

INSTRUCTIONS TO BIDDERS

Jefferson County School District No. R-1, State of Colorado, hereinafter called the "Owner", has advertised for bids to be submitted for the construction work specified in the advertisement. Proposals to be entitled to consideration shall be in accordance with the following:

1. EXAMINATION OF SITE and DOCUMENTS

Each Bidder shall visit the site of the proposed work and shall completely inform himself relative to construction hazards, procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include, without limitations, the arrangement and condition of existing structures and facilities; the procedure necessary for maintenance of uninterrupted, safe operation, use and occupancy of existing facilities; the availability and cost of labor; and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. Each bidder shall so fully examine the plans and specifications and acquaint himself with their requirements and with the conditions surrounding the construction on the site that he shall be fully familiar with and informed of all facilities, difficulties, and problems associated with or which might be incurred in the prosecution of the work. In case of disagreement between drawings and specifications or within either document itself, the better quality or greater quantity of work shall be figured in the bid (see GC. 6.04). It shall be the responsibility of the Bidder to direct the attention of the Architect and Owner in writing and at least seventy-two (72) hours prior to the time set for the opening of the bids, any seeming inconsistencies, ambiguous requirements, omissions, or any other matter which seems to require explanation, and to request clarification. The submission of a bid shall be taken as prima facie evidence of compliance with this requirement and as an acknowledgment that the Bidder has received all the required documents and has visited the site. There will be no subsequent financial adjustment for lack of such prior information.

2. INTERPRETATION

No oral interpretations will be made by anyone to any Bidder as to the true meaning or requirements of any part of the drawings, specifications or other proposed Contract Documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Architect and the Owner not later than seventy-two (72) hours before the date fixed for opening of bids. The person submitting the request shall be responsible for its prompt delivery. Every interpretation made to a Bidder will be in the form of an addendum to the Contract Documents, which, if issued, will be sent as promptly as is practicable to all persons to whom the drawings, specifications, and other proposed Contract Documents have been issued. All such addenda shall become part of the Contract Documents and their receipt shall be acknowledged in the Bid Proposal. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

3. BID FORMS

Bid forms will be supplied by the Owner. Proposals shall be made upon the forms provided therefor.

Attention is directed to the fact that the Contract Documents contain one complete set of bidding and contract forms; these are sample forms included for the information of Bidders. They are not to be detached from the Contract Documents, filled out or executed.

Special attention is directed to the Form of Bid Bond included in the bidding documents. Additional copies of this form may be secured from the Architect, but the use of this particular form is not mandatory. Any similar standard form of a recognized responsible surety which contains the same stipulations and guarantees, the same execution of the contract and indemnification of the Owner in case of default, will be acceptable.

4. PREPARATION OF BID FORMS

All proposal forms must be prepared in single copy and in conformity with and be based upon and submitted subject to all requirements of the Contract Documents. They must be fully completed with all blanks appropriately filled in. Each bid shall be legibly written or printed in ink on the separate form provided. No alterations in bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, the Owner may require the Bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted.

It will be the Bidder's responsibility to secure any and all addenda from the Architect. The Bidder will be required to acknowledge receipt of all addenda. Owner reserves the right to reject any bid which is received which has not been based upon all addenda issued by the Architect.

No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

The Bidder is required to bid on all alternates and complete all blanks on the bid form. If alternates are called for on a type or method of construction as to which the Bidder does not desire to bid, he shall insert the words "NO BID". In case the Bidder desires to bid on an alternate, he shall set forth in the space provided therefor, the amount to be added or deducted from the base bid or in the event that the Bidder does not desire to make a change from the base bid, he shall so indicate by using the words "NO CHANGE". In the selection of alternates, the Owner reserves the right to select or reject any or all alternates in the proposal if, in the judgment of the Board of Education, or its designees, the best interest of the School District will be so served.

5. BID PERFORMANCE GUARANTIES

Bid security (single copy) in the form of a cashier's check drawn on an acceptable bank or bid bond in the amount of at least ten (10%) percent of the bid price, payable without condition or qualification to Jefferson County School District No. R-1, shall accompany each bid, as evidence of good faith and as a guarantee that if awarded the contract, the Bidder will execute the Contract and give bond as required. The Bidder assumes all responsibility for furnishing acceptable bid security.

Bid security in the form of a bond will be accepted only if from a regularly established firm licensed to write such surety in the State of Colorado and which is rated not lower than A- in Best's Insurance Guide, latest edition, or have a Best's Financial Rating of X.

The bid security of each unsuccessful Bidder will be returned when the Construction Agreement is fully executed. The bid security will be voided but retained by the Owner, if, after the Notice of Contract Award, the Bidder shall enter into a Contract and file a satisfactory performance bond, labor and material payment bond, and certificates of required insurance, all within ten (10) calendar days after the date such notice is given by the Owner. The bid security of the second and third lowest responsible Bidders may be retained for not to exceed forty-five (45) days after opening, pending the execution of the Construction Agreement and submission of bond by the successful Bidder.

This bid security may be retained by the Owner as liquidated damages, if the bid is accepted and a contract thereon is awarded but the successful Bidder fails to enter into a contract in the form prescribed with legally responsible sureties, within ten (10) calendar days after date of Notice of Contract Award is given by the Owner.

The Owner shall require the Bidder to whom a Contract is awarded to furnish to the Owner both Performance and Labor and Material Payment bonds in the amount of one hundred (100%) percent of the Contract price, covering the faithful performance of the Contract and the payment of all obligations arising thereunder, and the Bidder will further provide warranties as required by the specifications or General Conditions.

The bonds shall be executed on the forms included with the Contract Documents (forms shall not be removed from the Contract Documents; Bidders shall obtain original copies of the bond forms from the Owner). Accompanying each bond form shall be a "Power of Attorney" authorizing the attorney in fact to bind the surety company and certified to include the date of the bond.

6. LIST OF SUBCONTRACTORS

The low three (3) bidders shall within twenty-four (24) hours following the bid opening notify the Owner in writing of the entire list of subcontractors and suppliers of labor and material whose quotations he has used in preparation of his bid and whose services he proposes to use in construction of the project. The list must be complete showing all sections in the Construction Documents. Failure to submit such a list may preclude the bid from further consideration by the Owner. The Owner reserves the right to either disclose or not disclose the subcontractor list of the successful Bidder.

Each Bidder shall identify and fully disclose on such list all those subcontractors and suppliers proposed for the work with which the Bidder is connected either directly or indirectly as part owner, participant in profits and losses or in any other manner financially or economically.

7. PERMITS AND FEES

Each contractor shall secure and pay for the legal permits and inspection fees required for the execution of his work. The Owner is exempt from paying certain fees and it will be the contractor's responsibility to acquaint himself with the laws and regulations governing said fees. Attention is directed to the requirements of the General Conditions regarding obtaining permits.

8. TAXES

The Owner is exempt from the collection and payment of state sales and use taxes on any materials, supplies or other equipment used or installed in the work. Some cities and municipalities may charge a local sales or use tax for materials, supplies or equipment picked up by the contractor in that city or municipality for use at a job site outside of that city or municipality. In such cases the contractor, subcontractors and suppliers should have all building materials, supplies and equipment delivered to the job site by common carrier, by conveyance of the seller or by mail in order to be exempt from the local sales or use taxes. The contractor's bid proposal and any agreed upon variations thereof shall include the cost of any such taxes. For state sales and use taxes, it shall be the responsibility of the contractor and each subcontractor to complete and file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such Certificate to the Owner upon award of the contract and prior to commencing any work.

9. PREFERENCE FOR LOCAL MATERIALS, LABOR AND RESIDENT BIDDERS

Preference is hereby given to materials, supplies and provisions produced, manufactured or grown in Colorado, quality being equal to articles offered by competitors outside of the state. Each contractor shall comply with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, and 8-18-101 and 103 (as amended) giving preference to Colorado labor and materials in the performance of the work.

Preference shall also be given to resident bidders in accordance with provisions of Colorado Revised Statutes, Section 8-19-101 and 102 (1985).

10. SIGNATURE OF BIDDERS

Each Bidder shall sign the bid form and bid bond using his usual signature and giving his full business address. If the Bidder is an individual, he must sign in individual capacity. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president or other person authorized to bind the corporation and attested to by the secretary with corporate seal. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The names of all persons signing should also be typed or printed below the signature.

A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, evidence of the authority of the person signing shall be furnished.

11. SUBMISSION OF BIDS

Bid Documents shall be enclosed in two envelopes (outer and inner), or one opaque envelope, each of which shall be sealed and clearly labeled "BID DOCUMENTS" and identified with the description of the work to which the proposal applies; the name of the project; the name and address of the Bidder; and the time of opening bids; all in prominent lettering so as to guard against opening prior to the stipulated time. No responsibility shall attach to any employee of the Owner for the premature opening of any bid not prominently identified. The Bidder shall be responsible for placing his firm name and the name and number, if applicable, of the project and the time of the bidding on the outside of such bid envelope.

The Bid Documents shall be submitted at the time and location as noted in the Invitation to Bid. Bids received after the specified time of closing will be returned unopened.

12. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid if written request for withdrawal signed in the same manner and by the same person who signed the Bid Form is received by the individual of the School District requesting the bids prior to the time established for the opening of the bids.

No Bidder may withdraw his bid for forty-five (45) days after the scheduled time set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding forty-five (45) calendar days.

13. MODIFICATIONS

No oral, telephonic, or telegraphic modifications will be considered.

14. ACCEPTANCE OF BIDS

The Owner reserves the right to accept the bid which in its judgment is the most responsible and best bid or to reject any and all bids and alternatives and to waive or disregard irregularities or informalities in any bid as it may deem to be in the best interest of the School District. The Board of Education or its designees may consider as irregular any bid on which there is an alteration of, or departure from, the bid form. All proposals received after the specified time of closing shall be returned unopened.

Final determination of compliance with specifications will rest with the Owner.

15. TIME OF COMPLETION

It is to be understood that time is of the essence for this Contract and the contractor will be required to perform the work within the allowable time set forth in the Contract. In this connection, attention is directed to the provisions of the General Conditions and Supplementary General Conditions, if any, relative to delays, extensions of time, and liquidated damages. The successful Bidder-contractor shall prepare and submit for the Owner's approval, within ten (10) days after the Notice of Award, a Preliminary Construction Schedule or Schedules that will indicate the time of performance and completion of the various portions of the work and the dates on which the Owner may expect to be allowed to occupy portions of the building. A Detailed Construction Schedule shall be submitted by the Contractor prior to the submission of the first request for payment. No partial payment on account of work performed shall be made until such Detailed Construction Schedule has been approved by the Owner.

The Owner and the Contractor shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule dates. Unless otherwise specifically agreed in writing, no additional compensation or fee shall be paid by the Owner for any completion of all or any portions of the work earlier than scheduled.

16. APPLICABLE LAWS AND REGULATIONS

Each Bidder shall familiarize himself with all state and local laws, codes, ordinances, and regulations which might in any manner affect the work to be done; the materials to be supplied; the taxes, permits and fees to be paid; or the labor to be employed in and about the work. Any claim of misunderstanding or ignorance on the part of any successful Bidder will not in any way excuse such Bidder from the necessity of full compliance with every such law, code, ordinance, or regulation. All state laws, codes and regulations and local ordinances, which are applicable, shall be complied with including but not limited to those specified in these documents.

17. EVIDENCE OF COMPETENCY

Bidders shall submit within three (3) days, if requested by the Owner such evidence of the Bidder's competency and practical knowledge to do the particular work covered by his proposal and of the Bidder's financial responsibility, resources, experience, organization and equipment to complete the proposed work. Failure to comply with this requirement may result in the rejection of

consideration of such bid. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not demonstrate fully that the Bidder is qualified to properly carry out the terms of the contract.

In determining the Bidder's qualifications, the following factors, among others, will be considered: work previously completed by the Bidder; the qualifications of the proposed subcontractors for their work; Bidder references; and whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) has adequate, competent, experienced staff and supervisors who will be committed to the work until completion.

Each Bidder may be required to show that he has handled former work and that no just claims have been prosecuted or are pending against such work. No bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance this work or other work in progress.

18. INSURANCE

Throughout the life of the contract, the Contractor will be required to carry the types and amounts of insurance named in the General Conditions.

19. CONTRACTOR'S LICENSE

Any successful Bidder may be required by the Owner to obtain the necessary and applicable Contractor's License from all appropriate governmental authorities and if required, shall not allow any subcontractor to commence work on his subcontract until all similar provisions required of the subcontractor have been obtained and approved.

END OF INSTRUCTIONS TO BIDDERS