

 **AIA** Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Wilson School District – Whitfield Elementary School Secured Vestibule for Modular Classrooms Project

THE OWNER:

(Name, legal status, address, and other information)

Wilson School District
2601 Grandview Boulevard
West Lawn, PA 19609

THE ARCHITECT/ENGINEER (hereinafter and for purposes of this document and the contract documents, the “Architect”):

(Name, legal status, address, and other information)

Consolidated Engineers
1022 James Drive
Leesport, PA 19533

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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, as amended (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 A201-2017 General Conditions of the Contract for Construction, as amended, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 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 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.

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.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents 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.)

(Paragraph Deleted)

§ 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.

§ 3.1.4 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.

§ 3.1.5 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 no later than 5 p.m. ET Tuesday, July 28, 2020.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Via email to JohnS@cemec.com. No oral questions from Bidders will be reviewed or accepted. No questions shall be submitted directly to the Owner.

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

§ 3.2.4 A mandatory pre-Bid meeting shall be held on Monday, July 27, 2020, 2020 at 10:00 AM at Whitfield Elementary School, 2700 Van Reed Rd, West Lawn, PA 19609.

§ 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.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect no later than 5 p.m. ET Tuesday, July 28, 2020. 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.)

Via email provided that an email address for the Bidder is known.

§ 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.

§ 3.4.4 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. Failure of any Bidder to receive such Addenda shall not relieve such Bidder from any obligation under its Bid as submitted.

Bids shall be accompanied with two complete original counterparts of each of the following documents, submitted using forms included in the Bidding Documents in the following order:

1. Bid Form;
 1. Bid Bond or other form of Bid Security specifically permitted herein;
 2. Agreement of Surety, including Power of Attorney;
 3. Non-Collusion Affidavit; and
 4. Statement of Bidder's Qualifications and Financial Disclosure.

By including a Non-Collusion Affidavit as an attachment to its bid, Bidder acknowledges the following:

.1 The Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti-Bid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits be submitted together with Bids.

.2 The Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.

.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.

.4 In the case of a Bid submitted by a joint venture, each party to the venture must be identified on the Bid Form and a separate Non-Collusion Affidavit must be submitted separately on behalf of each party.

.5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or non-competitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

.6 Failure to include an executed Non-Collusion Affidavit with its Bid in compliance with these instructions may result in disqualification of 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.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates, if any, shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 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:
(Insert the form and amount of bid security.)

Each Bid must be accompanied by certified check, bank check, cashier's check, treasurer's check or Bid Bond in the form included herein in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of Reading School District. If the Bidder receiving a Notice of Intent to Award shall fail to execute the Contract, furnish the required Performance Bond and Payment Bond, Waiver of Liens/Mechanics' Lien Waiver, Verification Form required by the Pennsylvania Employment Verification Act ("Verification Form") and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within seven (7) calendar days after receipt of the Notice of Intent to Award (a "Defaulting Bidder"), the Owner may apply the bid security toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the Owner and any higher amount for which the Owner may contract for the required Work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the Owner by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the bid security, the Defaulting Bidder shall pay the Owner the full amount of the excess. If the Owner does not procure an executed contract with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the Owner would afford, as determined in the sole discretion of the Owner, then in that event, the Defaulting Bidder and its Surety shall pay to the Owner the full amount of the bid security as liquidated damages and not as penalty.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall 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, 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 used as bid security, it shall be written on the form provided with 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 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.)

Bids are to be hand delivered or delivered by traceable means to Jeff Simcox, Director of Operations, District's Facilities and Operations Department, located at 4 Cloister Ct., Sinking Spring, PA 19608, by 10:00 a.m. on Friday, July 31, 2020. Bids received by telephone facsimile machine (FAX) or email will NOT be accepted.

§ 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.

§ 4.3.3 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.

§ 4.4 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.

Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after the Bid Deadline.

§ 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 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after the Bid Deadline. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.

In the event the Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Prevailing Wage Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions, as amended. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to

increase the amount Bid or the Contract Sum, as applicable.

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.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.2.1 Any Bid which contains omissions, additions, or deductions not called for or permitted, alteration of forms, conditional or uninvited alternate proposals or irregularities of any kind may be rejected by the Owner, and any Bid which is not based upon the Bidding Documents and any Bid which, while otherwise regular in form, shall not be accompanied by proper Bid Security may be rejected by the Owner, in its sole and absolute discretion.

§ 5.2.2 The Bidder, in the completion of the Bid Form, shall insert Unit Prices where applicable. In the event any Unit Price, in the opinion of the Owner, is unreasonable or unbalanced, the Owner reserves the right to refuse or re-negotiate any or all such Unit Prices.

§ 5.2.3 The Bid of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one Bid in such manner as to make it appear that the Bids submitted are on a competitive basis from different parties shall be considered a collusive Bidder. However, nothing in this section shall prevent a Bidder from submitting a subsequent Bid after withdrawing a prior Bid.

§ 5.2.4 The Owner may waive irregularities in a Bid, but is under no obligation to do so.

§ 5.2.5 The Owner shall have the right to reject any or all Bids for any reason whatsoever and to reject a Bid not accompanied by any information required by the Bidding Documents, to reject a Bid which is in any way incomplete, irregular or otherwise not responsive to the requirements of the Bidding Documents, or to reject the Bid of a Bidder who is not qualified in accordance with the requirements of the Bid. The Owner reserves the right to waive any informalities and technicalities in bidding and reserves the right to act in its own best interest. Without limiting the foregoing, the Owner shall have the right to reject a Bid if the Bidder has failed to comply with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or other agency on any previous project.

§ 5.2.6 If for any reason whatsoever, the Owner rejects Bidder's Bid, Bidder agrees that it will not seek to recover profits on Work not performed nor will it seek to recover its Bid preparation costs.

§ 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, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, 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 best interests.

§ 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 the event of a dispute between a Bidder and the Owner regarding the Owner's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the Owner to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the Owner be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the Owner decides not to award the Contract to such Bidder based upon the Owner's determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive, responsible Bidder.

§ 5.3.4 If the Owner elects to proceed with the Project, the Owner, either through the Architect or its legal counsel,

will issue a Notice of Intent to Award to the lowest, responsible Bidder. Issuance of the Notice of Intent to Award shall not be construed as a binding contract or offer by the Owner and may include conditions precedent to the issuance of the Award of the Contract if deemed prudent by the Owner.

§ 5.3.5 The Work to be performed for this Project is public work and may be financed by the Owner (a public body) by issuance of certain bonds, the issuance of which may be subject to various qualifications and restrictions. The Owner, in good faith, intends to consummate any necessary financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may cancel any award made by it or cancel any Contract entered into with any Bidder without liability to the Bidder, at any time before the Bidder has been given a written Notice to Proceed and has actually begun Work under the Contract, if financing satisfactory to the Owner cannot reasonably be consummated as contemplated or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

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.

(Paragraphs Deleted)

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or no later than seven (7) calendar days, submit in writing to the Owner through its Solicitor as applicable:

- .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.
- .4 A separate and complete Verification Form required by the Public Works Employment Verification Act, 43 P.S. § 167.1, et seq., for itself acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.
- .5 A fully executed Performance Bond on the form included in the Bidding Documents
- .6 A fully executed Payment Bond on the form included in the Bidding Documents
- .7 A fully executed Waiver of Liens/Mechanics' Lien Waiver on the form included in this Project Manual.
- .8 The duly executed Contract, as prepared by Owner based on the amount Bid.
- .9 A Certificate of Insurance evidencing the insurance coverages and endorsements required to be maintained by the Contractor pursuant to Article 11 of the General Conditions.

§ 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 if either the Owner or Architect, 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. 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 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.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 The Bidder shall furnish a performance bond and payment bond, each with a penal sum equal to 100% of the Contract Sum, covering the faithful performance of the Contract and payment of all obligations arising thereunder within seven (7) days of the Notice of Intent to Award the Contract.

§ 7.1.2 The cost of such bonds shall be included in the Bid.

§ 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.

§ 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 Bidder shall deliver the required performance and payment bonds to the Owner not later than seven days following receipt of the Notice of Intent to Award the Contract.

§ 7.2.2 The performance and payment bonds shall be written on the forms provided in the Bidding Documents and shall have as surety thereon a corporation duly authorized to conduct business in Pennsylvania.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the documents identified in the

AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended.

(Insert the complete AIA Document number, including year, and Document title.)

(Paragraphs Deleted)

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Additions and Deletions Report for AIA® Document A701™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 23:16:09 ET on 07/21/2020.

PAGE 1

Wilson School District – Whitfield Elementary School Secured Vestibule for Modular Classrooms Project
Wilson School District
2601 Grandview Boulevard
West Lawn, PA 19609

...

THE ARCHITECT:ARCHITECT/ENGINEER (hereinafter and for purposes of this document and the contract documents, the “Architect”):

...

Consolidated Engineers

...

1022 James Drive

...

Leesport, PA 19533

PAGE 2

§ 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~~ Contract, as amended (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 A201-2017 General Conditions of the Contract for Construction, as amended, or in other Proposed Contract Documents apply to the Bidding Documents.

...

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

PAGE 3

§ 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.

...

§ 3.2.2 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~~ no later than 5 p.m. ET Tuesday, July 28, 2020.

...

Via email to JohnS@cemec.com. No oral questions from Bidders will be reviewed or accepted. No questions shall be submitted directly to the Owner.

...

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

...

§ 3.2.4 A mandatory pre-Bid meeting shall be held on Monday, July 27, 2020, 2020 at 10:00 AM at Whitfield Elementary School, 2700 Van Reed Rd, West Lawn, PA 19609.

...

§ 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~~ no later than 5 p.m. ET Tuesday, July 28, 2020. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

PAGE 4

Via email provided that an email address for the Bidder is known.

...

§ 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. Failure of any Bidder to receive such Addenda shall not relieve such Bidder from any obligation under its Bid as submitted.

...

Bids shall be accompanied with two complete original counterparts of each of the following documents, submitted using forms included in the Bidding Documents in the following order:

1. Bid Form;
 1. Bid Bond or other form of Bid Security specifically permitted herein;
 2. Agreement of Surety, including Power of Attorney;
 3. Non-Collusion Affidavit; and

4. Statement of Bidder's Qualifications and Financial Disclosure.

...

By including a Non-Collusion Affidavit as an attachment to its bid, Bidder acknowledges the following:

...

.1 The Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti-Bid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits be submitted together with Bids.

...

.2 The Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.

...

.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.

...

.4 In the case of a Bid submitted by a joint venture, each party to the venture must be identified on the Bid Form and a separate Non-Collusion Affidavit must be submitted separately on behalf of each party.

...

.5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or non-competitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

...

.6 Failure to include an executed Non-Collusion Affidavit with its Bid in compliance with these instructions may result in disqualification of the Bid.

PAGE 5

§ 4.1.5 All requested ~~Alternates~~ Alternates, if any, shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

...

Each Bid must be accompanied by certified check, bank check, cashier's check, treasurer's check or Bid Bond in the form included herein in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of Reading School District. If the Bidder receiving a Notice of Intent to Award shall fail to execute the Contract, furnish the required Performance Bond and Payment Bond, Waiver of Liens/Mechanics' Lien Waiver, Verification Form required by the Pennsylvania Employment Verification Act ("Verification Form") and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within seven (7) calendar days after receipt of the Notice of Intent to Award (a "Defaulting Bidder"), the Owner may apply the bid security

toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the Owner and any higher amount for which the Owner may contract for the required Work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the Owner by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the bid security, the Defaulting Bidder shall pay the Owner the full amount of the excess. If the Owner does not procure an executed contract with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the Owner would afford, as determined in the sole discretion of the Owner, then in that event, the Defaulting Bidder and its Surety shall pay to the Owner the full amount of the bid security as liquidated damages and not as penalty.

...

§ 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, shall~~ 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, bonds,~~ 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 used as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the form provided with 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.~~

PAGE 6

§ 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, ~~beginningsixty~~ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

...

Bids are to be hand delivered or delivered by traceable means to Jeff Simcox, Director of Operations, District's Facilities and Operations Department, located at 4 Cloister Ct., Sinking Spring, PA 19608, by 10:00 a.m. on Friday, July 31, 2020. Bids received by telephone facsimile machine (FAX) or email will NOT be accepted.

...

Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

...

Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after the Bid Deadline.

...

§ 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~~ Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after the Bid Deadline. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.

...

~~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:~~In the event the Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Prevailing Wage Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions, as amended. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to

...

~~(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)~~increase the amount Bid or the Contract Sum, as applicable.

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§ 5.2.1 Any Bid which contains omissions, additions, or deductions not called for or permitted, alteration of forms, conditional or uninvited alternate proposals or irregularities of any kind may be rejected by the Owner, and any Bid which is not based upon the Bidding Documents and any Bid which, while otherwise regular in form, shall not be accompanied by proper Bid Security may be rejected by the Owner, in its sole and absolute discretion.

...

§ 5.2.2 The Bidder, in the completion of the Bid Form, shall insert Unit Prices where applicable. In the event any Unit Price, in the opinion of the Owner, is unreasonable or unbalanced, the Owner reserves the right to refuse or re-negotiate any or all such Unit Prices.

...

§ 5.2.3 The Bid of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one Bid in such manner as to make it appear that the Bids submitted are on a competitive basis from different parties shall be considered a collusive Bidder. However, nothing in this section shall prevent a Bidder from submitting a subsequent Bid after withdrawing a prior Bid.

...

§ 5.2.4 The Owner may waive irregularities in a Bid, but is under no obligation to do so.

...

§ 5.2.5 The Owner shall have the right to reject any or all Bids for any reason whatsoever and to reject a Bid not accompanied by any information required by the Bidding Documents, to reject a Bid which is in any way incomplete, irregular or otherwise not responsive to the requirements of the Bidding Documents, or to reject the Bid of a Bidder who is not qualified in accordance with the requirements of the Bid. The Owner reserves the right to waive any informalities and technicalities in bidding and reserves the right to act in its own best interest. Without

limiting the foregoing, the Owner shall have the right to reject a Bid if the Bidder has failed to comply with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or other agency on any previous project.

...

§ 5.2.6 If for any reason whatsoever, the Owner rejects Bidder's Bid, Bidder agrees that it will not seek to recover profits on Work not performed nor will it seek to recover its Bid preparation costs.

...

§ 5.3.3 In the event of a dispute between a Bidder and the Owner regarding the Owner's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the Owner to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the Owner be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the Owner decides not to award the Contract to such Bidder based upon the Owner's determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive, responsible Bidder.

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§ 5.3.4 If the Owner elects to proceed with the Project, the Owner, either through the Architect or its legal counsel, will issue a Notice of Intent to Award to the lowest, responsible Bidder. Issuance of the Notice of Intent to Award shall not be construed as a binding contract or offer by the Owner and may include conditions precedent to the issuance of the Award of the Contract if deemed prudent by the Owner.

...

§ 5.3.5 The Work to be performed for this Project is public work and may be financed by the Owner (a public body) by issuance of certain bonds, the issuance of which may be subject to various qualifications and restrictions. The Owner, in good faith, intends to consummate any necessary financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may cancel any award made by it or cancel any Contract entered into with any Bidder without liability to the Bidder, at any time before the Bidder has been given a written Notice to Proceed and has actually begun Work under the Contract, if financing satisfactory to the Owner cannot reasonably be consummated as contemplated or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

...

§ 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.

...

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, no later than seven (7) calendar days, submit in writing to the Owner through the Architect: its Solicitor as applicable:

...

.4 A separate and complete Verification Form required by the Public Works Employment Verification Act, 43 P.S. § 167.1, et seq., for itself acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.

...

.5 A fully executed Performance Bond on the form included in the Bidding Documents

...

.6 A fully executed Payment Bond on the form included in the Bidding Documents

...

.7 A fully executed Waiver of Liens/Mechanics' Lien Waiver on the form included in this Project Manual.

...

.8 The duly executed Contract, as prepared by Owner based on the amount Bid.

...

.9 A Certificate of Insurance evidencing the insurance coverages and endorsements required to be maintained by the Contractor pursuant to Article 11 of the General Conditions.

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§ 7.1.1 ~~If stipulated in the Bidding Documents, the Bidder shall furnish bonds~~ The Bidder shall furnish a performance bond and payment bond, each with a penal sum equal to 100% of the Contract Sum, covering the faithful performance of the Contract and payment of all obligations arising thereunder. ~~thereunder~~ within seven (7) days of the Notice of Intent to Award the Contract.

...

§ 7.1.2 ~~If the furnishing of such bonds is stipulated in the Bidding Documents, the cost~~ The cost of such bonds 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.

...

§ 7.2.1 The Bidder shall deliver the required performance and payment 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~~ seven days following receipt of the Notice of Intent to Award the Contract.

...

§ 7.2.2 ~~Unless otherwise provided, the~~ The performance and payment bonds shall be written on AIA Document A312, Performance Bond and Payment Bond ~~the forms provided in the Bidding Documents and shall have as surety thereon a corporation duly authorized to conduct business in Pennsylvania.~~

...

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

...

~~.1~~ AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below. ~~as amended.~~

...

~~.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

...

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:~~

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Title **Date** **Pages**

...

[]—Supplementary and other Conditions of the Contract:

...

Document **Title** **Date** **Pages**

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~~9~~—Other documents listed below:

...

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jennifer J. Hanlin, Esquire, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 23:16:09 ET on 07/21/2020 under Order No. 4217069611 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 those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)