

SECTION 00 0004

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to work of this Division and all related work.
- B. Where data referenced in paragraph A above is included or repeated in this Division, redundancy is for emphasis only. In this case where any discrepancy exists, the stricter requirement shall prevail.

1.2 INSURANCE REQUIREMENTS

- A. All Contractors and Subcontractors will be required to have the following insurance:
 - 1. Workers' Compensation and Employers Liability Insurance – Statutory Coverage:

<u>Limit</u>	
\$100,000.00	Each Accident
\$500,000.00	Policy Limit
\$100,000.00	Each Employee

- 2. Comprehensive General Liability Insurance including Premises – Operations, Independent Contractors, Completed Operations – Products and Contractual Liability with the following minimum Limits of Liability:

<u>Coverage</u>	<u>Limits of Liability</u>
Each Occurrence	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Comp/OG Agg	\$2,000,000.00
Fire Damage	\$50,000.00
Medical Expense	\$10,000.00

- 3. Business Automobile Liability Insurance Employers Non-Owned and Hired Car coverage with the following minimum Limits of Liability:

<u>Coverage</u>	<u>Limits of Liability</u>
Liability	\$1,000,000.00

1.3 QUOTATIONS

- A. All quotations for work on this project shall include costs of permits, licenses, and fees applicable to work quoted.

- A. If required for fabrication, installation or if required by the General Contractor, all Subcontractors and suppliers will be required to furnish shop drawings, certificates, tests, and/or samples for approval.

1.5 SITE MAINTENANCE

- A. Each Subcontractor performing work on the project will be required to remove completely from the job site their own cartons, trash, etc. and to leave their work in a neat and skillful manner.

1.6 CHANGE ORDERS/MATERIAL SUBSTITUTIONS

- A. Change Orders and/or material substitutions must be submitted and approved by Owner and Architect prior to implementation. Change Orders must be submitted with credit/debit justification. Each item shall be submitted on a separate form.

1.7 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A-201 - 2017 Edition, are applicable to these Instructions to Bidders.
- B. Bidding documents include the Invitation to Bid, Instructions to Bidders, the Bid Forms including Attachments and any Addenda issued prior to receipt of Bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. Praxis3 will be hereinafter referred to in this document as "Architect".
- E. Decatur Housing Authority will hereinafter be referred to in this document as "Owner".
- F. Kimley Horn will be hereinafter referred to in this document as "Civil Engineer".
- G. A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- H. 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.
- I. 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 changes in the Work, as described in the Bidding Documents or in the proposed Contract Documents is required.
- J. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or service and shall be inclusive of all delivery, handling, storage, overhead and profit costs as described in the Bidding Documents or in the proposed Contract Documents.
- K. A Bidder is a person or entity who submits a Bid.
- L. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.
- M. The project is managed online by a website accessible to the Owner, project team, contractor, and all bidders.
 - 1. RoundhousePM <https://roundhousepm.com/workspace/21261---DHA-Legacy-Park-Phase-2-Bid-Site-2708>
 - 2. This site contains all of the plans, specs, bidding documents, any addenda, bid announcements and the RFI log.

Anyone (subcontractors, etc.) can login to view and download files with this information:
Username: LegacyBidders
Password: legacy

Only the bidding General Contractors have full access to this site. You will be invited through RoundhousePM to create a user profile, if you don't already have a profile.

1.8 EXAMINATION OF DOCUMENTS AND SITE:

- A. Each Bidder, by making their bid, represents that they have read and understand the Bidding Documents.
- B. Each Bidder, by making their bid, represents that they have visited the site and familiarized themselves with the local conditions under which the Work is to be performed.
- C. Each Bidder, by making their bid, represents that their Bid is based upon the materials, systems, and equipment required by the Bidding Documents unless exceptions are noted on the Bid Form.

1.9 BIDDING PROCEDURES

- A. Requests for Information will be allowed to be submitted until **Thursday, April 11, 2024 until 5:pm EST.**
- B. Responses to RFI/Bid Addenda will be posted to Roundhouse PM.
- C. The drawings consist of sheets dated March 7, 2024
- D. All Bids shall be prepared on the forms provided by the Architect and submitted in accordance with the Instructions to Bidders. The Architect will furnish the Bidders with the 'Bid Form' and a Microsoft Excel 'Bid Spreadsheet'.
 - 1. The Bid Form summarizes the contract price for the Work as detailed and described in these Instructions. This also includes number of calendar days for completion, and an acknowledgement of addenda.
 - 2. Schedule of Values/Bid Spreadsheet – Village at Legacy Bid Itemization
- E. Bidder shall also provide the following documents to be considered.
 - 1. **Bid Form** – It summarizes the contract price for the Work as detailed and as described in these instructions. This also includes number of calendar days for completion and an acknowledgement of addenda.
 - 2. **Schedule of Values/Bid Spreadsheet** – Submit the completed xls. document with bid. This form needs to be completed in full. Do not modify this form with the exception of adding required categories as indicated. Provide as much break-out in each division as possible. One large budget number for each division will not be accepted. **The excel file must be returned with the bid.**
 - 3. **Narrative of Work** – It should narrate the work to be completed and identify a specific list of any items NOT included in the bid. Include the requested information about the preferred subcontractors here.
 - 4. **Construction Schedule/Timeline** – Provide a proposed schedule in GANTT format, showing how to construct this project in the timeframe identified.
 - 5. **Outline of Phasing** – A coordinated graphic narrative with overall construction schedule for each phase.
 - 6. **Drawing Index** - Reference list to the sheets and date of the construction documents.
 - 7. **Items Included Under 'General Conditions'** – A detailed list of items included in the "General Conditions".

8. **Resumes** – Provide Superintendent and Project Manager’s resumes.
 9. **Prequalification Package** – See Section 00 1153 – Request for Qualifications for requirements.
 10. **Additional Forms**
 - a. Certification of a Drug Free Workplace from HUD-50070 (3/96)
 - b. E-Verify Affidavit Forms
 - c. Form of Non-Collusive Affidavit
 - d. Company Hiring Policy
 - e. Certification Concerning EEO Form
 11. **Bid Bond** – With check, see Section 1.15 below.
- F. Bidders shall email their bid to Praxis3 and Owner as listed on the Invitation to Bid letter. Bids should be addressed to: Decatur Housing Authority.
- G. A Bid is invalid if it has not been received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or prior to any extension thereof issued to the Bidders.
- H. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his Bid or any part thereof for sixty days (60) after the time designated for the receipt of Bids in the Invitation to Bid.
- I. Prior to the receipt of Bids, Addenda will be emailed to each person or firm recorded by the Architect and Engineer as having received the Bidding Documents. Addenda issued after receipt of Bids will be emailed to the selected Bidder.
- J. Bids shall not contain any recapitulation of the Work (except as noted on the Bid Form) to be done and no oral or telephone proposals or modifications will be considered.
- K. The Bidder shall make no additional stipulations on the Bid Form or limit or qualify his Bid in any other manner. Bids so qualified will be subject to disqualification.
- L. Only written instructions will be binding. The Architect or Engineer will not be responsible for any oral, telegraphic or telephonic instructions.
- M. The names of all Subcontractors and material suppliers proposed to be employed shall be submitted for approval by the Owner before they are employed, and all such Subcontractors and material suppliers must be known to perform work of a high standard in their respective trades. If the Owner has reasonable objection to any such proposed person or entity, and notifies the Bidder in writing of such objection, the Bidder shall provide an acceptable substitute person or entity in accordance with Article 5.2 of the General Conditions.
- N. Review this document in full prior to submitting bid as this will provide further clarification on the bid instructions.

1.10 DISCREPANCIES AND AMBIGUITIES

- A. Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) days prior to the date for receipt of Bids, shall make written request to the Architect or Engineer via the Bid Website only, for interpretations or correction of any ambiguity, inconsistency or error therein which he may discover. The Architect or Engineer will issue any interpretation or correction as an Addendum. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

1.11 SUBSTITUTIONS

- A. Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents.
- B. No Substitutions will be allowed before the bid. Substitution requests after bid will be considered per the instructions in 01 2500 – Substitution Procedures.

1.12 QUALIFICATION OF BIDDERS

- A. Bidder shall submit to the Owner a properly executed Contractor's Qualification Statement per the instructions in 00 1153 – Requests for Qualifications.
- B. Bidders may be disqualified and their Bids not considered for any of the following specific reasons:
 - 1. Reason for believing collusion exists among Bidders.
 - 2. The Bidder being interested in any litigation against the Owner.
 - 3. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
 - 5. Uncompleted work which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.

1.13 BASIS OF BID

- A. The Bidder shall include all unit cost items and all alternates shown on the Bid Form; failure to comply may be cause for rejection. No segregated Bids or assignments will be considered.

1.14 PREPARATION OF BID

- A. Bidder shall submit his Bid on the forms furnished. All blank spaces in forms shall be correctly filled in and the Bidder shall state the prices, in figures. If the Bid is submitted by a firm, association or partnership, the name and address of each member must be given, and the Bid must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign Bids must be properly certified and must be in writing and submitted with the Bid.

1.15 BID GUARANTY

- A. A certified check or bank draft, payable to the Housing Authority of the City of Decatur, Georgia, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in amount equal to five percent (5%) of the bid must be in writing and submitted with the Bid.

1.16 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. The Owner will require proper Performance and Labor and Material Payment Bonds executed on AIA Document A-311 or other Statutory Payment Bond forms in accordance with state laws, for private work.

1.17 FILING BID

- A. No Bid will be considered unless it is filed with the Architect within the time limit for receiving Bids as stated in the Invitation.

1.18 MODIFICATION AND WITHDRAWAL OF BID

- A. Bid may not be modified after submittal. Bidders may withdraw at any time before opening but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of the Contract has been delayed beyond sixty (60) days after date of Bid.

1.19 OPENING BID

- A. The Bids submitted will be opened in private at the time stated in the Invitation and shall thereafter remain on file with the Architect and Owner.

1.20 IRREGULAR BID

- A. Bids will not be considered if they show any omissions, alterations of form, additions, or conditions not requested, or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the Owner.

1.21 REJECTION OF BID

- A. The Bidder acknowledges the right of the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if the Bidder failed to furnish any data required by the Bidding Documents, or if the Bid is any way incomplete or irregular.

1.22 SUBMISSION OF POST-BID INFORMATION

- A. In addition to the information required on the Bid forms, upon request by the Owner the selected Bidder shall, within five (5) days thereafter submit the following:
 - 1. A list of names of Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated on the request. The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed Subcontractors. The Owner will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such lists.

If the Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option, withdraw his Bid. If the Bidder submits an acceptable substitute with an increase in his Bid price to cover the difference in cost occasioned by such substitution, the Owner may at his discretion, accept the increased Bid price or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and Architect must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner.

1.23 AWARD OF CONTRACT

- A. After Bids are opened, the Bids will be tabulated for comparison on the basis of the Bid prices and quantities shown in the Bids. The Owner reserves the right to withhold the award of the Contract for a period of 60 days

from the date of opening Bids and no award will be made until the Owner is satisfied as to the responsibilities of the low Bidders. Until final award of the Contract, the Owner reserves the right to reject any or all Bids or proceed to do the work otherwise in the best interest of the Owner.

1.24 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. The Agreement for the Work will be written on Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

1.25 EXECUTION OF CONTRACT

- A. The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within five (5) days after preparation of the Agreement, sign the necessary agreements entering into the required Contract with the Owner. No contract shall be binding on the Owner until it has been executed by the Owner or his duly authorized representative, and delivered to the Contractor. Notwithstanding delay in preparation and execution of formal Owner-Contractor Agreement, accepted Bidder shall be prepared, upon notice of bid acceptance, to commence work within five (5) days following receipt of official written work order (or other authorization to proceed as determined by Owner) from Owner to proceed, or on date stipulated in such order.

1.26 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Bidder to execute the required Contract within five (5) days after preparation of the Agreement shall be considered by the Owner as abandonment of his Bid, and the Owner may annul the award.

1.27 LAWS GOVERNING CONSTRUCTION

- A. In the execution of Contract, Contractor shall comply with applicable state and federal laws, including, but not limited to, laws concerned with labor, equal employment opportunity, safety, and minimum wages.

END OF SECTION 00 0004