

# PCSR HANCOCK FACILITY

HWY 59, MAHOGANY ROAD  
HANCOCK, IOWA 51536

## BIDDING DOCUMENTS FOR GENERAL CONSTRUCTION

FIFTY THIRTEEN CORP., DBA  
AO\*

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4610 DODGE STREET  
OMAHA, NE. 68132  
(402) 551-3400

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PROJECT NUMBER:  
DATE:

Fifty Thirteen Corp.  
2019-043  
May 18, 2020

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# TC

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# INVITATION TO BIDDERS

# IVB

Sealed proposals for the construction contract that is specified hereinafter, for the PCSR HANCOCK FACILITY, received at the time and place noted below. Proposals will be publicly opened.

BID DELIVERY TIME: 3 P.M. CST, Monday, September 14, 2020

BID DELIVERY PLACE: Pottawattamie County Auditor  
Second Floor of Pottawattamie County  
Courthouse  
227 S. 6<sup>th</sup> Street  
Council Bluffs, IA 51501

BID OPENING TIME: 10 A.M. CST, September 15, 2020

BID PLACE: Board of Supervisors Hearing Room  
227 S 6<sup>th</sup> Street  
Council Bluffs, IA 51501

Bids are invited on a Guaranteed Maximum Price basis for all work shown and specified.

Bidding Documents may be examined at The Architectural Offices, between the hours of 8:00 A.M. and 12:00 P.M. and 1:00 P.M. and 5:00 P.M., Monday through Friday.  
Or at the Pottawattamie County Engineers Office between the hours of 7:00 A.M. and 3:30 P.M. Monday through Thursday.

Bidders may obtain Bidding Documents from Standard Digital Imaging, 4426 S. 108<sup>th</sup> Street, 402-592-8003.

Also obtained from the Pottawattamie County Engineers office electronically.

Bidders may electronically view the drawings with Standard Digital's *Standard Share*, if they are members of the service.

A Bid Security of \$50,000 is required.

The Owner reserves the right to reject any bid and to waive informalities or irregularities in the bidding.

# INSTRUCTIONS TO BIDDERS

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# ISB

BIDS MUST BE MADE in accord with the instruction to bidders as follows:

## DEFINITIONS

All definitions that are set forth in the General Conditions of the Contract for Construction, AIA Document A201, contained in this specification are applicable to these Instructions to Bidders.

Bidding Documents include the Invitation to Bidders, Instructions to Bidders, the Bid Form and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.

## EXAMINATION OF BUILDING AND SITE

Each bidder, by making his bid, acknowledges that he has read and understands the Bidding Documents.

Each bidder, by making his bid, acknowledges that he understands Article 4 of the General Conditions.

Each bidder, by making his bid, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. Contractors will not be given extra payments for conditions that can be determined by examining the site and the bidding documents.

## EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the Bidding Documents carefully and, not later than two days prior to the date for receipt of bids, shall make written request of the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method. Request for information will not be accepted on the day of the bid.

## ADDENDA

Prior to the receipt of bids, Addenda will be mailed or faxed to each person or firm recorded by the Architect as having received the Bidding Documents, and will be available for inspection wherever the Bidding Documents are kept available for that purpose. Addenda will become part of the Contract Documents when the Construction Contract is executed.

## BID SECURITY REQUIREMENTS

A Bid Security of \$50,000 is required.

## PERFORMANCE AND PAYMENT BOND REQUIREMENTS

A Performance and Payment Bond is required.

## CONSTRUCTION CONTRACT

The General Contractor and the Owner will enter into a Standard AIA 101 Construction Contract  
Must use AIA form and format

## SUBSTITUTIONS - QUALITY OF MATERIALS

INSTRUCTIONS TO BIDDERS  
PCSR  
HANCOCK FACILITY  
2019-043

ISB-1

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

It is the intent of the drawings and specifications to secure competition consistent with the level of quality and performance desired by the Owner and set out in these documents.

Requests for the approval of items of equal quality shall be made in writing to the Architect (5) five days prior to the date of the receipt of bids. Architect's address is 4610 Dodge Street, architect's email is [bzimmer@aomaha.com](mailto:bzimmer@aomaha.com). If substitutions for named items, articles, materials, methods, fabrication, assembly or construction are approved, the contractor assumes all responsibility for coordinating and performing the related changes in the work necessitated by such substitutions and shall include in his bid all costs involved therein.

#### BIDDING PROCEDURES

All bids must be prepared on the Bid Form included with these specifications and submitted in an envelope. Identify the envelope with:

BID ENCLOSED DO NOT OPEN  
Project Name  
Name of Bidder

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bidders, or prior to any extension thereof issued to the bidders.

#### QUALIFICATIONS OF BIDDERS

General Contractor shall secure bids from subcontractors with extensive experience in the project type.

#### OPENING OF BIDS

Bids will be opened in a public meeting held by the Pottawattamie County Board of Supervisors on September 15, 2020 at 10:00 A.M.

#### REJECTION OF BIDS

The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bid is in any way incomplete or irregular.

#### AWARD OF THE CONTRACT

It is the intent of these specifications that the contract will be awarded on the basis of the most qualified low bid to the Owner and upon the final negotiated guaranteed maximum price contract amount.

In the event a General Contractor offers a contract adjustment by submitting a voluntary alternate, these voluntary alternate costs would only be considered after the award of a contract on the basis as set forth above.

Upon award of the contract to the successful bidder, the General Contractor shall submit a Certificate of Insurance naming the Owner and Architect as "Additional Insured".

### JOBSITE PROTOCOL

The Contractor shall at all times enforce strict discipline and good order among his employees, subcontractors and suppliers, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Use of Site: Limit use and operation at site to "Limits on Construction", indicated and required to perform work. Portions of site beyond area of required work shall not be disturbed. Do not load structure with weights that will endanger structure.

### SALES AND USE TAX

The contractor shall include in his bid all applicable Federal, State, and City taxes, including State and City sales, labor or use taxes, in force at the time that bids are received.

**The successful bidder will be issued an Iowa Tax Exemption Certificate for project costs.**

### PERMITS AND FEES

The contractor shall be responsible for obtaining and paying for plumbing and electrical permits. The owner has already applied for and paid for the building permit. The Selected General Contractor shall be licensed in Iowa and will be responsible for scheduling all inspections.

### SPECIAL INSPECTIONS

The Owner will provide for the special inspections services.  
The General Contractor shall coordinate.

# FORMS

# F

The following forms shall be used for their indicated purpose. All forms shall be furnished and prepared by the Contractor except as noted.

Standard AIA Forms are available for purchase from the following address:

AIA Nebraska  
335 N. 8<sup>th</sup> Street  
Suite A  
Lincoln, Nebraska 68508  
402 472-1456

**These forms may also be examined at the office of the Architect.**

FORMS:

OWNER-CONTRACTOR AGREEMENT FORM Furnish by Architect	AIA Document A101 2007 edition
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION	AIA Document A201 2007 edition
APPLICATION FOR PAYMENT Submit 3 copies	AIA Documents G702 & G702A
CERTIFICATE OF SUBSTANTIAL COMPLETION	AIA Document G704
CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS & CLAIMS	AIA Document G706
CONTRACTORS AFFIDAVIT OF RELEASE OF LIENS	AIA Document G706A
SHOP DRAWING TRANSMITTAL FORM	Copy Attached
GENERAL PROPOSAL FORM	Copy Attached
OTHER FORMS AS MAY BE REQUIRED IN THE SPECIFICATIONS	Consult Architect



## PCSR HANCOCK FACILITY

HWY 59, MAHOGANY ROAD  
HANCOCK, IOWA 51536

The undersigned, being familiar with the local conditions affecting the cost of the work and with the Invitation to Bidders, General Conditions, Technical Specifications, Drawings and Addenda which govern the purchase of material and labor and the awarding of contracts hereby proposes to furnish all labor, materials, equipment and services required to complete the Contract Work in accordance with the Contract Documents for the Lump Sum price of

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ )

Provide pricing, including all appropriate material, labor and applicable sales taxes for each item as listed below.

**Any permitted alternates are set forth in the plans and specifications.**

**Amount:** \_\_\_\_\_ DOLLARS (\$)

The undersigned further acknowledges:

- a. That a representative from the firm has visited the site and has become familiar with local conditions affecting the cost of the Work at the place where the Work is to be done.
- b. That in submitting this Proposal, it is understood that the Owner reserves the right to reject any and all Proposals and to waive irregularities in the Proposals.
- c. **BID SECURITY:** Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

In submitting this Proposal the undersigned agrees to:

- a. Hold said Proposal open for thirty (30) days from date of receipt of bids.
- b. Enter into and execute a Contract on the basis of this Proposal.
- c. Accomplish the work in accordance with the Contract Documents.

If changes in the work are required the Contract Price will be adjusted on a cost plus fee basis. In such event, the fee covering all overhead and profit for the purpose of adjusting the Contract Price shall be in an amount equal to \_\_\_\_\_ of the cost of work  
(FILL IN PERCENTAGE)

Addenda Number \_\_\_\_\_ have been received and their provisions included in this proposal.

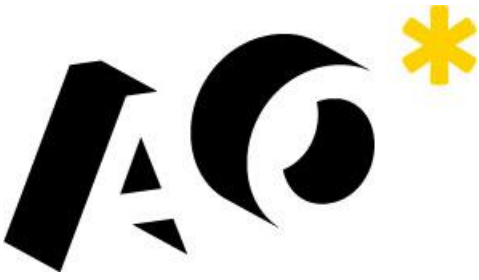
Firm Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Construction Time Period (# of days to substantial completion) \_\_\_\_\_



**SHOP DRAWING TRANSMITTAL**

**DATE:** \_\_\_\_\_ **TRANSMITTAL #:** \_\_\_\_\_  
**PROJECT NAME:** PCSR **NEW SUBMITTAL:** \_\_\_\_\_  
**HANCOCK FACILITY**  
**PROJECT NUMBER:** 2019-043 **RESUBMITTAL:** \_\_\_\_\_  
**SENDER:** \_\_\_\_\_ **PREVIOUS TRANSMITTAL:** \_\_\_\_\_

SPEC SECTION	DESCRIPTION	MANUFACTURER	DRAWING OR DATA NUMBER	ACTION TAKEN

The undersigned Contractor hereby approves the submitted shop drawings / samples, and has complied with all the requirements of Article 4.12 of the General Conditions.

**CONTRACTOR'S NAME:** \_\_\_\_\_  
**CONTRACTOR'S ADDRESS:** \_\_\_\_\_  
**CONTRACTOR'S SIGNATURE:** \_\_\_\_\_

The above drawings are returned with action as designated above in accordance with the following legend: Reviewed, no exceptions taken

- A. Reviewed, no exceptions taken
- B. Reviewed, exceptions taken
- C. Revise and resubmit
- D. Rejected

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**REMARKS:**

## PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

- A. AIA DOCUMENT A201, “General Conditions of the Contract for Construction”, 2007 Edition, Articles 1-15 inclusive, as provided by The American Institute of Architects, are hereby made a part of the Contract Documents, except as hereinafter modified or supplemental in these specifications.
  - 1. The above document is hereinafter referred to in these specifications as the General Conditions.

## PART 2 – PRODUCTS

### 2.1 MISCELLANEOUS ITEMS

- A. The General Conditions are hereby made a part of this Project Manual to the extent as if they were herein written out in full.
- B. A copy of the General Conditions is available for examination at the office of the architect or
  - AIA NEBRASKA
  - 335 N. 8<sup>th</sup> Street
  - Suite A
  - Lincoln, NE 68508
- C. The General Conditions are amended and modified in specification section entitled “Supplementary Conditions”.

## PART 3 – EXECUTION (Not Used)

# SUPPLEMENTAL GENERAL CONDITIONS **SGC**

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## PART 1 – GENERAL

1.1 The Supplementary General Conditions amend and modify the General Conditions described previously in these specifications. Where at variance with General Conditions, these Supplementary Conditions shall have preference. Where any Article of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered provisions, whether a portion of the Article, paragraph, subparagraph, or clause shall remain in effect.

## PART 2 – MODIFICATIONS

2.1 DEFINITIONS: Article 1.1 “Basic Definitions” of the General Conditions shall be and is supplemented as follows:

A. Add new subparagraphs:

1. 1.1.8 The Agreement.

a. The agreement which the successful bidder will be required to sign is AIA Document A101 Standard Form of Agreement Between Owner and Contractor (or appropriate AIA Construction Manager agreement) where the basis of payment is a stipulated sum (GMP) 2007 edition articles 1-10 inclusive, 8 pages, a standard form of the American Institute of Architects.

b. 1.1.9 Furnish, Install or Provide.

1) Unless specifically limited in the context, the word “Furnish” or the word “Install” or the word “Provide” or any combination thereof, shall mean furnish and incorporate in the Work including all necessary labor, materials, equipment, and everything necessary to perform the work indicated.

B. Copies Furnished and Ownership: Article 1.5 “Ownership & Use of Architect’s Drawings” of the General Conditions shall be and is hereby supplemented as follows:

1. Add new Subparagraph 1.5.3:

a. 1.5.3 All Drawings and copies, electronic or physical, including those used for publicity purposes are instruments of service, the property of AO\*, Omaha, Nebraska, and may not be reproduced without their permission. The reproduction shall carry their name as Architect.

C. Copies of Drawings and Project Manuals: Article 2.2.5.1 of the General Conditions shall be and is hereby modified as follows:

1. Modify subparagraph as follows:

- a. 2.2.5.1 Unless otherwise provided in the Contract Documents, the Contractor will be provided access to the drawings in the form of PDF's from the Architect and Engineering team, and as available through Standard Digital's *Standard Share* digital plan sharing service.
- D. Site Layout: Article 3.3 "Supervision and Construction Procedures" of the General Conditions shall be and is hereby supplemented as follows:
  - 1. Add new Subparagraph 3.3.4:
    - a. 3.3.4 The Contractor shall be responsible for the correct layout to line, level and dimension of all work as shown on the Drawings. He shall notify the Architect of any discrepancy that may exist between site conditions and the Drawings and shall obtain written instructions from the Architect before proceeding with this work.
- E. Warranty: Article 3.5 "Warranty" of the General Conditions shall be and is hereby supplemented as follows:
  - 1. Add new Subparagraph 3.5.1:
    - a. 3.5.1 The Prime Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure warranties from said subcontractors and deliver copies of same to the Architect upon completion of the work.
- F. Permits: Article 3.7 "Permits, Fees and Notices," sub paragraph 3.7.1. of the General Conditions shall be and is hereby supplemented as follows:
  - 1. Capital Facility fees, if required shall be paid by the Owner.
- G. Schedule: Article 3.10.1 of the General Conditions shall be and is hereby supplemented as follows:
  - 1. Add new subparagraph 3.10.10.1.1:
    - a. 3.10.1.1 The Contactor shall review the construction schedule and progress of the work and shall update the schedule at least monthly. Schedules shall be available for the Owner's and Architect's review.

PART 3 – EXECUTION (Not Used)