall supply sufficient labor to satisfy the requirements of the project schedule. BJ's Wholesale Club will not, under any circumstances, pay for overtime premiums as a change order.
9. The Contractor shall provide storage facilities for his use as needed.
10. The Contractor will provide full time security as needed or required.
11. BJ's Wholesale Club reserves the right to ask any member of the Contractor's forces to leave the job, if the person fails to act in a responsible and efficient manner. Contractor agrees to replace that person by the next business day.
12. The Contractor will supply any "Fire Details" required during flame-cutting or welding operations.
13. The Contractor will supply any temporary electric services needed throughout construction. The Contractor will dismantle all temporary electric service and lighting prior to Substantial Completion.
14. The Contractor will coordinate all utility work as needed to connect all new mechanical-electrical equipment.
15. The Contractor will be responsible for dust control in compliance with federal standards and local ordinances.
16. All construction debris must be removed off-site and legally disposed of.
17. The Contractor will erect and maintain all barricades, handrails, warning fences, signage and temporary protection necessary for compliance with federal guidelines.
18. The Contractor will exercise extreme caution when working adjacent to abutting property and in the roadway.

19. The Contractor will coordinate and secure all inspections necessary to receive a Certificate of Occupancy.
20. The Contractor will conduct weekly job meetings on-site and distribute meeting minutes by the following job meeting. All major subcontractors must attend the weekly job meetings.
21. The construction schedule will be revised and distributed every two weeks throughout the course of construction.
22. Supply and install (30) 10 lb. ABC fire extinguishers and associated signage as per the local Fire Department's direction.
23. Owner will pay for all testing services including; but not limited to concrete, steel, soils, and other as required per local code.
24. Construction shall be complete, start to finish in eleven (11) weeks.

END OF INSTRUCTIONS TO BIDDERS