

Paving Project for Marshfield Fire Protection District Fire Station #1

SECTION 000100 - INSTRUCTIONS TO BIDDERS

1. GENERAL:

AIA Document A701, "Instructions To Bidders - Current Edition", Articles 1 through 8, as published by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006 are hereby, except as may be inconsistent herewith, made part of these Bidding Documents. These Instructions to Bidders apply equally to and are part of all Bidding Documents between the Owner and each separate Contractor for the Work under this Project. Copies of AIA Document A701 may be obtained from the owner upon request.

2. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS:

The following supplements modify, change, delete from or add to the "Instructions To Bidders - Current Edition", AIA Document A701. Where any Article of the Instructions To Bidders is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1; DEFINITIONS

1.6, REVISE the paragraph to read as follows:

1.6. 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. Alternates are identified in the Contract Documents.

ARTICLE 3: BIDDING DOCUMENTS

3.5, ADD the following new paragraph:

3.5 SUBCONTRACTORS AND MAJOR EQUIPMENT

- 3.5.1 All Bidders shall include a "Subcontractors and Major Equipment" list completed in its entirety, **to be submitted to Owner in a sealed envelope at the Bid Opening**. All Subcontractors and their contact information shall be listed along with the information requested on the major equipment. The list shall be on the bidders own form.
- 3.5.2 Subcontractors proposed by the Bidder shall be acceptable to the Owner.
- 3.5.3 The Owner reserves the right to approve or reject any listed subcontractor.
- 3.5.4 Bids received without a complete list of subcontractors and major equipment costs will be considered non-responsive and will not be accepted by the Owner.

ARTICLE 4; BIDDING PROCEDURES

4.1.8, ADD the following new subparagraph:

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Compliance with both the Missouri Prevailing Wage Law and Federal Davis Bacon Act for all labor utilized on this project is required. Copies of the applicable Annual Wage Orders are included in these specifications. Prior to beginning of any work, contractor will provide the owner with the following information on each subcontractor to be used on the project: Name, Address, City, State, Zip, Phone Number, E-mail Address, Type of Craftsmen Needed by Project, and the Scope of Work to be performed.

4.1.9, ADD the following new subparagraph:

This project is exempt from sales tax and the payment of sales tax is not required for materials purchased. The Owner will provide a Missouri Project Exemption Certificate for the Contractor's use during the Project.

4.2.1, DELETE the first two sentences and ADD the following two new sentences:

Each bid shall be accompanied by a bid bond, executed by the Bidder and a duly authorized surety company, certified check, or cashier's check made unconditionally payable to the **Marshfield Fire Protection District** for an amount not less than five percent (5%) of the maximum bid or bids submitted. The bid security pledges that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

4.2.4, ADD the following new subparagraph:

4.2.4 The owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract or until 60 days after bid opening, whichever is sooner. Notice of award or rejection shall be given within 60 days of bid opening. Bid securities will be returned as soon as practical.

4.2.5, ADD the following new subparagraph:

Bid Bond shall be written by a surety firm acceptable to the Owner, and shall guarantee that: if the Bidder is awarded Contract with Owner within sixty (60) days from the date bids were received, he will enter into a contract with the Owner within five (5) days after receipt of notice of award, and that a Performance and Labor and Material Payment Bond for 100% of the amount of the Contract will be provided as required by Article 7.

3. THE WORK

- A. Paving Project for Marshfield Fire Protection District Fire Station #1, at 521 S. Prairie Lane, Marshfield, Webster County, Missouri 65706. All work is indicated in the drawings and specifications.

4. SECURING DOCUMENTS

See Invitation to Contractors

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5. BID FORM

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

- A. Make bids upon the forms provided therefore, 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 alterations by erasure or cross-out are made for any reason, explain over such erasure or cross-out with a signed statement from the bidder.
- B. No telegraphic or facsimile bid or modification of a bid will be considered. No bids or corrections to bids received after the time fixed for receiving them will be considered. Late bids may be returned to the bidder at the Owners discretion.
- C. Address bids to the Owner, and deliver to the address given in the Notice to Bidders 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.
- D. See Article 20 "Preparation of Proposals".

6. 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 other 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.

7. QUALIFICATION REQUIREMENTS

- A. Bidders Contractor's Qualification Statements are required, Bidders Financial Statement is only required upon written request of the Owner.

8. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw his bid for a period of **sixty (60) calendar days** after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

9. AWARD OR REJECTION OF BIDS

- A. **General:** The Contract, if awarded, will be awarded to the most responsible bidder who has

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proposed the lowest and best bid complying with the terms set forth herein and in the interest of the Owner, and 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. The Contract Sum may be determined by the sum of the base bid, and/or the sum of any or all bid alternates, in any order, which the Owner may choose to add to the base bid. Owner reserves the right to show preference in selection of best bid criteria to more local and or regional firms in evaluation of bids.

- B. **Right to Reject Proposals:** The Owner reserves the right to waive minor technicalities; to reject any or all bids and award to the remaining lowest, responsive and responsible Bidder; or to resubmit Invitation For Bids to the same or other persons; whichever may be in the Owner's best interest.

- C. **Conditions of Award:** Award of Contract will be based on the following factors in combination:
 - 1. **PROPOSED CONTRACT AMOUNT:** Award will be based upon the best value of sum of base bid and any or all bid alternates the Owner may wish to accept. The Owner may accept alternates in any order and combination.
 - 2. **PROPOSED COMPLETION DATE / CONSTRUCTION TIME:** Award will be based upon the Substantial Completion Date / Calendar Days from the Notice to Proceed indicated in the Bid Proposal Form as determined by the Contractor.
 - 3. **BIDDERS QUALIFICATIONS:** Award of Contract will be made to a bidder who is experienced and qualified in similar size and types of projects, with a history of successful projects completed on time and with supportive references. A history of poor performance, poor quality workmanship, legal claims, dissatisfied referrals, and other anomalies may constitute grounds for disqualification and rejection of bid. A bidder who is unable to demonstrate ability, and/or history to manage and complete the project, according to the Contract, may be disqualified and have their bid rejected.

10. EXECUTION OF AGREEMENT

- A. The form of Agreement, which the successful bidder will be required to execute, is included in the Notice to Bidders.

- B. The Bidder to whom the Contract is awarded shall, within ten (10) 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 submit to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bond as may be 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 to provide Bonds or 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. Refusal of successful bidder to provide bonds or certificates of insurance that is satisfactory to the Owner shall be cause for disqualification from this project.

11. 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

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meaning of any part of the proposed Contract Documents, or finds discrepancies in, or omissions from, any part of the proposed Contract Documents, he must submit to the owner a request for interpretation thereof not later than three 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. Bidders are not at liberty to assume that a discrepancy or conflict thereby voids or omits any item entirely from the Contract.
- C. Discrepancies, conflicts, ambiguities, and errors which may have more than one interpretation, the default position shall be the more restrictive and/or more costly interpretation.

12. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. Time: The Contract requires the project to be Substantially Completed no later than date(s) stated on the **Bid Proposal Form**, as time is of the essence.

13. BONDS

- A. Bid security will be required on this project. Refer to 4.2.1, 4.2.4, and 4.2.5 herein.
- B. A Labor and Materials Payment Bond and a Performance Bond will be required for this Project. Refer to 4.2.5 herein.

14. TAX EXEMPT

- A. Sales Tax Exemption: **The Owner/Project is tax exempt.** A sales tax exemption certificate will be provided to the successful Bidder by the Owner.

15. WAGE RATES

- A. Prevailing Wage Rates: Do apply, and the Owner's Representative will provide the appropriate wage rates/forms to the successful Contractor.

16. ASBESTOS

- A. No asbestos products are permitted and certification of same may be required upon request. See "Summary of Work" Section 011000.
- B. Prior to commencement of the Work, the Owner shall provide the contractor with asbestos surveys and abatement certificates, if required.

17. GEOTECHNICAL REPORT

- A. A Geotechnical Report is not available for this project at this time.

18. MATERIALS AVAILABILITY

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- A. Prior to bidding, the Contractor shall confirm that all major materials, suppliers and subcontractors which may impact the critical path of the Construction Schedule are able to be delivered and/or provided such that the project schedule and substantial completion date are not adversely affected. The Contractor shall immediately notify the owner of any such conflicts and adversities, prior to issuance of final addendum, prior to bidding. The Contractor bears sole and full responsibility for compliance with terms of the contract for time and completion, (except as such terms may be modified by contract modification procedures upon timely notification by the Contractor.)

19. SUB-CONTRACTORS LISTING

- A. The Selected Contractor shall submit a listing of major Sub-Contractors to the Owner.

20. PREPARATION OF PROPOSALS

- A. All proposals must be properly signed and sealed and submitted as set forth in the Notice to Contractors. Each Bidder shall specify in his proposal, in figures, the lump sum price or the unit price for each of the separate items listed in the proposal. The proposal shall not contain interlineations, alterations, or erasures except as noted in Paragraph below. The Bidder shall show the products of the respective unit prices and quantities in the amount column provided for that purpose. These extensions shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries on the proposal form shall be in ink or typed. All errors in extensions or totals will be corrected by the Owner and such corrected extensions and totals will be used in comparing bids.
- B. All proposals shall be submitted without modification or reservation on the proposal form with each space properly filled. Proposals not on this form will be rejected.
- C. A Bidder may alter or correct a unit price, lump sum bid, or extension entered on the proposal form by crossing out the figure with ink and entering a new unit price, lump sum bid, or extension above or below in ink, and initialing the alteration or correction. If an alteration or correction of a unit price or lump sum bid is **not** initialed, the original unit price or lump sum bid will be assumed to be correct. All corrections must be made before any bids have been opened.
- D. A bid of an individual, including those doing business under a fictitious name, shall be signed by the individual, and his address shown.
- E. A bid by a partnership, including those doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner," and the business address of the partnership shown. The true legal name and address of each partner shall also be shown.
- F. A bid by a joint venture, including those doing business under fictitious names or corporations shall be executed by a duly authorized representative of each entity which is a party to the joint venture. The true legal name and address of each party to the joint venture shall also be shown.
- G. A bid by a corporation, whether acting alone or as a joint venture, shall include the address and name of the corporation and shall be signed by a person authorized by its Board of Directors to bind the corporation, with his title shown.
- H. The name and address of the Bidder shall be stated the same on all contract documents including

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the proposal, bid bond, contract, performance bond and insurance policies and certificates.

- I. If the successful Bidder is doing business in the State of Missouri under a fictitious name, such Bidder shall furnish to Owner a certified copy of its registration of fictitious name issued by the Secretary of State, State of Missouri. No contract will be executed until such certificate is furnished by the Bidder. If the successful Bidder already has on file with the Owner such a certificate, an additional certificate will not be required.
- J. **Certification of Non-Resident/Foreign Contractor:** If the Bidder is a foreign corporation or non-resident Contractor, the Bidder shall submit with its bid and agree to maintain during the life of this contract:
 1. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 2. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- K. No Contractor shall stipulate in his proposal any conditions not contained in the specifications or standard proposal form contained in the contract documents.
- L. Bids are to be presented in sealed envelopes, which shall be plainly marked with name of project, bid date and bid time and delivered to the place specified in the Advertisement for Bids. Bidders shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was dispatched in time to be received before scheduled closing time for receipt of bid.
- M. Before completing and executing the Bid Form, each Bidder shall examine the Bidding Requirements, Contract Forms, Supplementary Conditions, Specifications, Drawings, and other proposed Contract Documents, and all Addenda thereto; and shall be acquainted with and fully understanding
 - (1) the extent and character of the work covered by the Bid Form;
 - (2) the location, character and condition of existing roads, streets, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground, which may affect or be affected by the proposed work;
 - (3) the location, arrangement, and specified requirements of the proposed work;
 - (4) the nature and extent of excavations to be made, and the type, character, and general condition of materials to be excavated;
 - (5) the necessary handling and re-handling of excavated materials, including construction of fills and embankments;
 - (6) the location and extent of necessary or probable dewatering requirements;
 - (7) the difficulties and hazards to the work which might be caused by storm or flood water;
 - (8) local conditions relative to labor, transportation, hauling, and delivery facilities; and
 - (9) all other factors and conditions affecting or which may be affected by the work.

Each bidder shall hereby propose to furnish all materials, equipment, supplies, and appurtenances, to provide all construction equipment and tools; to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents and the drawings, specifications, and other

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documents referred to therein (as altered, amended or modified by addenda) at the lump sum prices stated.

Each Bidder shall fully and accurately complete the following Bid Form and shall provide a total price for each item shown. Prices provided shall include all labor, materials, overhead, profit, insurance, mobilization, license fees, and other costs, considerations, and requirements as indicated in the plans, specifications, and other contract documents.

END OF INSTRUCTIONS TO BIDDERS