

ADDENDUM NO.2

SULLIVAN MIDDLE SCHOOL ATHLETIC RESTROOM/CONCESSION BUILDING

ROCK HILL SCHOOLS
BID PACKAGE 1:
BID # 19-2024 SITE PREPARATION & UTILITY CONNECTIONS

BID PACKAGE 2:
BID # 19-2025 PRE-MANUFACTURED MODULAR PRECAST BUILDING

ROCK HILL SCHOOLS, YORK DISTRICT THREE
ROCK HILL, SOUTH CAROLINA

MOSELEYARCHITECTS

ARCHITECTURAL

COLUMBIA, SOUTH CAROLINA

March 2, 2020	VOLUME 1 OF 1	APN # 593120
---------------	---------------	-----------------

1 **GENERAL:**

2 Planholders are requested to attach this Addendum to the inside front cover of each Project Manual.
3 Inform all concerned that this Addendum modifies the Bidding Documents.
4 The following modifications and clarifications are hereby made a part of the Bidding Documents and
5 supersede or otherwise modify the provisions of the published *Project Manual* and *Drawings*, dated
6 February 7, 2020.
7 Refer to the Drawings and Specification Sections, if any, attached to this Addendum, which is hereby
8 made a part of this Addendum.
9

10 **MODIFICATIONS TO THE PROJECT MANUAL**

11 SECTION 002100

12 DELETE 002100 and ADD 002100 attached to the end of this Addendum
13 Revised paragraph 4.2.1 – Bid Security
14
15

16 **ADDITIONAL CLARIFICATION**

17 CLARIFICATION:

18 General Clarification – Submitting Bid Packages
19
20
21
22

23 **REFER TO SPECIFICATIONS ATTACHED TO THE END OF THIS ADDENDUM**

24 **REFER TO DRAWINGS ATTACHED TO THE END OF THIS ADDENDUM**

25
26
27 **END OF ADDENDUM NO. 2**



AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Sullivan Middle School Athletic Restroom Concession Building
Rock Hill Schools
Rock Hill, South Carolina

THE OWNER:
(Name, legal status, address, and other information)

Rock Hill Schools/York District Three, South Carolina
Post Office Drawer 10072
386 E. Black Street
Rock Hill, South Carolina 29730

THE ARCHITECT:
(Name, legal status, address, and other information)

Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, North Carolina 28277

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | DEFINITIONS |
| 2 | BIDDER'S REPRESENTATIONS |
| 3 | BIDDING DOCUMENTS |
| 4 | BIDDING PROCEDURES |
| 5 | CONSIDERATION OF BIDS |
| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents, but are subject to and governed by definitions under applicable laws and regulations.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 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.

§ 1.8 A Bidder is a person or entity who submits a Bid ~~and who meets the requirements set forth in the~~ in conformance with Bidding Documents.

§ 1.9 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.

§ 1.10 A Responsible Bidder means a person or entity that has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability that will assure good faith performance.

§ 1.11 A Responsive Bidder means a person or entity that has submitted a Bid which conforms in all material respects to the Invitation to Bid and requirements of the Bidding Documents.

§ 1.12 An informality means a minor defect or variation of a Bid from the exact requirements of the Invitation to Bid and of the Bidding Documents which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

- .7 The Bidder has carefully reviewed the Bidding Documents and has verified that all of the Bidding Documents received are complete. The Bidder shall notify the Architect immediately if received Bidding Documents are not complete.
- .8 The Bidder has familiarized itself with all applicable federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; the Bidder has obtained the necessary licenses for bidding, if applicable, and is licensed or certified to perform the Work..9
The Bidder shall pay all county, city, state and federal taxes required by laws in effect at the time the Bids are received and resulting from the Work or traceable thereto. Said taxes shall not be in addition to the Contract price between the Owner and the Bidder, as the taxes shall be an obligation of the Bidder and not of the Owner, and the Owner shall be held harmless and indemnified for the same by the Bidder.
- .10 The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any Bidder from any obligations with respect to its Bid or to the Contract.
- .11 The Bidder agrees that its Bid shall be based on products and work indicated in the Bidding Documents.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

In accordance with Invitation to Bid

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.2.1 When the Bidding Documents are returned by the Bidders to the Architect or Owner, the shipping or postage shall be prepaid by the Bidder. The Bidder's deposit will not be refunded if the deposit sum is non-refundable as indicated in the Advertisement or Invitation to Bid.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.4.1 Every Bidder is responsible to review all Bidding Documents received to verify that each set contains a complete set of Contract Documents. Any incomplete Bidding Documents shall be immediately returned to the Architect.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

In accordance with Invitation to Bid

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 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.

§ 3.3.1.1 The Bidder assumes all risks using a price or bid proposal representing a product or Work that is not indicated in the Bidding Documents and, if the Bidder elects to use that product or Work he shall submit it in accordance with the Division 1 requirements, and as stated herein. If that product or Work is rejected, the Bidder shall provide a product or Work indicated in the Bidding Documents at its cost. The Architect and the Owner shall not consider any requests for additional payments to provide the Work as required by the Contract Documents.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form ~~if one is provided~~ in the Bidding Documents.

~~§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.~~

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Copies of the Addendum will be posted electronically and a notice of posting will be sent via email to each plan holder of record.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no 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.

§ 3.4.3.1 Depending on the nature of an Addendum (clarifications, limited scope of revisions, added manufacturers) issued less than four days prior to receipt date, the Architect, in its professional judgment, reserves the right to issue said Addendum without postponement of the bid date. However, if in the professional judgment of the Architect, the information contained in the Addendum would be such that it would be unfair or unreasonable to prepare a bid proposal

based on the revisions in the Addendum, then the bid date will be postponed to allow distribution of the Addendum and time to prepare a bid proposal.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

~~§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.~~ Where so indicated by the bid form, all amounts shall be expressed in figures only.

~~§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.~~ All changes made by the Bidder to the bid form or outside of the envelope shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Bid, may be rejected by the Owner as being incomplete or nonresponsive.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form. If the Bidder does not desire to bid on an Alternate, enter the words "No Bid". If the Owner elects to accept an Alternate, all Bidders submitting a "No Bid" for the Alternate selected by the Owner will be ruled nonresponsive and their Bid will not be considered in the award of the Contract. If the Bidder does not enter an Alternate Bid amount, "No Change", or "No Bid" for all requested Alternates, and leaves the Alternate information blank, their Bid will be considered nonresponsive and will not be considered in the award of the Contract.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

~~§ 4.2.1 Each Bid shall be accompanied by the following bid security:~~ bid security in the form of either a cashier's or certified check or an acceptable Bid Bond in the amount of five percent (5%) of the Bid amount, and made payable to Rock Hill Schools/York District Three, South Carolina. The bid security is a guarantee that if the Contract is awarded by the Owner to the Bidder, the Bidder shall enter into the Contract with the Owner for the Work mentioned in this Bid or forfeit the bid security to the Owner, not as a penalty, but as liquidated damages. No forfeiture under a bid security shall exceed the lesser of (i) the difference between the Bid for which the bid security was written and the next low Bid of another Bidder, or (ii) the face amount of the bid security.

(Insert the form and amount of bid security.)

§ 4.2.2 All bonds shall be executed by a surety company selected by the Bidder which is legally authorized to do business in the State of South Carolina, and the bond shall be the same in both form as well as substance as AIA Document A310, Bid Bond. The Bidder shall require the attorney-in-fact, who executed the required bond on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney. The bond premium shall be paid by the Bidder and the cost shall be included in the Bid.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning sixty (60) days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

In accordance with Invitation to Bid

§ 4.3.2 Paper copies of the Bid, the bid security, 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.

§ 4.3.2.1 The Bidder shall place on the outside of the envelope containing its Bid the following notation: "Contractor License Number _____."

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.3.6 In the solicitation or awarding of Contracts, the Owner shall not discriminate because of the race, religion, color, sex, age, disability or national origin of the Bidder. The Owner welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Owner.

§ 4.3.7 Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction, shall not be subject to public disclosure under the Freedom of Information Act; however, the Bidder must invoke the applicable protection, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The Owner will not accept responses to the Invitation to Bid in cases where the Bidder declares the entire response to the Invitation to Bid to be proprietary information. The Bidder must designate, in the smallest increments possible, that part of the Bid which is deemed to be proprietary.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid. A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids

and for sixty-one (61) calendar days thereafter except as provided in subparagraph 4.4.3 of these Instructions to Bidders and each Bidder so agrees in submitting a Bid.

§ 4.4.1.1 A Bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of Bids. The Bidder shall notify the Owner in writing of its intentions. Such notice shall be in writing over the signature of the person who submitted the original Bid and the notice shall be received and date and time stamped by the Owner on or before the date and time set for the receipt of Bids.

§ 4.4.1.2 Bidders may indicate modifications to Bid amounts by writing the modification on the outside of the sealed envelope containing the Bid and initialing the modification. Only the Bid amount may be modified by this means; no other qualifications may be made.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows: A Bidder may withdraw its Bid from consideration if the Bid price was substantially lower than other Bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of Work, labor made directly in the compilation of a Bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw its Bid from consideration if the Bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of Work, labor or material made directly in the compilation of a Bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

§ 4.4.3.1 The Bidder shall submit to the Owner its original work papers, documents and materials used in the preparation of the Bid within one (1) day after the date fixed for submission of Bids. Such work papers shall be delivered to the Owner by the Bidder in person or by registered mail at or prior to the time fixed by the Owner for the opening of Bids. The Contract shall not be awarded by the Owner until such period has elapsed. Such mistake shall be proved only from the original work papers, documents, and materials delivered to the Owner as required herein.

§ 4.4.3.2 No Bidder who is permitted to withdraw a Bid shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit directly or indirectly from the performance of the Work for which the withdrawn Bid was submitted.

§ 4.4.3.3 If a Bid is withdrawn under authority of this section, the next lowest responsive and responsible Bidder shall be deemed to be the low Bidder.

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.) § 4.4.3.4 When the procedure set forth in the paragraphs above is utilized, original work papers, documents, and materials used in the preparation of the Bid must be submitted in an envelope or package separate and apart from the envelope containing the Bid marked clearly as to the contents.

§ 4.4.3.5 the Owner denies the withdrawal of a Bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders. All Bids received on time in accordance with the Bidding Document requirements shall be opened and publicly read aloud. Any Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of all Bids but prior to award, except in the event that the public body decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract. Any inspection of procurement transaction records shall be subject to reasonable restriction to ensure the security and integrity of the records.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or not in conformance with requirements of the Bidding Documents is subject to rejection.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.1.1 In determining the lowest responsive Bidder, the Owner may consider, among other things, the Bidder's past performance, conduct on other contracts, and other information provided by the Bidder, including in the Contractor's Pre-Qualification Package, if requested.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.3 In case of a tie Bid, preference may be given to goods, services, and construction produced in York County or the State of South Carolina or provided by persons, firms or corporations having principal places of business in York County or the State of South Carolina, if such a choice is available; otherwise the tie shall be decided by lot. A York County business may be given preference over a State of South Carolina business, if such a choice is available.

§ 5.3.4 If a Contract is to be awarded, the Owner will give the Bidder a Notice of Award within sixty (60) calendar days after the day of the Bid opening.

§ 5.4 NEGOTIATION WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

§ 5.4.1 If award of a Contract to the lowest responsive and responsible Bidder is precluded because of limitations on available funds, the Owner reserves the right to negotiate the Bid amount with the lowest responsive, responsible Bidder to obtain a Contract amount within the available funds. The negotiations may involve changes in either the features or scope of the Work. Such negotiations may include reducing the quantity, quality, or other cost saving mechanisms involving items in the Bid amount, including unit prices (if any) and/or allowances (if any) that affect the Bid amount, and/or Alternates (if any).

§ 5.4.2 The Owner shall notify the lowest responsive and responsible Bidder that such a situation exists and the Owner and Bidder shall then conduct their negotiations in person, by mail, by telephone or by any means they find convenient.

§ 5.4.3 If an acceptable Contract can be negotiated, the changes to the Bid amount and Bidding Documents agreed upon in the negotiations shall be summarized in a "Post Bid Addendum," and included in the Contract.

§ 5.4.4 If the Owner and the lowest responsive and responsible Bidder cannot negotiate a Contract within available funds, the Owner shall terminate negotiations and reject all bids.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of 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.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the ~~Owner or Architect, Owner~~, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the ~~Owner or Architect~~ has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. ~~The Bidder may also submit any required entity with an adjustment in the Base Bid or Alternate Bid to account for cover the difference in cost occasioned by such substitution. such substitution, provided such adjustment in cost is justifiable and reasonable.~~ 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.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner ~~and Architect have~~ has 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, Owner~~.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 ~~If stipulated in the Bidding Documents, the Bidder shall furnish bonds. The successful Bidder shall furnish a Performance Bond covering the faithful performance of the Contract and a Payment Bond covering the payment of all obligations arising thereunder. Each bond shall be written for the full value of the Contract, including all adjustments as authorized by Change Order.~~

§ 7.1.2 ~~If the furnishing of such bonds is stipulated in the Bidding Documents, 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. All bonds shall be written by sureties or insurance companies licensed to do business in the State of North Carolina.~~

§ 7.1.3 ~~The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. bond premiums shall be paid by the successful Bidder and the cost shall be included in the Bid price. Any subsequent bond premium costs shall be as authorized by Change Order.~~

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

~~§ 7.2.1~~ The successful Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1, along with the signed Contract (Agreement) forms and the required Certificate of Insurance to the Owner within fifteen (15) calendar days after the Notice of Award of the Contract.

~~§ 7.2.2~~ Unless otherwise provided, the The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Each bond shall be written for the full amount of the Contract.

~~§ 7.2.3~~ The bonds shall be dated on or after the date of the ~~Contract~~.Contract (Agreement).

~~§ 7.2.4~~ The successful Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety or insurance company to affix to the bond thereto a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

~~§ 8.1~~ Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

~~.1~~ AIA Document A101™ 2017, Unless otherwise required in the Bidding Documents, the Contract for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

~~.2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

~~.3~~ AIA Document A201™ 2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

~~.4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

~~.5~~ Drawings Contractor Where the Basis of Payment Is a Stipulated Sum.

Number	Title	Date
--------	-------	------

~~.6~~ Specifications

Section	Title	Date	Pages
---------	-------	------	-------

~~.7~~ Addenda:

Number	Date	Pages
--------	------	-------

~~.8~~ Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

~~.9~~ Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

§ 8.2 The the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed by the Substantial Completion date required or as may be amended by the Contract Documents. Contractor recognizes the delays, expenses and damages that are involved in proving in a legal proceeding the actual loss that may be suffered by the Owner if the Work is not completed on time. Accordingly, the Owner and the Contractor agree, stipulate and fix as liquidated damages if delayed, but not as a penalty, the sum indicated on the Bid Form that the Contractor together with the Contractor’s surety shall pay the Owner for each calendar day or part thereof that expires after the date required or as may be amended by the Contract Documents for the Substantial Completion of the Work.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:27:25 ET on 03/03/2020 under Order No. 6822004161 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

MOSELEYARCHITECTS

General Clarification – Submitting Bid Packages:

Since we have two bid openings for two separate bid packages, we request that the bidders identify on their envelope the bid package number and bid number for which they are submitting to avoid opening a received bid at the wrong opening time.

In other words, in addition to the project name “Sullivan Middle School Athletic Restroom/Concessions Building” bidders must include on the envelope “Bid Package # 1 (or2)” and the bid number, i.e., 19-2024 or 19-2025” as applicable to the scope they are submitting.

See Examples Below:

Sullivan Middle School Athletic Restroom/Concessions Building

Bid Package #1: 19-2024 Site Preparation & Utility Connections

or

Sullivan Middle School Athletic Restroom/Concessions Building

Bid Package #2: 19-2025 Pre-Manufactured Modular Precast Building.