

### City Hall Façade and Plaza Repairs – Addendum 3

#### General Clarifications:

1. A performance bond is not required, it is a Bid Bond or Security of Bid Bond. See specification section 00 21 00 – 1.06.A.4. for additional information.

#### Project Manual

Section	Change
00 21 00- 1.06.A.4	Section sub heading from “Performance Bond” to “Bid Bond”.

#### Bid Drawings

Sheet	Change
N/A	

**SECTION 00 21 00**  
**INSTRUCTIONS TO BIDDERS**

**PART 1 - GENERAL**

**1.01 INVITATION TO BID**

- A. Bidders provided with a copy of these bidding documents are invited to submit a Bid for providing labor, equipment, incidentals, and project management for the project described in these Bidding Documents.
- B. The date and time of the pre-bid conference will be July 1<sup>st</sup>, 2025. All bidders are required to attend.
- C. Bidders are encouraged to request for additional site access, as required, to complete the Bid Form.
- D. Questions shall be submitted no later than Tuesday, July 8<sup>th</sup>, 2025. Engineer will provide answers delivered to all bidders no later than Friday, July 11<sup>th</sup>, 2025.
- E. Bids are to be delivered to Plymouth City Hall and are to be received no later than 10 a.m. (local time) on Tuesday, July 15<sup>th</sup>, 2025. Bids after this time will not be accepted and returned un-opened.

**1.02 BIDDING DOCUMENTS, INTERPRETATIONS AND ADDENDA**

- A. Drawings and Contract Documents may be obtained from the City of Plymouth Web Site at [www.plymouthmn.gov/bids](http://www.plymouthmn.gov/bids).
- B. Complete sets of Bidding documents must be used in preparing Bids; neither owner assumes any responsibility for errors of misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. All questions about the meaning or intent of the Contract Documents are to be made in writing and directed to OWNER. Interpretations or clarification's considered necessary by OWNER in response to such questions will be issued with an Addenda by email, fax or mailed or to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than two 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.
- D. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or Engineer.

**1.03 QUALIFICATIONS**

- A. No bidder will be permitted to withdraw his bid within 60 days after the bid due date.
- B. The Owner reserves the right to waive any formality or to reject any or all bids, to evaluate bids and to accept any bid, which, in its opinion, may be in the best interest of the Owner.
- C. No Contract is given or implied to the successful bidder until the project is fully funded and a written contract is offered by the Owner and signed by all parties.

**1.04 BIDDERS REPRESENTATION OF BIDDING DOCUMENTS AND SITE**

- A. It is the bidders' responsibility, before submitting a bid to:
  - 1. Visit the sites and familiarize themselves with local conditions under which the work is to be performed, and determine for themselves the difficulties that such conditions will impose upon the performance of the Work and the effect of such conditions on the quantity of Work required.

2. Thoroughly review the Bid Documents. By submitting a bid, the bidder is agreeing that he/she has, in writing, brought discrepancies, conflicts, errors, and / or omissions within the documents to the attention of the Owner, Owner's Agents, and Engineer, and that such discrepancies, conflicts, errors, and / or omissions have been resolved to his/her satisfaction prior to submitting a bid. The Bidder agrees to furnish fully functional and workable systems in complete accordance with the shown, noted, described, and reasonably intended requirements of the "Work" as described in the Bid Documents.
3. No claims for extra payment shall be made for extra work made necessary by, or for difficulties encountered due to, conditions of the site that were visible upon, or reasonably inferable from, an examination of the site at the time before Bid closing date.

#### **1.05 BID FORM**

- A. The Bid Form is included with the Bidding Documents; additional copies may be obtained from OWNER.
- B. All blanks on the Bid Form must be completed in ink or by typewriter.
- C. 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 secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed in ink below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- G. The address and telephone number for communications regarding the Bid must be shown.
- H. This project's BID FORM contains three sections; Base Bid and Alternate 1 and 2. The completion of all schedules is required to be an acceptable bid for the project. Bids will be evaluated by the OWNER based on any combination of the schedules.

#### **1.06 SUBMISSION OF BIDS**

- A. All the following documents are required to be included with the contractor's bid submission. Bids that omit any of the following documents will not be considered.
  1. Bid form
  2. Contractor Verification of Compliance (see attached form).
  3. Affidavit of Non-Collusion (see attached form).
  4. **Bid Bond**
    - a. Each Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of the BIDDER'S maximum Bid price and in the form

of a certified or bank check or Bid Bond issued by a surety meeting the requirements.

- b. The Bid security of the Successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of the BIDDER will be forfeited. The Bid security of the three lowest BIDDERS may be retained by the OWNER until the Agreement is signed and submitted with the bonds as set forth in Paragraph 1 of the Bid Form. Bid security of other BIDDERS will be returned within seven days after award of the contract.
- B. 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 the BIDDER and accompanied by the Bid security and other required documents.

#### **1.07 REVIEW OF CONTRACT DOCUMENTS**

- A. Discrepancies in the mathematics of units of work and unit prices or between sums of numbers, will be resolved as most favorable to the Owner.
- B. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he/she be in doubt as to their meaning, he/she shall notify, in writing, the Engineer at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by written Addenda, will not be considered valid, legal, or binding.
- C. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.
- D. No extras will be authorized because of the Contractor's failure to include work in his/her bid that was called for in the Addenda.
- E. It shall be the responsibility of all Bidders to call to the Engineer's attention, in writing, at the pre-bid meeting, any discrepancies that may exist between or with any of the contract documents, or any questions that may arise as to their true meaning.

#### **1.08 MODIFICATION AND WITHDRAWAL OF BIDS**

- A. 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.
- B. If, within twenty-four hours after Bids are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

#### **1.09 OPENING OF BIDS**

- A. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Bids will be made available to BIDDERS after the opening of Bids

## 1.10 EVALUATION OF BIDS

- A. Bids may be rejected if:
  - 1. Bids are not received within the specified time and date.
  - 2. Bids are incomplete, not signed and or sealed.
  - 3. Bids are informal, qualified irregular, or unbalanced.
  - 4. Bids containing errors.
  - 5. Bids that are, conditional or obscure, or that contain additions not called for, erasures, alterations or irregularities of any kind, will be rejected as informal.
- B. The Owner has the unqualified right to:
  - 1. Award the Contract to the bidder that, in the Owner's sole discretion, provides the best value to the Owner based on the criteria described in the Bid Documents including, but not limited to, a bidder's:
    - a. Base Bid;
    - b. Qualifications of contractor and subcontractor;
    - c. Availability/capacity and stability;
    - d. Construction schedule including start and finish dates (i.e. Substantial Performance of the Work).
  - 2. The price identified as the stipulated price or base price will be considered the bidder's "Base Bid". The Owner reserves the right, but has no obligation, to adjust a bidder's Base Bid by the amount of any Itemized Price, Provisional Price or Unit Price that the Owner, in its discretion, decides to accept.
  - 3. The Owner reserves the right to accept a bid that, in the Owner's discretion, is substantially compliant.
  - 4. Should the Owner receive no compliant bids, the Owner may re-bid the project or may negotiate a contract for the whole or any part of the project with a bidder who has submitted a non-compliant bid.
  - 5. Reject any bid submitted even if it is the only submitted bid.
  - 6. In the event that fewer than two bids are received, the Owner has the right to either open the bids or return the bids unopened to the Bidders and invite additional Bidders to bid the work.
  - 7.

## 1.11 RESPONSIBLE BIDDER EVALUATION

- A. The City will review the qualifications and experience of bidders after bids are opened and before a contract is awarded, to determine if the bidder is "responsible." A "responsible" bidder is a bidder qualified to do the work. This will be determined by assessing the bidder's skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed. In all cases where a bidder is unknown or where there are any questions about the qualifications of the bidder, the following information will be required of the apparent low bidder: The bidder will be required to complete and return the "Responsible Bidder Evaluation Questionnaire" before the City Council considers awarding the bidder the contract. A sample questionnaire can be found in the attachments.

## 1.12 EXECUTION OF CONTRACT

- A. Upon receiving written bid acceptance from the Owner, the successful bidder will within 10 working days submit to the Engineer the following:
  - 1. A certified true copy of the insurance policies required by the Bid Documents;
  - 2. List of proposed trades associated with this project; and,

3. Contractor's corporate safety policy.

**1.13 INSURANCE**

- A. Upon notification of the award of the Contract, the successful Bidder shall provide to the Owner with an original certificate of insurance pursuant to the Contract in a form satisfactory to the Owner.
- B. Name the Owner and Engineer as additional named insured.

**1.14 COST OF TENDERING**

- A. Assume responsibility for all costs, expenses, loss, damage and liabilities incurred as a result of or arising out of tendering or out of the invitation to bid. Owner and Engineer will not be liable in any way.

**1.15 BID VALIDITY PERIOD**

- A. The bid is to remain valid and open to acceptance until the formal Contract is executed, or until sixty (60) days after the Bid Closing Date, whichever first occurs, and that the Owner may, at any time within that period and without notice, accept this Bid, whether any other Bid had been previously accepted or not. The Bid Security is to remain valid for the same period.

**END OF SECTION**