

SECTION 00 2000INSTRUCTIONS TO BIDDERS**PART 1 - DEFINITIONS**

- 1.01 BIDDING DOCUMENTS** Include the Bidding Requirements and the proposed Contract Documents. Requirements consist of the Advertisement for Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, other sample bidding and contract forms. The proposed Contract Documents consists of the form of Agreement between the Owner and Contractor, Contract Terms & Conditions, Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.02 DEFINITIONS** set forth in the Contract Terms & Conditions, or in other Contract Documents are applicable to the Bidding Documents.
- 1.03 ADDENDA** are written or graphic instruments issued by the Architect prior to the execution of the contract that modify or interpret the Bidding Documents by additions, deletions, clarifications or correction.
- 1.04 A BID** is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.05 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.
- 1.06 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.
- 1.07 A UNIT PRICE** is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.08 A BIDDER** is a person or entity who submits a bid.
- 1.09 A SUB-BIDDER** is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

**PART 2 – NOTICE TO BIDDERS****2.01 GENERAL**

- A. The project consists of, but is not limited to, the remodel of the Mitchell County Public Health office space located in the Mitchell County Services Building. Bids are to be received no later than 2:00 pm on Thursday, November 14, 2019, and submitted at:  
Auditor's Office  
Mitchell County Courthouse  
212 South 5<sup>th</sup> Street  
Osage, IA 50461
- B. The work will be accomplished under a Single Construction Contract to include: General Construction, Mechanical Construction and Electrical Construction.
- C. A Bid may not be modified, withdrawn or canceled by the Bidder for at least thirty (30) days after the scheduled closing time for the receipt of bids, and each bidder so agrees in submitting a Bid.

- D. The Contractor shall be responsible for filling out and submitting the building permit application with the City of Osage.
- E. Contractor shall secure and pay for any other permits and governmental fees, licenses and inspections necessary for the proper execution of the Contract and which are legally required at the time the bids are received. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.
- F. Indemnification - To fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work.

## **2.02 THE BIDDER BY MAKING A BID REPRESENTS THAT:**

- A. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
- B. The bidder has read and understands the Bidding Documents or contract documents, to the extent that such documentation relates to the Work for which the bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
- C. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents.
- D. The Bid is based upon the materials, equipment and systems required by the bidding Documents without exception.

## **PART 3 – CONSTRUCTION TIME AND LIQUIDATED DAMAGES**

### **3.01 CONSTRUCTION TIME**

- A. The Agreement will stipulate the following:
  1. On-site work shall begin on or about January 1, 2020.
  2. Owner requests access door from lobby into immunization room be completed by March 1, 2020.
  3. Substantial completion shall be achieved by April 15, 2020, at the latest.
  4. Final completion shall be achieved by April 30, 2020, at the latest.

### **3.02 LIQUIDATED DAMAGES**

- A. No liquidated damages shall be assessed to the Contractor.

## **PART 4 - BIDDING DOCUMENTS**

### **4.01 COPIES**

- A. Bidders may obtain complete sets of the Bidding Documents from Skott & Anderson Architects for \$45.00 per set. General Contractors can receive up to one (1) set of Bidding Documents. Per Iowa Code Chapter 26.3, subsection 2, the deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in re-usable condition within fourteen (14) calendar days after the award of the project. If the contract documents are not returned within the timeline or in a reusable condition, the deposit shall be forfeited.
  1. The cost of replacement of any missing or damaged documents will be deducted from the deposit. A bidder receiving a Contract award may retain the Bidding Documents and the bidders deposit will be refunded.
- B. Bidders may obtain an electronic file of the Bidding Documents at no cost upon request to the Architect. The Architect will not be responsible for errors or omissions in the electronic files due to electronic transmission. It is the Contractor's sole responsibility to verify the completeness of the Construction Documents electronic transmitted file.
- C. Contractor shall review the existing conditions to understand all the work involved.
- D. 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.

- E. In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use of the Bidding Documents.

#### **4.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENT**

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
- B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least three business days prior to the date for receipt of Bids.
- C. Interpretations, corrections or changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

#### **4.03 QUESTIONS**

- A. Questions regarding this bid should be directed to the Architect, Gary Anderson, voice: 641-424-8689, e-mail: [ganderson@saarchitects.biz](mailto:ganderson@saarchitects.biz) AND as outlined in the Project Manual Project Directory.

#### **4.04 ADDENDA**

- A. Addenda will be emailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and the bidder shall acknowledge their receipt in his Bid.
- D. No extras will be authorized because of failure of the contractor to include work called for in the addendum in his bid.

### **PART 5 – BIDDING PROCEDURES**

#### **5.01 FORM AND STYLE OF BIDS**

- A. Bids shall be submitted ONLY on the form included in the Bidding Documents, Specification Section 00 3000.
- B. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the make-up 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.
- D. Interlineation, alterations or erasures must be initialed by the signer of the Bid.
- E. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".
- F. All requested Unit Costs shall be bid.
- G. Where two or more bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state the Bidders refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.
- H. 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.

**5.02 BID SECURITY**

- A. Each Bid shall be accompanied by and secured only by a cash deposit, cashier's check, certified check, or a bid bond. Bids accompanied and secured by any other form of bid security shall automatically be disqualified.
- B. Certified checks and cashier's checks shall be made payable to Mitchell County.
- C. Bid Bonds shall be written on the form provided in the Bidding Documents, or on AIA Document A310, Bid Bond. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- D. Bid security shall be agreed upon as the measure of liquidated damages which the Owner will sustain by failure, neglect or refusal of bidder to deliver a signed contract stipulating performance of the work in unqualified compliance with contract documents within ten (10) days after notification of award of contract is given.
- E. Bid security when submitted in the form of either a cash deposit, cashier's check, or a certified check by any bidder except the three lowest bidders will be returned within forty-eight hours after opening.
- F. Bid security when retained will, if either a cash deposit, cashier's check, or a certified check, be returned within forty-eight hours after the contract and performance and payment bond of the successful bidder has been executed by the Owner. If the award process involves more than the bid holding time established in the Bidding Documents, those bidders whose securities are retained shall have the right to negotiate with the Owner.

**5.03 SUBMISSION OF BIDS**

- A. Bid, the bid security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The bid security shall be in a separate sealed envelope. The envelopes shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address. If the Bid is sent by mail, the sealed envelopes shall be enclosed in a separate mailing envelope with the notation "**Mitchell County Public Health**" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. No facsimile bids will be accepted. Mail/ship or hand deliver only.

**5.04 BIDDER STATUS FORM**

- A. Along with their Bid, the Bidder shall submit the Bidder Status Form. See Section 00 3001 Bid Form. Failure to complete Bidder Status Form may result in the Bid being considered non-responsive and the Bid rejected.

**5.05 MODIFICATION OR WITHDRAWAL OF BID**

- A. 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 a Bid.
- B. Prior to the time and date designated for receipt of Bids, a 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 or by telegram; if by telegram, 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. A change shall be so worded as to not reveal the amount of the original Bid.
- C. Withdrawn Bids may be re-submitted up to the date and time designated for the receipt of Bids provided that they are fully in conformance with these Instructions to Bidders.
- D. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

**5.06 BID PREFERENCE**

- A. All bidders shall certify their state or foreign country of residence by completing the



Contractor, the successful bidder shall, when requested by the Owner, furnish the following information, which shall be sworn to under oath by him or by a properly authorized representative of the bidder:

1. The address and description of the bidder's plant location and place of business.
2. The name and/or articles of any co-partnership or incorporation.
3. Itemized list of all equipment available for use on the project.
4. Contractor will furnish a financial statement upon request of the Owner. Statement is to be valid and current. The Owner can request, at his option, further verification of any part of said statement.
5. The Owner may request such additional information, as may be required, which will satisfy the Owner of the bidders technical experience in the field(s) necessary for the successful completion of this project.
6. Sufficient documents to insure that the Contractor is in compliance with the current Fair Employment Practice requirement of the Owner.

#### **7.02 OWNER'S FINANCIAL CAPABILITY**

- A. The Owner shall, at the request of the Bidder to whom award of the contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

#### **7.03 SUBMITTALS**

- A. The Bidder shall, as soon as practicable after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:
  1. A designation of the Work to be performed with the Bidder's own forces.
  2. Names of the manufacturers, products and the suppliers of principal items or systems of material and equipment proposed for the Work.
  3. Names of persons or entities (including those who are to furnish materials and equipment fabricated to a special design) proposed for the principal portions of the Work.
- B. 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.
- C. 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 person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- D. Person and entities proposed by the Bidder and to whom the Owner and the Architect have made no reasonable objection 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 Architect.

### **PART 8 – PERFORMANCE BOND, PAYMENT BOND AND CERTIFICATE OF INSURANCE**

#### **8.01 BOND REQUIREMENTS**

- A. The Bidder shall furnish bonds covering the faithful performance of the contract and the payment of all obligations arising there-under and shall cover a period of (2) two years after the date of substantial completion. Bonds may be secured through the Bidder's usual sources.
- B. The cost shall be included in the bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be

- added to the bid in determining the Contract Sum.
- C. If the owner required that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.
  - D. Unless otherwise provided, the Bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both Bonds shall be written in the amount of the Contract Sum.
  - E. The Bidder shall require the attorney-in-fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

### **8.03 CERTIFICATE OF INSURANCE**

- A. The Bidder shall furnish liability insurance as identified in Specification Section 00 8000 Supplementary Conditions under Article 11. All insurance coverages noted in under the article shall be clearly identified in the Certificate of Insurance provided by the Bidder. No exceptions will be allowed.
  - 1. The document shall be submitted as identified in Part 9 of the Instruction to Bidders.

## **PART 9 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

### **9.01 FORM TO BE USED**

- A. 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 – AIA Document A101-2017.
- B. Three copies of the Agreement shall be prepared by the Architect, and signed by the Owner and Contractor. Each party shall retain a copy for their records.

### **9.02 TIME OF DELIVERY AND FORM OF PERFORMANCE AND PAYMENT BONDS**

- A. The Bonds shall be dated on the date of the Contract.
- B. The Bidder shall deliver three copies of each required Performance Bond and Payment Bond to the Owner not later than seven days following the date of award of the contract. If requested, a copy of the approved resolution and draft of contract shall be forwarded to the contractor for their bonding company use.
  - 1. The contractor shall sign the contract and provide it with the bonds to the Architect no later than ten days from award of contract. The Owner shall act on the contract and bonds at their next scheduled meeting.
  - 2. Payment for Bonds can be processed with the first payment application.

### **9.03 TIME OF DELIVERY OF CERTIFICATE OF INSURANCE**

- A. The Certificate of Insurance coverage period shall be current as of the date of the Contract. The Contractor shall issue a new Certificate of Insurance immediately upon expiration date.
- B. The Certificate of Insurance shall be included with each copy of the contract.

## **PART 10 – CONTRACT DOCUMENT INFORMATION**

### **10.01 EXAMINATION OF DOCUMENTS AND PRE-BID MEETING**

- A. Bidders shall carefully examine the Bidding Documents and visit the construction site to obtain first-hand knowledge of existing conditions. Requests for extra payments will not be allowed for conditions that could have been determined by examining bidding documents and existing conditions for related work under other contracts as it may pertain to their work.
- B. Pre-bid Meeting:
  - 1. The Pre-bid Meeting shall be held at the Mitchell County Services Building, 415 Pleasant Street, Osage, Iowa on Wednesday, November 6, 2019, at 1:00 P.M.
  - 2. The Pre-bid Meeting is not mandatory.
- C. Contractors shall contact Dave Hartogh at 641-832-7237 to coordinate on-site investigation with all contractors.

**10.02 PRE-CONSTRUCTION MEETING**

- A. The pre-construction meeting shall be held prior to the start of the project. This meeting shall include the Contractor, Owner's representative, Architect, Engineer, and any applicable contractor impacting the scheduling and sequencing of work. The condition of the buildings and grounds areas shall be recorded, and the Contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related project. Any existing conditions shall be so noted during this meeting and said conditions shall be submitted by the Consultant in writing to the Owner's representative

**10.03 PAYMENT SCHEDULE**

- A. The Contractor shall submit Application for Payment to the Architect by approximately the last day of each month or per cut-off dates established by the Owner based on scheduled School Board meetings. Work completed for payment shall be to and from the last day of each month. The Owner shall act on application for payment on the schedule board meeting of the following month, and payment shall be made by the last day of that month.

**10.04 CONTRACTOR'S CERTIFICATION**

- A. Non-asbestos certification: At the end of the project, the Contractor shall submit a letter to the Architect, addressed to the Owner, stating that no material containing asbestos has been used in the construction of this project.

**10.05 SALES TAX**

- A. Per Iowa Law HF2622, the Owners have chosen the option of issuing sales tax exemption certificates to the contractors and subcontractors associated with the project. The Owner shall issue tax exemption certificates to the Contractor and subcontractors, and notify the Iowa Department of Revenue and Finance to whom these items were issued.
1. The Contractor shall provide a list of subcontractors utilized by the Contractor to the Owner.
  2. Contractors and subcontractors may make copies of the certificates and give them to each supplier providing construction materials.
  3. Any material purchases tax-free and not used in the contract is subject to a contractor use tax in the quarter purchased.
  4. Misuse of certificates by a contractor or subcontractor could result in civil or criminal penalties.
  5. Requirements for material suppliers:
    - a. If presented with a certificate by a contractor or subcontractor, they are not to charge the tax.
    - b. A certificate does not need to be provided for each purchase related to a specific job. They are to keep a copy in their records in case of an audit.

END OF SECTION