

## INSTRUCTIONS TO BIDDERS

### IB-1 Invitation and Submission of Bids:

Sealed bids shall be received by the Catholic Diocese of Fort Wayne–South Bend. Two (2) copies shall be mailed or hand delivered to the attention of, c/o Grinsfelder Associates Architects, Inc. located at 903 West Berry Street, Fort Wayne, IN 46802. Bids shall be received until 4:00 p.m. (local time) on the day Wednesday, May 16, 2012

The bids will be opened privately. The bids shall be for the following described work, as more fully set forth in the drawings and specifications for a new building addition for the Saint Anne Home Independent Living Units located at 1900 Randallia Drive, Fort Wayne IN 46805.

### IB-2 Method

Proposals will be "Stipulated Sum", for the "Complete Project." Bidders' alternate proposals will not be considered except as specifically invited in these Instructions to Bidders and attached specifications.

### IB-3 Scope of Bid Package

The Scope of the bid packages includes an Activity Room Addition for both the first and second floors for the Saint Anne Home Independent Living Units located at 1900 Randallia Drive, Fort Wayne IN, 46805. The work shall include all general, mechanical, electrical, plumbing, earthwork, site work, landscaping, and miscellaneous construction as required and drawn and specified herein.

### IB-4 Definitions and Qualifications

Bidding Documents include Instructions to Bidders, Proposal Forms, Contract forms, drawings and specifications Contract Documents and any issued addenda.

A bidder is the person or entity who submits a bid for the work as described in the proposed Contract Documents and with whom the Owner would enter into a Contract.

A sub-bidder is the person or entity who submits a bid, to a Bidder, for materials or labor for a portion of the work. All sub-bidders shall self perform.

### IB-5 Pre-Bid Conference

A Pre-Bid Conference shall be held at the site Saint Anne Home located at 1900 Randallia Drive, Fort Wayne, IN 46805 at 10:00 am Wednesday, May 09, 2012.

### IB-6 Bidder's Representation

By submitting a bid, each bidder represents that:

They have visited the site of the proposed work and is fully acquainted with conditions as they exist so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work. (The Contractor must visit the site.)

The bidder has thoroughly examined, read and understands the Bidding Documents, and where the Bidding Documents require, in any part of the Work, a given result to be produced, that the Bidding Documents are adequate and the required result can be produced under the Bidding Documents.

The bid is based upon the Bidding Documents, all as prepared by Grinsfelder Associates Architects, Inc.

The failure or omission of any bidder to receive or examine any form, instrument or document, or to visit the site and be acquainted with conditions there existing, shall in no way relieve any Bidder from any obligations with respect to their bid.

No claim for any extra will be allowed because of alleged impossibilities in the performance of the work because of inadequate or improper bidding documents.

Extra compensation will not be allowed for conditions which could have been determined or anticipated.

If there is a conflict found within the drawings and/or the specifications, the contractor shall include in his bid the most restrictive or costly of the options that are shown or given.

Bidders represent that at the Time Bids are submitted for consideration, they have no question regarding ambiguity and are submitting Bids that will result in a project completed as per the intent of the plans and specifications.

IB-7 Examination of Bids for Responsiveness

After the bids are opened, will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation may cause the bid to be determined non-responsive. The use of correction fluid on the bid sheet(s) within the area of extension or total principal bid will cause a bid to be rejected. However, Owner reserves the right to accept, reject and waive defects or irregularities on any bid.

IB-8 Bidding Documents

Sets of drawings and specifications may be obtained from the Architect. Each bidder shall return the documents in good condition within fifteen (15) days after opening of bids. The cost of replacement of any missing or damaged documents will be charged to the bidder. A bidder receiving a Contract award may retain their Bidding Documents.

General Contractor will receive two (2) sets of drawings and specifications. The two (2) sets of drawings and specifications will be delivered to each respective bidder.

Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Bidding Documents will not be issued to sub-bidders, material suppliers or others. Sub-bidders, material suppliers or others who desire complete sets of Bidding Documents shall obtain same from Bidders only, or may examine all Bidding Documents at listed plan rooms.

The Owner or Architect in making copies of the bidding Documents available on the above terms, do so only for the purpose of obtaining bids on work and do not confer a license or grant any other use.

IB-9 Interpretation or Correction of Bidding Documents

Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the use and local conditions. Contact Person: Ed Welling or Bill Carr; phone (260) 424-5942; fax (260) 422-8256; e-mail: edwelling@grinsfelderarchitects.com or billcarr@grinsfelderarchitects.com

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least three days prior to the date of receipt of bids.

Any interpretation, correction or change of Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon interpretations, corrections or changes.

IB-10 Proposal Form

Complete all blanks - Note "N.A." at non-applicable blanks. State sums in both written amounts and figures. In case of discrepancy, written amount shall govern.

Signature of authorized representative of bidder must appear on each Proposal copy.

All bid amounts are to include cost of all required permits and inspections as required by governing agencies and other tests or inspections, if any, assigned to the Contractor in the Contract Documents.

Each bidder shall state in his Proposal the number of calendar days which he will require to complete the work after formal notice to proceed is issued. The time so stated in his bid will be the basis of establishing a completion date in the Contract.

All sealed bid packets shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All sealed bid packets shall be filed in the office of the Architect on or before the day and hour set forth above.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the Instructions to Bidders otherwise state, the total cost of the various sections shall be considered a lump sum bid.

Alterations: Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.

Requirements for Signing Bids:

Any bid not signed by the individual making same, shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

A bid submitted by a partnership shall be signed by one of the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be a Power of Attorney attached to the bid evidencing authority to sign the bid, executed by the partners.

Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officers of the corporation and shall have the corporate seal affixed. Signatures affixed by secretary or assistant secretary shall be identified by signer manually "by \_\_\_\_\_".

Alternates:

All bidders are required to submit proposals for the requested alternate. In the event the bidder does not desire to make a change from the base bid, he shall so indicate by using the words "No Change".

The Alternate Bid is for the Owner's use and evaluation. The cost for the alternate bid described as shown on the drawings is not included in the Principal Bid Sum.

Failure of any bidder to submit proposals for any requested alternate and/or unit price shall be sufficient reason for rejection of his bid.

Voluntary alternates will not be considered unless called for or approved by the Architect.

IB-11 Substitutions

The material, 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.

No substitution will be considered unless written request for approval has been received by the Architect at least seven (7) 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 complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval or disapproval of the proposed substitution shall be final.

Each bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents.

If the Architect approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

IB-12 Addenda

Addenda will be mailed, e-mailed, faxed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No addenda will be issued later than one day prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

All Addenda so issued shall become a part of the Bidding Documents, and must be returned with the drawings and specifications.

Bidders shall not rely upon interpretations, clarifications, and/or approvals made by any other way.

IB-13 Award of Contract (Timeliness, Responsiveness, and Responsibility)

A Contract will be awarded to the lowest and best timely bidder, who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount Saint Anne Home reserves the right to reduce any quantities. The award of a contract shall be contingent upon the availability of funds.

IB-14 Completion Time/Completion Date/Work Force

The Owner will attach considerable importance to completion time stated.

Completion date is to be date of Architect's Certificate of Substantial Completion. At this time, work is to be substantially complete and suitable for use. "Punch List" items may remain beyond this date. Refer also to AIA printed General Conditions, Art. 8 "Time". Contractors will man the job and establish work schedules required for completion within the period stated on the Proposal Form.

IB-15 Guarantee of Prices

Bidders to guarantee prices for sixty (60) days after date - See Proposal Form.

IB-16 Rejection of Bids

The Owner reserves the right to reject any or all bids, and to waive formalities in the bidding.

IB-17 Successful Bidder Post Bid Information

The successful bidder upon the Architect's request shall submit a complete Schedule of Values (contract breakdown) for each major division of the work, a designation of the work to be performed by the Contractor's own forces, a list of the subcontractors and the major suppliers proposed for the work and a progress schedule. A list of subcontractors shall be submitted automatically on notice of award so Architect and Owner have time before the preparation of the contracts to adjust the contract sums due to any objections to the subcontractors proposed.

IB-18 Form of Contract and Provisions

AIA Document A101- 2007 "Standard Form of Agreement Between Owner and Contractor", 2007 edition will be basis of the Contract Agreement.

AIA Document A201-2007 General Conditions of Contract for Construction will be basis of the general conditions.

IB-19 Concurrent Operations

The Owner may at his discretion award contracts for extensions of the work under these documents or for other work. All separate contractors shall cooperate.

IB-20 Pre-Construction Conference

A Pre-Construction Conference will be scheduled with the successful bidders. Some of the items which will be covered at time include:

- Scheduling.
- Construction Phases
- Construction Procedures.
- Introductions of Foreman.
- Staging Area.
- Miscellaneous Questions.

IB-21 Governing Law

The project is located at 1900 Randallia Drive, Fort Wayne, IN 46805. The project shall be governed by the latest laws of the State of Indiana, Allen County and the City of Fort Wayne Departments, National Building Codes, OSHA and current health and safety codes.

IB-23 Brand Name or Equal - Specified Materials or Equal

Where, in the specifications, one or more specified materials, trade names or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting completion. The bidder can submit other names of materials, and if Zion Evangelical Lutheran Church Friedheim or its representative determines that they are equal in durability and sufficiency to those mentioned, and of a design in harmony with the work as outlined, the bid will be accepted as responsive. However, if Zion Evangelical Lutheran Church Friedheim or its representative determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to Zion Evangelical Lutheran Church Friedheim or its representative, prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained bid packets or information.

IB-24 Award of Contract

Construction will be contingent upon the availability of funding for this project. The Owner is under no obligation to award a contract to the successful bidder for construction at the completion of the bidding process if the appropriate funding is not available. The Owner reserves the right to reduce any quantities or make necessary changes as a result of funding restraints.

IB-25 Termination for Breach of Contract

If the Contractor fails to perform the work in an acceptable manner, the Owner may give notice in writing to the Contractor and his surety of such failure or refusal, specifying the same and directing what action shall be taken. Any one of the following will be considered sufficient justification for such notice:

1. Failure to begin the work under the contract within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, staffing, equipment and materials to insure the prompt completion of said work.
3. Unsuitable and/or unsatisfactory performance of the work.
4. Neglecting to or refusing to remove/replace defective materials and workmanship, or failure to perform anew such work as may have been rejected by the Owner.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. If, for any other reason, the Contractor fails to carry on the work in an acceptable manner.

If the Contractor, or his surety, within a period of ten (10) days after such notice does not proceed in compliance therewith, then the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any and all materials and equipment on the grounds as may be suitable and acceptable, and may, at his option, turn the work over to the surety, or enter into an agreement with another Contractor for the completion of the contract according to the terms and provisions thereof, or he may use such other methods as, in his opinion, shall be required for the completion of said contract in an acceptable manner.

All costs of completing the work under the contract shall be deducted from any monies due or which may become due of said Contractor. In case the expense so incurred by the Owner may be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then said Contractor shall be entitled to receive the difference, but in case such expense shall be liable and shall pay to the Owner the amount of said excess.

By taking over the prosecution of the work, the Owner does not forfeit the right to recover damages from the Contractor or his surety for his failure to complete the work within the time specified.

IB-26 Tax Exempt Status

The owner, The Diocese of Fort Wayne – South Bend, holds tax exempt status. The Owner's tax exempt number shall be furnished to the successful bidder.

END SECTION 00100 INSTRUCTIONS TO BIDDERS