

ADDENDUM NO. A

Date: June 20, 2022

RE: Mason Consolidated School District
Mason Bleacher Repair Project
Erie Michigan
SSOE Project No. 021-01772-00

To: Bidders

This Addendum supplements and amends the original drawings and specifications, and shall be taken into account in preparing proposals, and shall become part of the Contract Documents. You must indicate receipt of ALL Addendums on your Bid Form.

From: SSOE Group
1001 Madison Avenue
Toledo, Ohio 43604
Telephone: (419) 255-3830
Fax: (419) 255-6101

Item ADA.01 (Not Issued) Specification Section 000002 - Bid Notice

- a. Specification Section 000002, Page 1, 1st paragraph, revise to read

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION OF MASON CONSOLIDATED SCHOOLS WILL RECEIVE BIDS UNTIL **1:00 P.M. ON TUESDAY, JUNE 28, 2022**, AT THE **BUSINESS OFFICE OF MASON CONSOLIDATED SCHOOLS** LOCATED AT **2400 MASON EAGLES DRIVE, ERIE, MI** THE BOARD OR ITS DESIGNEE WILL OPEN AND READ EACH RECEIVED BID AT A PUBLIC MEETING AT **1:01 P.M. ON TUESDAY, JUNE 28, 2022**, AT:

Item ADA.02 (Issued) Specification Section 003000 – Instruction to Bidders

- a. Specification Section 003000 issued in its entirety.

Item ADA.03 (Not Issued) 004000 Supplementary Instruction to Bidders

- a. Article 8, Paragraph 8.2, revise The pre-bid meeting to “A pre-bid meeting will not be scheduled, contact Michael Valentine at michaelvalentine@eriemason.k12.mi.us to schedule a tour of the facility.

END OF ADDENDUM

**SECTION 003000
INSTRUCTIONS TO BIDDERS**

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS

A. Each Bidder is responsible for the following:

- (1) Careful and diligent review by a competent person of each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work for which Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified Design Professional in writing at least 7 days prior to the bid opening or as otherwise stated in these Instructions. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to Design Professional.
- (2) Careful and diligent inspection and examination by a competent person of the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. Bidder's bid amount must include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
- (3) Be familiar with the existing conditions in the material and labor markets, as well as the conditions related to the Work. The fact that a bid is submitted will be construed by Owner as an agreement by Bidder to carry out the improvements in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
- (4) Coordinate its Work with the Work of other bid packages that require integration of Bidder's Work.
- (5) Attend the pre-bid meeting. Failure of Bidder to attend the pre-bid meeting, if such failure results in Bidder not fully being familiar with the existing conditions and Project requirements, will not be considered a basis for additional compensation to the successful Bidder for the Work.

2. OWNER & DESIGN PROFESSIONAL

A. The Owner is: Mason Consolidated School District Board of Education
2400 Mason Eagle Drive
Erie, Michigan 48133

Owner Representative:
Kelli Tuller, Superintendent
734.848.9303; ktuller@eriemason.k12.mi.us

B. The Design Professional (also referred to as the Architect) is:

SSOE Group
1001 Madison Ave
Toledo, OH 43604
Project Contact: Lance Mushung, AIA
1.419.279.9397 mobile, lmushung@ssoe.com

3. PROJECT

- A. The Project consists of all labor, materials, equipment, and services necessary for the proper completion of the **Mason Bleacher Repair Project**, all in accordance with the Drawings and Specifications prepared by Design Professional. Work can begin on **July 5th, 2022**. Work must be complete by **AUGUST 19, 2022**.

4. ESTIMATE OF COST

- A. The total estimated cost for the Work specified for the Project, including alternates, is **\$156,000.00**.
- B. The Project consists of a single general contract for the work specified for the Project:
By submitting a bid, Bidder acknowledges the statutory requirement that the State of Michigan Subcontract Form must be used for all written subcontracts with the successful Bidder.

5. CONTRACT DOCUMENTS

- A. The Contract Documents consist of the following documents:
1. Notice to Bidders
 2. Instructions to Bidders
 3. Bid Form
 4. Bid Guaranty and Contract Bond Form
 5. Contractor Qualifications Statement
 6. Owner-Contractor Agreement (modified AIA Document A101-2017), with Exhibit A for Insurance and Bonds
 7. Contractor's Personal Property Tax Affidavit
 8. Contract Bond Form (for use if combined Bid Guaranty and Contract Bond is not submitted as the bid guaranty)
 9. General Conditions of the Contract for the Project (modified AIA Document A201-2017)
 10. Project Drawings and Specifications
 11. Statement of Claim Form and Instructions
 12. Modifications issued after the execution of the contract, including:
 - a. A written amendment to the Agreement signed by both parties;
 - b. A Change Order;
 - c. A Construction Change Directive; or,
 - d. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions.
- B. Drawings and specifications for the Project may be examined beginning **June 3, 2022**, during normal business hours at Becker Impressions, 4646 Angola Rd, Toledo, OH 43615 (telephone: 419.385.5303), and on-line at <https://www.beckerplanroom.com/>
- C. Contract Documents may be purchased from Becker Impressions at cost, plus shipping.
- D. Use complete sets of Contract Documents in preparing bids. Neither Owner nor Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- E. Owner and Design Professional, in making the Contract Documents available on the above terms, do so only for the purpose of obtaining bids for the Work and do not confer a license or grant for any other use.

6. PRE-BID MEETING

A pre-bid meeting will not be scheduled, contact Michael Valentine at michaelvalentine@eriemason.k12.mi.us to schedule a tour of the facility.

7. PREPARATION OF BIDS

- A. All bids must be submitted on the Bid Form included with the Contract Documents.
- B. Complete all blank spaces, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by Bidder. Do not change, alter, or add to the wording on the Bid Form. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words will prevail if there is an inconsistency between the numbers and words written. If no words are inserted on the Bid Form, the number will be the amount of the bid.
- C. Note receipt of Addenda on the Bid Form. If Bidder fails to acknowledge receipt of each Addendum, the Bid will be deemed non-responsive, unless the Bid amount reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed.
- D. Submit 1 original of the complete Bid Submittal to Owner. Sign the Bid Form with the name of the individual signing typed or printed below the signature. A Bid submitted by facsimile transmission will not be accepted. A Bidder that is a corporation must include the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- E. Enclose the Bid Submittal (the completed and signed Bid Form and the Bid Guaranty) in a sealed opaque envelope with Bidder's name and title of the Project printed in the upper left hand corner, addressed as follows: **Business Office of the, Mason Consolidated School District High School Building 2400 Mason Eagle Drive Erie, Michigan 48133 ATTN: Dana Blair**. Bids must be received at the designated location for the bid opening before **1:00 p.m. local time on June 28 2022**. If the bid is delivered by other than personal delivery, enclose the submittal in a separate envelope with the notation "**Sealed Bid Enclosed for the Mason Bleacher Repair Project; Deliver to the Main Office Immediately**" on the face of the envelope. Bidder is responsible for ensuring that its bid is delivered to the Main Office before the bid date and time, even if a third party delivery service is used.
- F. Bid Submittal. Include the following documents with the Bid Submittal:
 1. Bid Form – completed and signed by the Bidder. Include the number of copies requested in Section 7(D) above.
 2. Bid Guaranty (see Section 8 below). If the Bid Guaranty is a combined Bid Guaranty and Contract Bond, it must be supported by a power of attorney showing the authority of the individual signing the bond to do so. After the bids are received and opened, the apparent low bidder may provide the certificate of authority of the surety to conduct business in Michigan and the financial statement of the surety.
- G. Take the following precautions in preparing a bid:
 1. Sign the Bid Form and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Item F above) have been included in a sealed opaque envelope addressed as described in Item E above.
 2. If the Bid Form requests pricing for Alternate items, which may be either an addition or deduction from the base bid amount, indicate whether the amount inserted on the Bid Form is an addition or deduction to the base bid amount (unless the item clearly states that the amount is an add or deduct from the base bid amount). If it is not indicated on the Bid Form, it will be conclusively presumed that the amount is an addition to the base bid amount. Do not insert "\$0.00" in the blank unless the amount to provide the work specified for the Alternate is no additional cost to the base bid amount. If no bid is intended for an Alternate item, insert "No Bid" in the space provided or leave it blank.
 3. If the Bid Form request unit price amounts, insert the unit price(s) requested on the Bid Form and as described in the Contract Documents.

4. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - (a) Bidder; and
 - (b) Bidder's Surety or Sureties
 5. Confirm that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum as instructed in Section 9 below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. Failure to state an amount equal to the total of the base bid and all add alternates makes the bid non-responsive if Owner selects alternates not included in the amount.
 6. Confirm that the appropriate contract and/or scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the Bid Form submitted may make the bid non-responsive.
- H. Bidder is responsible for timely delivery of the Bid Submittal to the location designated for receipt of bids. Any bid received after the time and date designated for receipt of bids will be returned unopened.

8. BONDS AND GUARANTEES

- A. Bid Guaranty: Bidder must provide a Bid Guaranty, as prescribed in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 5% of the bid. Bid amount must equal the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA Bid Bond forms are not acceptable.**
- B. Contract Bond: The successful Bidder that submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 5% of the bid as its Bid Guaranty must furnish a Contract Bond in the Contract Bond form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA Bond forms are not acceptable.**
- C. The bond must be issued by a surety company (Surety) authorized by the State of Michigan to transact business in the State of Michigan and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to Owner, in its sole discretion
- D. All bonds must be signed by an authorized agent of the Surety and by Bidder.
- E. Bonds must be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Michigan, and a financial statement of the Surety. The certificate of authority and the financial statement may be provided to Owner by the apparent low bidder after bids have been opened.
- F. The Bid Guaranty, as applicable, must be in the name of or payable to the order of Owner.
- G. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

9. METHOD OF AWARD

- A. Owner reserves the right (1) to reject any bid, in whole or in part, (2) to reject all bids, (3) not to consider a bid that is incomplete or otherwise not responsive to the bid requirements, and (4) to waive any informalities and irregularities. Bidder expressly acknowledges these rights of Owner. Owner plans to award a single contract for the Work. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in the bid not being considered because it is not responsive.

B. Determination of Lowest Responsible Bid. Subject to Owner's right to reject any or all bids, Owner will award a Contract for the Work specified to Bidder submitting the lowest responsible bid, taking into consideration accepted alternates. Owner, in its sole discretion, will determine whether a bid is responsive and the bidder responsible. In evaluating bids, Owner will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. Owner may also consider the qualifications and experience of subcontractors and material suppliers. Owner may investigate responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject or not consider, as determined by the circumstances, the bid of any Bidder that does not pass the evaluation to Owner's satisfaction. Owner may consider the factors listed below to determine which Bidder submitted the lowest responsible bid for any bid package or combined bid option. Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate:

1. Bidder's work history. Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable contract requirements. If Bidder's management operates or has operated another construction company, Owner may consider the work history of that company in determining responsibility of Bidder.

Bidder authorizes Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which Bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide Owner with a candid evaluation of Bidder's performance. By submitting its bid, Bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals (or construction manager) or the employees of any of them as a result of or related to such candid evaluation and such action is not successful, Bidder will reimburse such owners, design professionals (and construction managers), and the employees of each of them for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

2. Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
3. Bidder's prior experience with similar work on comparable or more complex projects;
4. Bidder's prior history for the successful and timely completion of projects;
5. Bidder's equipment and facilities;
6. The adequacy, in numbers and experience, of Bidder's work force to complete the Contract successfully and on time;
7. Bidder's prior experience on other projects of Owner and/or Design Professional, including Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with Owner and/or Design Professional;
8. Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act;
9. Bidder's participation in a drug-free workplace program acceptable to Owner, and Bidder's record for both resolved and unresolved findings for recovery as defined in Michigan law.
10. Owner's prior experience with Bidder's surety;
11. Depending upon the type of the work, other essential factors, as Owner may determine and as are included in the specifications for the Project; and/or

12. The foregoing information with respect to each of the Subcontractors the Contractor intends to use on the Project.
- C. Within 3 business days after receipt of the bids and identification of the apparent low bidder for each bid package or combined bid, the apparent low Bidder, and any other bidder requested by Design Professional, will complete and submit to Design Professional the following documents, if not included with the Bid Submittal:
 1. Contractor Qualifications Statement, which is included in the Project Manual, and thereafter provide Design Professional promptly with such additional information as Design Professional may request regarding Bidder's responsibility. Requested information must be provided within 3 business days of the date of the request.
 2. The list of all proposed subcontractors and vendors.
 3. The schedule of values for the Project.
 4. The Surety's certificate of authority and financial statement, if these were not submitted with the bid.

After approval by Owner and Design Professional of the list of proposed subcontractors, suppliers and manufacturers submitted by the successful Bidder, the list will not be changed without written authorization from Owner and Design Professional.

- D. Failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsive and its bid will not be considered for award of the contract.
- E. By submitting its bid, Bidder agrees that Owner's determination of responsibility will be final and conclusive, and that if Bidder or any person challenges such determination in any legal proceeding and such legal proceeding is not successful, Bidder will reimburse Owner for all legal fees and expenses incurred by Owner that are related to such challenge, including the costs of collection.
- F. Affidavit as to Personal Property Taxes. The successful Bidder must submit, prior to the time of the entry into the Contract, an affidavit in the form required by the State of Michigan regarding the status of Bidder's personal property taxes. A copy of the form of the affidavit is included in the Project Manual.
- G. No Bidder may withdraw its bid within 60 days after the date bids are opened. Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
- H. Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of Bidder.
- I. Award of Contract. The award of the Contract will only be made pursuant to a duly adopted resolution of Owner or, when applicable, in writing by an authorized representative of Owner. A property right in the contract is created only after the contract has been signed by Owner, through its authorized representative.

10. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

- A. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by Owner for use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest responsible bid.
- B. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.

- C. Bidders wishing to obtain approval to bid non-specified products must submit written requests to Design Professional no later than **close of business on June 22, 2022**. Include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. Design Professional's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date.
- D. When Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders may not rely on approvals made in any other manner.
- E. In proposing a non-specified product or a substitution, Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by Owner and Owner's consultants as a result of a non-specified or substitute product that is accepted.
- F. Following the award of the Contract, there will be no substitutions for specified products, except pursuant to a Change Order. Owner in its sole discretion may decline to consider a substitution for a Change Order.

11. ALTERNATES

- A. Owner may request bids on alternates. If Owner requests bids on alternates, include the cost of the alternates requested on the Bid Form.
- B. At the time of awarding the contract, Owner will select or reject alternates as it determines is in its best interest. Bidder's failure to include in its Bid Form the cost of an alternate selected by Owner and applicable to Bidder's work may render the bid non-responsive and be grounds for the bid being considered non-responsive, in which case it will not be considered for award of a contract. Otherwise, the failure to include the cost of an alternate will not be deemed material.
- C. Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. Bidder understands that Owner may include alternates, which may include deduct alternates as well as add alternates, to give it the flexibility in building the Project with the funds that are available. Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Michigan. Bidder also acknowledges that Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. Bidder understands that the award to the lowest responsible Bidder will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- D. If, during the progress of the Work, Owner decides to reinstate any alternate not included in the contract, Owner reserves the right to reinstate the alternate at the price bid by the contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the contractor additional expense.

12. UNIT PRICES

- A. If unit prices are requested in the Bid Form, Bidder should provide the requested unit price(s). Unless otherwise expressly provided in the Contract Documents, such unit prices will be deemed to include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit price is requested. The unit prices stated on the Bid Form will be the basis for any Change Orders entered into based upon the Owner-Contractor Agreement, unless Design Professional determines that the use of such unit prices will cause substantial inequity to either party to the contract.
- B. Requested unit prices will not be considered in the award and determination of the lowest responsible bid.

13. ADDENDA

- A. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which will be the only means considered binding; explanations, interpretations, etc., made by any other means will **NOT** be legally binding. All Addenda will become a part of the Contract Documents. Owner reserves the right to issue clarifications to address details such as the time, date, and place of the bid opening or other information that does not change the scope of work, including but not limited to issuing a revised Bid Form.
- B. Submit written questions to Design Professional no later than **noon of business day on June 22, 2022**, to allow Design Professional to respond. All Addenda will be issued except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least 72 hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such 72 hour period, then the time for opening of bids shall be extended 1 week with no further advertising of bids required. Clarifications, as described in the preceding paragraph, issued in writing or by email to Bidders of record may be issued within the 72-hour period before the bid opening.
- C. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued. Receipt of Addenda must be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact Design Professional or the issuing reprographer prior to the bid opening to verify the number of Addenda issued.
- D. If Bidder fails to indicate receipt of all Addenda issued by Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - 1. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - 2. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

14. INTERPRETATION

- A. If a Bidder is in doubt as to the meaning of any part of the Specifications or Contract Documents, it may submit a written request for an interpretation thereof to Design Professional, at the address and contact numbers stated on the first page of these Instructions to Bidders. Any interpretation of the proposed documents will be made by Addendum only, and a copy of such Addendum will be delivered to each Bidder receiving a set of Contract Documents. Owner is not responsible for any other explanation or interpretation of the Contract Documents.
- B. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, will be construed in accordance with the well-known meaning recognized by the trade.

- C. Bidders are responsible for notifying Design Professional in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. Bidder will not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by Bidder prior to the bid opening.

15. TAX STATUS

- A. Owner is a political subdivision of the State of Michigan and is exempt from taxation under the Michigan Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed sales tax exemption certificate to the vendors or suppliers when the materials are acquired. Owner will provide a completed and signed certificate to the successful Bidder.

16. DATE FOR COMPLETION / LIQUIDATED DAMAGES

- A. Date for Substantial Completion. The Work included in the Project consists of several components, each of which has a date for substantial completion (as Substantial Completion is defined in the Contract Documents) stated below:

- 1. Mason Bleacher Repair Project

- a. Substantially complete by **AUGUST 19, 2022**.

The Date for Substantial Completion may be extended only by Change Order, other Modification, or by a Claim that is Finally Resolved, as Finally Resolved is defined in the Contract Documents. By submitting its Bid, Bidder agrees that the period for performing the Work is reasonable.

- B. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion, the successful Bidder will pay Owner and Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the Owner-Contractor Agreement. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that Bidder's Work is not Substantially Complete. In addition to such Liquidated Damages, Bidder will indemnify, defend and hold Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, that arise out of or are related to Bidder's failure to Substantially Complete its Work by its Date for Substantial Completion.
- C. Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that Owner would incur if Bidder's Work is not Substantially Complete by its Date for Substantial Completion. Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

17. PREVAILING WAGE (Prevailing Wage Rates Do Not Apply to this Project)

18. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

- A. Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give Bidder a competitive advantage.

- B. By submitting its bid, Bidder agrees that (i) Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives Bidder a competitive advantage will be final and conclusive; and (ii) Bidder will pay Owner's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by Bidder and/or any of its affiliates, which is unsuccessful.

19. EXECUTION OF CONTRACT

- A. Within 7 calendar days of the Award of the Contract, or such other time designated by Design Professional, the successful Bidder will execute and deliver to Design Professional the required number of the following documents:
1. The Owner-Contractor Agreement Form;
 2. Contract Bond, if Bidder did not submit a Bid Guaranty and Contract Bond with its bid;
 3. Insurance Certificates;
 4. Valid Workers' Compensation Certificate;
 5. Personal Property Tax Affidavit;
 6. Any other documents identified in the Contract Documents for submission with the signed agreement.

Failure of the successful Bidder to execute and deliver the required documents will constitute a default that entitles Owner to Bidder's bid guaranty, as provided in the State of Michigan.

20. MODIFICATION/WITHDRAWAL OF BIDS

- A. Modification. Bidder may modify its bid by written communication to Owner addressed to Owner, attention of the Owner Representative, with a copy to the Treasurer and to Design Professional, at Owner's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is the bid price, but should provide the addition or subtraction or other modification so that the final received by the Owner Representative prior to the bid deadline. The written communication must not reveal prices or terms will not be known until the sealed bid is opened. If Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
- B. Withdrawal Prior to Bid Deadline. Bidder may withdraw its bid at any time for any reason prior to the bid deadline established in the Notice to Bidders. The request to withdraw must be in writing and submitted to the Owner Representative, at Owner's address on page 1 of these Instructions to Bidders, with a copy to the Treasurer and to Design Professional at their respective addresses as shown on page 1 of these Instructions to Bidders. The request for withdrawal must be received by the Owner Representative prior to the time of the bid opening.
- C. Withdrawal After Bid Deadline.
1. All bids will remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - i. the price bid was substantially lower than the other bids;
 - ii. the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - iii. the bid was submitted in good faith;
 - iv. Bidder provides written notice to the Owner Representative, with a copy to the Treasurer and Design Professional, within 2 business days after the bid opening for which the right to withdraw is claimed.
 2. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which Bidder is withdrawing its bid to the same Bidder.

3. If a bid is withdrawn under this provision, Owner may award the Contract to another Bidder determined by Owner to be the lowest responsible bidder or Owner may reject all bids and advertise for other bids. In the event Owner advertises for other bids, the withdrawing Bidder is responsible to pay the costs incurred in connection with the rebidding by Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if Owner finds that such costs would not have been incurred but for such withdrawal.

21. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful bidder(s) will include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national origin in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
- B. The contract document to be executed by the successful Bidder contains nondiscrimination provisions as required by State of Michigan.

END OF INSTRUCTIONS TO BIDDERS

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