SCENIC REGIONAL LIBRARY DISTRICT

BRANCH LIBRARY PROJECTS

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the construction Contract have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder-one who submits a Bid directly to District as distinct from a subbidder, who submits a bid to a Bidder.

1.2. District-Scenic Regional Library District.

1.3. Issuing Office-the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.4. Successful Bidder-the lowest, responsible and responsive Bidder to whom District (on the basis of District's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. Unless otherwise stated, there is no refund of said sum.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither District nor Library Director assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. District and Library Director, in making copies of Bidding 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.

3. QUALIFICATION OF BIDDERS.

3.1. No Bid shall be considered unless the offering Bidder shall furnish evidence satisfactory to the District that the bidder has the necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

3.2. Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the em-

ployees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **AFFIDAVIT OF WORK AUTHORIZATION** and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

- http://www.uscis.gov/portal/site/uscis

3.3 Proof of lawful presence.

3.3.1 Pursuant to 208.009 RSMo, the bidder shall provide at the time of submission of any bid affirmative proof that the Authorized Representative for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Authorized Representative for the Contractor (or "Authorized Representative") shall be the person authorized to prepare, submit and sign bid documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

3.3.2 An Authorized Representative who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the District, which shall be available from the District Clerk if needed. Any Authorized Representative who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the District rescinding and voiding any Contract awarded to the Contractor.

3.4 Bid submittals shall be accompanied by the following:

3.4.1 A satisfactory Affidavit of Non-Collusion in substantially the form provided in the Bid Documents.

3.4.2 Certificates of insurance showing evidence of required insurance coverage in accordance with the Owner-Contractor Agreement.

3.4.3 At least three (3) references regarding prior work of the Bidder on public works contracts in Missouri.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify Architect or Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to District and Library Director by owners of such Underground Facilities or others, and District and Library Director do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request, District will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.6. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by District or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, District will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly

required by the Contract Documents, that Bidder has given Library Director written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Library Director is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

5. AVAILABILITY OF LANDS FOR WORK, ETC.

The lands upon which the Work is to be performed, rights-of-ways and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by District unless otherwise provided in the Contract Documents.

6. INTERPRETATIONS AND ADDENDA.

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Architect. Interpretations or clarifications considered necessary by Architect in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by Architect as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by District or Architect. Bidders shall include resultant costs, if applicable, in the Base Bid. The District or Architect will issue Addenda to all known persons and organizations who have obtained copies of Bid Documents, however, it is the duty of a Bidder to ensure that such Bidder has obtained all Addenda prior to submission of a bid.

7. BID SECURITY. N/A

8. CONTRACT TIMES.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. LIQUIDATED DAMAGES. N/A

10. SUBSTITUTE AND "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if accepta-

ble to Architect, application for such acceptance will not be considered by Architect until after the Effective Date of the Agreement.

11. SUBCONTRACTORS, SUPPLIERS AND OTHERS

11.1. Bid Submittals shall be accompanies by a Subcontractor Utilization Form identifying the Subcontractors and Suppliers the bidder proposes to utilize in the performance of the Project, in accordance with the General Conditions. Such Form shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by District. District or Architect who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute, in which case, apparent Successful Bidder shall submit an acceptable substitute, without an increase in bid price.

If apparent Successful Bidder declines to make any such substitution, District may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom District or Architect does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to District and Architect subject to revocation of such acceptance after the Effective Date of the Agreement.

11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to District those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with District 's written consent.

11.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

12. BID FORM.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Architect (or Issuing Office).

12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Corporate Secretary or an assistant Corporate secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the offi-

cial address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in black ink below the signature.

12.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must be shown.

12.10. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the contract Documents as provided in GC-11.6.

13. SUBMISSION OF BIDS.

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

14. MODIFICATION AND WITHDRAWAL OF BIDS.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2. No Bid shall be withdrawn after the opening of Bids for a period of ninety (90) calendar days after the closing time for acceptance of Bids. Any Bidder may withdraw a bid personally or by written request at any time prior to the closing time for the acceptance of bids.

15. OPENING OF BIDS.

Bids will be opened at the place where Bids are to be submitted.

16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but District may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. AWARD OF CONTRACT.

17.1. District reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if District believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria

established by District. District also reserves the right to waive all informalities not involving price, time or changes in Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2. In evaluating Bids, District will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. District may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. District also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 District may conduct such investigations as District deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

17.5. If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by District indicates to District that the award will be in the best interests of the Project.

17.6. If the contract is to be awarded, District will give Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

17.7 The successful Bidder shall be required within five (5) days of receipt of written notification of award from the District to execute the Owner-Contractor Agreement and to furnish a satisfactory Performance and Maintenance Bond and, if the Bid is in excess of $50,000 or if required on the Notice of Award, a satisfactory Payment Bond, each with a good and sufficient surety authorized to do business in the State of Missouri, each in the full amount of the bid submitted based on the bid quantity listed on the Bid Proposal form, and each substantially in the form provided in the Bid Documents. The Payment Bond furnished shall meet all requirements of Section 107.170 R.S.Mo., as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such Work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said Work, and for all labor performed in such Work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri. The Performance and

Maintenance Bond furnished shall guarantee the faithful performance of the Work and guarantee the Work for the guaranty period established in the Owner-Contractor Agreement. Such guarantee obligation is separate and independent of Contractor's obligation to provide warranties as required by the Owner-Contractor Agreement or applicable law. In case of failure or neglect to execute the Owner-Contractor Agreement or to furnish a satisfactory Payment Bond or Performance and Maintenance Bond within the time above specified, such bidder will be considered as having abandoned the bid, and the bid security provided shall thereupon be forfeited to the District and collected as provided by law, and thereupon the Project shall be re-advertised or otherwise let to another bidder.

17.8 In awarding this Agreement, the District shall give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. Additionally, the District shall give preference to disabled veteran businesses (as that term is defined in Section 34.076 R.S.Mo.) doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

To the extent permitted by federal laws and regulations, a contractor or bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or bidder to succeed over the bidding contractor or bidder domiciled outside Missouri on a like contract or Bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or bidder on a like contract or Bid being let in the domiciliary state of that contractor or Bidder.

18. CONTRACT SECURITY.

The General Conditions and the Supplementary Conditions set forth District's requirements as to payment bonds as well as performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to District, it must be accompanied by the required Bonds and Certificates of Insurance.

19. SIGNING OF AGREEMENT

When District gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to District with the required Bonds. Within ten days thereafter District shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set

of the Drawings with appropriate identification.

20. PRE-BID CONFERENCE

A pre-bid conference will be held at **11:00 A.M. and 1:00 P.M. CST** on the **25th** day of **April, 2017** at **St. Claire Branch, 515 E. Springfield Road, St. Claire, MO 63077 and Warrenton Branch, 912 S. Highway 47, Warrenton, MO 63383** respectively. Representative of the District and Architect will be present to discuss the project. Bidders are encouraged to participate in the conference. Architect will transmit to all prospective Bidders of record such Addenda as Architect considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

21. TAXES AND PERMITS

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against District or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.

Missouri Sales Tax Exemption - Missouri State Statutes 144.062, effective August 28, 1994, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax exempt entity shall furnish, upon request, a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to the successful bidder after the execution of the contract.

22. CERTIFIED PAYROLLS

The General Contractor shall provide to the Scenic Regional Library District Office one copy of weekly certified payrolls from the General Contractor and all Subcontractors. After the first payroll, these must be provided by the Contractor and Subcontractor on a weekly basis; accounting for each week until the Contractor or Subcontractor has finished his portion of the project. If no work was done, then a payroll stating "No Work Done" must be submitted. All certified payrolls must be numbered. If needed, the Contractor or Subcontractors may use the payroll form provided by the Department of Labor:
http://labor.mo.gov/sites/default/files/pubs_forms/LS-57-AI.pdf

23. ADDITIONAL COMPLIANCE DOCUMENTATION REQUIRED BY SUCCESSFUL BIDDER

23.1 Pursuant to Section 292.675, RSMo., the successful bidder must affirm its provision of a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at this project by

- submitting a completed, notarized copy of **AFFIDAVIT OF OSHA TRAINING** along with the required number of copies of the executed Agreement to District and

- requiring all employees on the job site to produce documentation that they have successfully completed this construction safety program upon demand of the City or Department of Labor Standards representatives.

23.2 As a Condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. The Contractor shall not be required to provide these affidavits to the District if such affidavits have been previously provided to the District within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.