

SECTION 002113 – INSTRUCTIONS TO BIDDERS

General: AIA Document A701, “Instructions to Bidders-2018 Edition” as published by the American Institute of Architects are hereby, made part of these Bidding Documents. These **Instructions to Bidders** apply equally to and are part of all Bidding Documents between the Owner and each Contractor for Work under this Project.

Project: OTC College Registered Nursing Program Remodel – OTC Table Rock Campus

Project Site Address: Technical Education Center Building – OTC Table Rock Campus
10698 MO-165
Hollister, MO 65672

Schedule:

Bid-Date and Time: Tuesday, **October 13**, 2020 at 10:00 a.m.

Intended Award Date: Wednesday, November 11, 2020

Expected Construction Start Date: Monday, December 21, 2020

Intended Substantial Completion Date: Monday, **January 11, 2021**

Intended Final Completion Date: Friday, **January 15, 2021**

Receipt of Bids: All Bids for the project shall be made upon the form provided by the Owner and/or Engineer. Bids shall be hand delivered to Ozarks Technical Community College, Springfield, Missouri until **10:00 a.m.**, local time, on **Tuesday, October 13, 2020** in the College Operations Center Building, located at 933 E. Central Street, Springfield, Missouri, enclosed in a sealed envelope addressed and marked **OTC College Registered Nursing Program Remodel - OTC Table Rock Campus**. This envelope shall also bear the name of the bidder. Bids shall include all freight, overhead and profit, and any other miscellaneous charges relating to the work. The Owner is a tax-exempt entity.

Qualifications of Bidders: Each Bidder shall file with the Owner concurrent with submission of their Bid, the following additional qualification information:

1. A Bid Proposal (Section 004100)
2. **Bidder's Statement of Qualifications (Section 001153)**
3. Bid Security (detailed in Section 002113)
4. Subcontractor List

Contract Drawings: Construction Documents are available for purchase or download at Engineers Reprographics, 1600 E. St. Louis St., Springfield, Missouri 65802, Phone: (417) 869-2222. www.erplanroom.com

Bid Security: Each bid shall be accompanied with a bid security consisting of a bid bond, certified check, or cashier's check on a solvent bank for 5% of the base bid amount. Bid security shall be made payable without condition to the Owner.

Bid security will be retained by the Owner to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished, (b) the specific time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

Bidding Procedure: Bids shall be submitted as per this “Instructions to Bidders” on forms furnished by the Owner and/or Architect. A minimum of one original sealed submittal of all requested forms is required at the time of Bid.

Include Bid Proposal, Bid Security, Contractors Qualifications Statement, and Subcontractor’s list.

Bids shall be submitted with all appropriate blank spaces completed. Numbers shall be stated both in writing and in figures. In case of any discrepancy in the lump sum amount, the amount as expressed in written words shall govern. The signatures shall be without interlineation, alteration, or erasure, unless initialed by the Bidder. Bids shall not contain any recapitulation for the work to be done. If the Bidder is a corporation, the Bid shall contain the legal name of the corporation and shall be signed by a duly authorized officer, and the corporate seal affixed; if a partnership, it shall be signed by one of the partners authorized to execute documents and shall give the names of and addresses of all partners.

Submission of Bids: Bids shall be received at the address and time stated above and opened publically.

Bidder shall be responsible for actual delivery of his Bid to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled closing time for receipt of bids.

Any bids received **after the time and date stated** shall be returned unopened.

Oral, telephonic, telegraphic, or electronic Bids are **invalid and will not** receive consideration.

The Owner reserves the right to reject any and all proposals and/or award the work to other than the low bidder, as it bests serves its interest.

Modification or Withdrawal of Bids: A bid may not be modified, withdrawn or cancelled by the Bidder during a period of forty-five (45) days following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Examination: Contractors will not be given extra compensation for conditions, which can be determined by examining the site, this set of documents, and any other information herein after referenced.

Questions during the bidding process shall be submitted in writing to N·FORM Architecture, LLC, Attn: Stephanie Shadwick, 312 W Commercial St, Springfield, MO 65803 or call 417-873-2255 or email: sshadwick@nformarc.com.

Performance Bond and Payment Bond: A performance bond and payment bond for the full amount of the contract will be required of the successful bidder.

Prevailing Wage: Prevailing wage does not apply to this project.

E-Verify: Successful Bidder shall furnish an affidavit and documentation affirming the company is enrolled in and participates in E-Verify and an affidavit stating the business does not knowingly employ illegal aliens, upon award of the contract.

Subcontractors List: All bidders must include a subcontractor list with their bid. Include those subcontractors providing work totaling three (3) percent or more of the bid amount. Do not change subcontractors from those submitted without approval of the owner.

MBE/WBE/ Participation: The Owner desires Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation in this Project. Every feasible effort shall be made to include these enterprises as subcontractors.

Sales Tax Exemption: Bidders are hereby instructed to submit bids not including sales tax according to the provisions of Section 144.062 RSMo. The selected contractor will receive a Missouri Tax Exemption letter from the Owner to use in purchasing materials on a tax-free basis. It will be the responsibility of the contractor to provide the documentation to any subcontractor. This document will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

Insurance: The successful bidder shall, at all times during the term of the Service Agreement and any extension(s), at Contractor's sole cost and expense, obtain and **maintain the following policies of insurance, naming the Owner Parties as "additional insured's"** using Insurance Services Office, Inc.'s additional insured form CG 20 26 11 85, or its equivalent, which shall provide the Owner Parties are additional insured's with respect to liability arising out of Contractor's ongoing and completed operations and providing that no such insurance be cancelled, non-renewed or materially changed without at least thirty (30) days written notice to Owner by certified mail to Owner's notice address specified herein. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the State of Missouri and have an A.M. Best rating of at least A-VIII. A legally enforceable Certificate of Insurance on all insurance policies required of Contractor under this Agreement, shall be deposited with Owner promptly on or before the commencement of the term of this Agreement.

Commercial General Liability – with a limit of not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of any building) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of any building) general aggregate limit.

- a) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.
- b) In the instances where Contractor's services include the use of "pollutants" as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants", and providing coverage on behalf of the "additional insured" including ongoing and completed operations.

Commercial Automobile Liability – in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business.

Workers' Compensation – in compliance with any and all statutes requiring such coverage in the State of Missouri.

Employer's Liability – in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.

Such other insurance as may be required from time to time by Owner.

Temporary Services: OTC will provide required services, i.e. electrical, sanitary, and potable water.

Liquidated Damages: Work for this project shall be substantially completed by the date and time specified by the Owner. Liquidated damages of **\$500.00** per calendar day will apply after this time and date.

END OF SECTION 002113