

(12) CLASSROOM ADDITION TO ELEMENTARY

Project One

Unified School District

SECTION 00100

INVITATION TO BID & INSTRUCTIONS TO BIDDERS

(12) CLASSROOM ADDITION TO ELEMENTARY SCHOOL

Unified School District

City, State

Drawings and Specifications Dated January 2005

1. SCOPE OF PROJECT:

The Specifications and the accompanying drawings are intended to provide for all materials and labor necessary for the (12) Classroom Addition to Elementary School, City, State.

2. CONTRACT DOCUMENTS

2.1 The General Contractor may obtain drawings and specifications from the office of the Architects, "**YOUR NAME ARCHITECTS**", 1234 Street, City, State, Zip, upon the deposit of \$100.00 for each set of documents. Full deposit for one set of documents will be refunded to proposers who submit proposals, upon their return in good condition within two weeks after date proposals are received. No refund of deposit will be made to Contractors who do not submit proposals unless all documents are returned in good condition one week prior to time set for receiving bids. Additional sets of documents may be obtained by contractors, sub-bidders or material suppliers at cost of reproduction, postage and handling (minimum charge \$2.00), for which there will be no refund.

2.2 Contract Documents are on file and may be viewed at the office of the Architect, and;

- A. School District Office, 123 Street, City, State.
- B. Dodge Reports, 456 Street, City, State.
- C. Construction News, 789 Street, City, State.
- D. On line at www.addenda.org/"your name architects"

3. PROPOSAL PROCEDURE:

3.1 Bid Date:

- A. Sealed proposal for this project will be received by the Owners, The Board of Education, Unified School District, City, State at the Central Office, 123 Street, City, State Friday, March 11, 2005, CST

Library Furnishingsup to and until 11:30 A.M.
Sports Equipment.....up to and until 11:40 A.M.
General Constructionup to and until 1:00 P.M.

- B. At which time proposals received will be opened and read publicly. Any proposals received after closing time will be returned unopened.

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- 3.2 Should a proposer find discrepancies in, or omissions from the drawings or documents, or should he be in doubt as to their meaning, he shall at once notify the Architect, who will send written instructions to all proposers. Neither Owner nor Architect will be responsible for any oral instructions.
- 3.3 Proposals shall be made upon the PROPOSAL FORM or exact copy thereof bound into the specifications.
- Fill in all blanks on the PROPOSAL FORM clearly with ink. Erasures or other changes in a proposal must be explained or noted over the signature of the proposer. Signatures shall be in longhand by a principal duly authorized to sign contracts, and if proposal is by a corporation, the signature shall be accompanied by the corporate seal impression. Proposals shall contain neither alterations nor recapitulation of work to be done.
- 3.4 Should the Contractor fail to complete all of the work required by the Contract Documents on or before the date set for substantial completion, the Contractor shall pay as liquidated damages, the sum of \$200.00 per day for each consecutive calendar day the work extends past that date, Sundays and legal holidays excluded.
- 3.5 Each proposer is required to bid all alternates included in the Proposal Form, except that should he desire not to bid an alternate he may insert the words "no bid" in the space provided for prices for such alternate. In such case, if it is determined to use such alternate, the fact that the cost of the type or method bid in the proposal may be lower than that chosen shall not constitute the basis of a claim by the proposer that the contract shall be awarded to him. If an alternate price called for involves no change in price, proposer shall so indicate by writing the words "no change" in the space provided.
- 3.6 No oral or telephonic proposals or modifications will be considered. No telegraphic proposals will be considered, but modification by telegraph of proposals already submitted will be considered if received prior to time set for proposal opening.
- 3.7 Before submitting his proposal, each proposer shall carefully examine all documents pertaining to the work, visit the site of work, and fully inform himself as to all existing conditions under which the work will be performed. Submission of a proposal will be considered presumptive evidence that the proposer is fully aware of the Contract Documents, pertinent state and markets, and has made allowances in his proposal for all work and all contingencies.
- 3.8 Any addenda issued during the time of preparation of proposals are to be acknowledged in the Proposal Form and in closing a contract, they will become a part thereof.

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- 3.9 Enclose the proposal along with the required Proposal Security, in an opaque envelope:
Proposal For: (State category of the work)

Elementary Additions and Renovations

Unified School District

City, State

Name of Bidder.

4. PROPOSAL SECURITY:

- 4.1 Proposal Security, consisting of a bid bond, certified check or cashier's check on a solvent bank, must be enclosed with each proposal for at least five percent (5%) of the Base Proposal.
- 4.2 Proposal Security shall be made payable, without condition to **Unified School District**, City, State as a guarantee that the bidder, if awarded the contract, will promptly execute the formal contract in accordance with the proposal and as required by the other Contract Documents, and that he will furnish good and sufficient bonds for the faithful performance in each category of work will be retained until the contract is awarded or other disposition is made thereof. Proposal Security of all bidders will be returned promptly after the canvass of proposals.
- 4.3 Performance Bond and Statutory Bond will be required in an amount of 100% of the contract amount. Such bonds shall be in such form as indicated in the Revisions in the General Conditions and registered at the County Courthouse.

5. PROPOSAL WITHDRAWAL:

A Proposal may be withdrawn on written or telegraphic request received from proposer prior to time for proposal opening. No proposal may be altered or withdrawn for a period of at least thirty (30) days after opening of proposals.

6. SUBSTITUTIONS:

- 6.1 The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 6.2 If the Architect approves any proposed substitute, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

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- 6.3 No substitution will be considered unless written request for approval has been submitted by the bidder and has been received by the architect at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a completed description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changed in other materials, equipment or work which incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval disapproval of a proposed substitute shall be final.

7. AWARD OF CONTRACT:

Contract will be awarded as soon as possible to the responsible proposer submitting the lowest acceptable proposal (i.e. combination of Base Proposal and accepted alternates, with due consideration to unit prices), provided:

- 7.1 Evidence of the experience, qualifications and financial responsibility of the bidder and his subcontractors, and the time of completion are all-acceptable to the Owner.
- 7.2 Manufacturer's Guarantee, Service Warranty and financial responsibility of manufacturer.
- 7.3 The total of acceptable proposals are within the financial budget for the project.
- 7.4 The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive all technicalities concerning the proposals received when it may be in his best interest to do so.

End of Section 00100