Instruction To Bidders

North Brunswick High School Addition and Renovations - April 17, 2020

1. PRE-BID CONFERENCE

   1.1. Remaining Package Pre-Bid Conference Will be via Turbo Meeting:
   1.2.

   a. Please join my TurboMeeting session, Wednesday, May 6, 2020, 3:00 PM, Eastern Daylight Time.
      http://meetings.wmjordan.com/join?id=17004482
   b. Meeting ID: 1700-4482
      Meeting Password: No password needed
   c. Use your microphone and speakers (VoIP - a headset is recommended). Or, call in using your telephone.
   d. Dial:
      +1 408-385-2536 (USA)
   e. Access Code: 7320-731

2. SUBMITTING, RECEIPT, AND OPENING OF BIDS

   2.1. Subcontractors are only allowed to submit bids based on the approved prequalified bid package list. Any bid received by a subcontractor who is not noted on the approved prequalified bidder list for the specific bid package will not be opened.

   2.2. Bid Documents:
   a. See Section 3 "General Bidding Requirements" below for a listing of what the Contract and Bidding Documents consist of. All information will be provided to pre-qualified Subcontractors per Section 6 "Bidding Documents" below.

   2.3. Time and Date for Receipt of Bids:
   a. Sealed Bids are due in strict accordance with the following date and time:

   BID DUE DATE AND TIME:

   Bid Date**: May 19, 2020 at 2:00pm**

   ~~**Bid Opening instructions to be provided via clarification. Due to the ongoing concerns over COVID-19, bid opening could be via online video conference.**~~

   Bid Opening location is Town Creek Middle School
   Social distancing practices are encouraged as well as the use of masks.
   Plan A- If weather permits, bid opening to take place outside under the main entrance canopy.
   Plan B- If weather is unsuitable the bid opening will take place in the Town Creek Middle School Cafeteria.
   Please allow enough time and make sure the person delivering the bid is aware.
   Address: 6370 Lake Park Dr, SE Winnabow, NC 28479

Bid Packages include:

BP-01A General Trades

BP-02A Selective Demo

BP-03A Concrete (Turnkey)

BP-04A Masonry (Turnkey)

BP-05A Structural/Misc. Steel

BP-06A Casework

BP-06B Chemistry Room Casework/Countertop/Fume Hood

BP-06C Labor Install (Install Only of Various Scopes)

BP-07A Dampproofing/Waterproofing/Joint Sealants

BP-07B Spray Foam/Air Barrier

BP-07C Roofing

BP-07D Fireproofing

BP-08A Doors/Frames/Hardware (Alt. to Install)

BP-08B Aluminum Storefront/Glass/Glazing

BP-09A Metal Stud Framing/Drywall/Insulation

BP-09B Acoustical Ceilings

BP-09C Hard Tile

BP-09D Resilient Flooring

BP-09E Painting/Sealed Concrete

BP-10A Visual Display Boards (Alt. to Install)

BP-10B Signage

BP-10C Toilet/Misc. Accessories/FEC (Alt. to Install)

BP-10D Door Canopies

BP-10E Walkway Canopies

BP-10F ROTC Range Equipment

BP-12A Window Coverings

BP-13B Relocate Modular Units

BP-14A Elevator

BP-21A Fire Protection

BP-22A Plumbing

BP-23A HVAC Systems/Controls/Balancing

BP-26A Electrical Systems/Security/Audio Visual/FA/Tele Data

BP-32A Landscaping;

BP-32B Fencing

2.4. Location for receipt of bids:

DELIVERY PRIOR TO BID DAY:

On or before 5:00pm the day prior to the bid opening

Mail or Hand Deliver Bids to:

W. M. Jordan Company Inc., Label: North Brunswick High School Addition and Renovations

(HAND DELIVERY)

1712 Eastwood Road, Suite 200

Wilmington, NC 28403

Attention: Abby Cobb

(MAIL)

1712 Eastwood Road, Suite 200

Wilmington, NC 28403

Attention: Abby Cobb

*Note: If a bidder opts to mail bid forms to W. M. Jordan Company Inc., the bidder is solely responsible for confirmation of receipt at the address listed above prior to the date and time listed above. It is strongly recommended that delivery tracking with signature confirmation be utilized to track shipments and confirm receipt by the Construction Manager.

DELIVERY ON BID DAY ONLY

Hand Delivered Bids to prior to 2:00pm:
Doors will close promptly at 2:00pm

LOCATION: 1712 Eastwood Rd. Wilmington, NC 28403

Attention: Seth Speight

***DO NOT MAIL BID FORMS DIRECTLY TO BRUNSWICK COUNTY*.**

2.5. Proposal Submission Requirements:

a. All bids must be submitted on the Proposal Forms supplied by the Construction Manager. All Bids must conform in every respect to the bid documents and all applicable spaces shall be filled in.

b. DO NOT MAKE ATTACHMENTS OR CLARIFICATIONS/QUALIFICATIONS TO THE BID FORMS. Failure to fill in all Instructions to Bidders applicable spaces may be ground for rejection of a Proposal. If a bid items has NO value or results in a NO CHANGE adjustment, then the Bidder must use “$0” in the blank. Use of “N/A” (not applicable), or “N/C” (no change), or “NIC” (not in contract), MAY render the Bid “non-responsive”. Proposals shall be sealed and plainly marked “Bid” with the name of the Project, Bid Package Number, name and address of the Bidder.

c. **For a Bid to be considered, each envelope shall contain one (1) original of:**

1. Bid Proposal Form
2. HUB Affidavit “A” -OR- Affidavit “B”
3. Cash Deposit, Certified Check, or Bid Bond in the amount of 5% of Bid, if applicable (Only required if "base bid" (i.e. do not consider bid alternates) is over $500,000.00 - reference section 9.2 "Bid Bonds" below for additional information.)

d. Bid Openings:

Bids will be publicly opened and read aloud on the bid due date, after the due time, and at the location specified in the bid advertisement and listed herein again below:

Refer to Paragraph 2.3 for time and location.

The bidder, their authorized agents, and other interested parties are invited to be present, however, your presence is not required.

2.6. <u>Unit Price Schedule:</u>

a. Bidders must provide amounts on the unit price schedule for labor, material, equipment, supervision, general conditions, overhead, fee, and proportion of payment and performance bond costs for all work items. The quantities listed in the Bid Form for unit price items are to be considered as approximate and are to be used only for the comparison of the bids and as a basis for computing amounts of security or penal sums of bonds to be furnished. Payments will only be for the actual quantities of the work performed and accepted or materials furnished and accepted in accordance with the contract documents. The scheduled quantities of work to be done and material to be furnished may each be increased, decreased, or omitted as provided in the contract documents. The inclusion of a unit price schedule, including unit prices for labor, materials, equipment, supervision, and

associated general conditions, overhead, fee, and proportion of payment and performance bond costs in the bid is for informational purposes only and shall in no way obligate the CM @ Risk or Owner to pay the unit rates provided in the unit price schedule for any additional work performed pursuant to a modification should the bidder be awarded the subcontract. The CM @ Risk may agree to pay unit rates included in the unit price schedule, or agree to pay adjusted unit rates reflecting the bidder's actual costs, after review by the CM @ Risk and Owner and receipt by the bidder of written approval from the CM @ Risk for the use of approved rates.

3. GENERAL BIDDING REQUIREMENTS

3.1. The Contract and Bidding Documents will consist of:

a. Designer's Project Manual
b. All Project Drawings
c. All Specification Divisions (including Division 0 and 1)
d. W. M. Jordan Company, Inc. Bid Manual
e. Instructions to Bidders
f. Bid Package Descriptions (Scopes of Work)
g. All Subcontract Agreement Documents
h. Project Schedule
i. Site Logistics
j. All HUB Requirements
k. Bid Proposal Form and Bid Affidavits
l. All Bidding Addenda's and Clarifications

By submitting a bid, subcontractor/vendor waives all conditions and exclusions that may have accompanied their bid. Bidders should only use the forms provided by W. M. Jordan Company, Inc. Bid Manual to submit sealed bid proposal.

3.2. W. M. Jordan Company, Inc. reserves the right to reject any or all bids, accept bids in any order or combination, make modifications to the work after bidding, and waive any informalities or irregularities in bids if it is deemed appropriate.

3.3. Each bidder, by making his/her bid, represents that:

a. The Subcontractor has read and understands the bidding documents and that their bid is made in accordance therewith. The bidder acknowledges that they have thoroughly reviewed all bid document information for the project and that they are intimately familiar with such information. The bidder acknowledges that the Construction Manager is relying on the bidder's review of all bid document information to be "biddable" and "buildable" and

otherwise fully adequate to account for all work, labor, and materials required for the completion of the Project. She/he has visited the site and has familiarized their self with the local conditions under which the work is to be performed, including sub-surface conditions and existing work completed by others. It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work and has visited the site to become familiar , the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, laws, ordinances, codes, rules and regulations, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulation issued pursuant thereto. Further, that the bidder has studied and carefully correlated its observation with the contract documents in preparing the pricing. If a bidder has opted to not visit the site, he/she acknowledges that site visitation was made available by the Construction Manager and the bidder has knowingly waived this right to visit the site; the bidder further affirms that in no way will a failure on the bidder's behalf to visit the site become grounds for a change to the scope of the work during progression of the construction of the Project.

b. Subcontractor/Vendor’s bid is not conditioned upon any modifications to the contract documents and it is understood that they are prepared to execute the subcontract agreement without taking exception to any of the provisions contained therein. Subcontractor’s failure to sign the subcontract agreement without modification, and/or provide an acceptable insurance certificate will be reason for the CM to begin negotiations with the next most responsive bidder.

3.4. Price shall include all labor, supervision, detailing, tools, materials, equipment, permits, fees, taxes (sales/use/white goods/similar taxes/etc.), insurance premiums to meet Exhibit G of the Subcontract Agreement, etc. applicable to and necessary to accomplish the work.

3.5. Bid proposal shall include costs associated with furnishing insurance coverage(s) in accordance with the General Conditions.

3.6. All bids must be submitted in full conformance with the requirements of the State of North Carolina.

3.7. No telephoned, telephone facsimile, emailed, telegraphed, or oral bids will be considered.

3.8. Reference is made to the contract documents for the identification of those surveys and investigation reports of subsurface or latent physical condition at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the document. The owner will make copies of all such surveys and reports available to the bidder upon request. Each bidder may, at his own expense, make such additional surveys and investigations as may be deemed necessary to determine his bid price for the performance of the work. Any onsite investigation shall be done at the convenience of the Owner. Any reasonable request for access to the site will be honored by the Owner.

4. MODIFICATION OR WITHDRAWAL OF BIDS

4.1. Bids may be withdrawn and/or modified by the Bidder only if a notice of withdrawal or modification is received in writing at the Construction Manager's office located at W. M. Jordan Company, Inc. 1712 Eastwood Road, Suite 200, Wilmington, NC 28403 Attn: Rusty Balderson prior to the time for receipt of Bids. Modifications shall be worded so as not to reveal the amount of the original bid. Confirmation of any modifications must be submitted in writing to the Construction Manager within 48 hours prior to the closing time for receipt of bids and must be clearly marked “Bid Modification”.

4.2. No bids may be withdrawn for a period of NINETY (90) DAYS after the scheduled closing time for receipt of the same. Withdrawals must meet state statute reasoning.

4.3. Pricing for Alternates must be held for a period of TEN (10) MONTHS after the scheduled closing time for receipt of the same.

4.4. Negligence on the part of the Bidder in preparing his Bid confers no right for the withdrawal of the Bid after it has been opened.

5. QUALIFICATION OF BIDDERS

W. M. Jordan Company, Inc., 1712 Eastwood Road, Suite 200, Wilmington, NC 28403
Phone: 910-679-4551

5.1. The Subcontracts will be entered into only with responsible and Prequalified Subcontractors determined to be satisfactory to the Owner and Construction Manager, qualified by experience, in a financial position to perform the work specified, and otherwise determined to be satisfactory by the Owner and Construction Manager. Hardcopies of all Addenda can be downloaded at the following site (https://www.wmjordan.com/bid-with-us/#bid) and printed by the company of your choice and/or they may be obtained at the Subcontractor's expense by contacting Duncan Parnell at (910) 341-3005. Bid documents will be available for review at W. M. Jordan Company,

Inc. located at 1712 Eastwood Road, Suite 200, Wilmington, North Carolina 28403 during normal business hours.

5.2. Receipt of prequalification submittals from interested Subcontractors will end 10 days prior to the established bid date. All prequalification forms submitted after this date will not be considered or reviewed.

5.3. The current prequalification package for each bid package can be publically obtained at the following web site:

(https://www.wmjordan.com/bid-with-us/#bid)

All interested parties are advised that the prequalified bidders list will be finalized via the issuance of a project addendum no less than 10 days prior to bid and will be made available at the above listed internet address.

5.4. Any questions or concerns related to this Bidder's pre-qualification approval status shall be directed to the following:

Seth Speight

Email: sspeight@wmjordan.com

Phone: 910-679-4551

6. BIDDING DOCUMENTS

6.1. Website:

(https://www.wmjordan.com/bid-with-us/#bid)

The website may be updated daily or multiple times during any given day, so viewers are urged use the link regularly to keep track of any updates uploaded.

6.2. Hardcopies:

Hardcopies of all Bid Documents can be downloaded at the following site (https://www.wmjordan.com/bid-with-us/#bid) and printed by the company of your choice and/or they may obtained at the Subcontractor's expense by contacting Copycat Print Shop 910-799-1500**.**

6.3. Bidding Documents will be available for review at the following locations:

W. M. Jordan Company, Inc., 1712 Eastwood Road, Suite 200 Wilmington, NC 28403 Phone: 910-679-4551

7. QUESTIONS, CLARIFICATIONS, AND ADDENDA

7.1. Bidders shall promptly notify the Construction Manager in writing of any error, ambiguity, or inconsistency they may discover upon examination of the Contract documents for each portion of the Project or the Site and Local Conditions. Every request for such an interpretation shall be made in writing to W. M. Jordan Company, Inc.

All questions should be emailed to the following:

Seth Speight

Email: sspeight@wmjordan.com

Phone: 910-679-4551

7.2. All modifications, clarifications and interpretations of the documents will be made by addendum. Verbal interpretations or clarifications made to any bidder as to the meaning of the contract documents or any party thereof are non-binding until issued in writing.

7.3. All requests for clarification or interpretation must be in writing and must be received by the Construction Manger no later than ten (10) days prior to bid in order to issue clarifications to all bidders via addendum. Any and all questions received after this cutoff time will not be considered.

7.4. The anticipated final written addenda to the bidding documents will be available to all pre-qualified bidders by the close of business seven (7) days prior to the established bid date.

7.5. All pre-qualified bidders will be notified of the issuance of written Addenda to the bidding documents via an email notification. Pre-qualified bidders will be able to obtain addenda by accessing the (https://www.wmjordan.com/bid-with-us/#bid) as indicated in Section 6 above.

7.6. Bidders are solely responsible for obtaining bid Addenda as noted above. All such addenda shall be listed on the Bid Form in the space provided and will become part of the contract documents in order for a bid to be considered responsive.

8. POST-BID INFORMATION / EVALUATION

8.1. The lowest responsive bidder shall be prepared to attend a conference at such time and location as set by the Construction Manager to discuss its bid and post-bid submissions. In addition, the Bidder shall provide at this conference any information requested by the Construction Manager prior to and during the conference.

8.2. Subcontractor is responsible to bring the following items to post bid interviews or as noted below: Forms Provided by W. M. Jordan Company Inc., Hub affidavits C and D - Must be submitted within 72 hours after bid.

Forms Provided by the Subcontractor:

a. Company Organization Chart with Names and Contact Numbers
b. Name of Project Manager and Field Supervisor(s)
c. Insurance Compliant to Exhibit "G" of Subcontract Agreement
d. Material Supplier and Lower Tier Subcontractor Listing
e. Company Safety Policy
f. Jobsite Specific Safety Plan
g. Jobsite Specific QA/QC Plan

8.3. In determining the lowest responsive, responsible bidder, the CM & Owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2 (c), the past performance of the bidder on construction contracts for the State of North Carolina with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with Designer and Owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2 (c) may constitute a basis for disqualification of the bid.

8.4. The CM & Owner reserve the right to accept Alternatives in any order or combination and to determine which bid is the lowest responsive and responsible bid on the basis of the base bid, the Alternates accepted, and the factors set forth in Section 2.

8.5. The CM & Owner reserves the right to waive any informality or irregularity in bids when such waiver is in the Owner's interest.

8.6. At the request of the CM @ Risk and before any contract is awarded, the bidder may be requested to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the work, together with samples. Such samples maybe subjected to the tests provided for in the contract documents to determine their quality and fitness for the work.

8.7. At the request of the CM @ Risk and before any contract is awarded, the bidder may be requested to furnish a complete breakdown of the lump sum bid items to the satisfaction of the CM & Owner. The lump sum breakdown shall be in such detail as the CM & Owner my reasonably require.

8.8. By submitting a bid, the Bidder has acknowledged that Bidder reviewed the subcontract agreement proposed for use on this Project and takes NO EXCEPTIONS to any/all its proposed contract language. The successful Bidder will execute the subcontract agreement in its current form without modification. No previous terms and conditions will apply to this Project.

8.9. Should the CM & Owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and their bid security shall be returned to them.

8.10. Meeting Minutes of above stated Post-Bid subcontractor conference will be agreed upon and included as part of subcontractor's contract.

9. BONDS

9.1. All bonds shall be issued by a Surety holding a current valid Certificate of Authority issued by the United State Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

9.2. Bid Bonds: Each Proposal valued at $500,000 or more shall be accompanied by a cash deposit or certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five (5%) percent of the bid proposal -OR- bidder may offer a bid bond of five (5%) percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the Construction Manager as liquidated damages in event of failure of the successful bidder to execute the contract within seven (7) days after receiving per Article 10.1 or to give satisfactory surety as required by law. Bid Bond/certified check shall name W. M. Jordan Company, Inc. as PAYEE. Bidder agrees to hold bid price for one hundred twenty (90) days after the date of bid opening or longer if outlined in contract documents as a Bid Alternate, as part of the bid bond. The bid bond form is located under Tab 2 "Required Bid Forms" of the Project Bid Manual.

9.3. Payment and Performance Bonds: The successful Bidder may be required to provide and pay for a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Amount. Bonds must be written on W. M. Jordan Company, Inc. (Item 22 of the Subcontract Agreement). This is a requirement for all contracts over $500,000. The cost for Payment and Performance Bonds is NOT to be included in your Lump Sum Bid total, but will be broken out on the Bid Form.

10. FAILURE TO EXECUTE AN AGREEMENT

10.1. If a Bidder's proposal is deemed to be the lowest responsive bid, the Bidder agrees to meet with the Construction Manager to determine the bidder's acceptability per Section & Owner reserve the right to issue subcontracts to a selected bidder at any time up to NINETY (90) DAYS after the receipt of bids.

10.2. The bidder must sign and return the Agreement within SEVEN (7) DAYS of receiving it. In addition to any other rights which the Construction Manger may have, failure on the part of a bidder to execute the Contract within the specified time or to furnish any required bonds or insurance certificates shall, if the Construction Manger so elects, be considered as refusal on the part of the selected bidder to enter into the Agreement. Upon such refusal, the Construction Manager

will be released from every obligation of any nature whatsoever to the Bidder and at the their option the CM & Owner may award the contract to the next qualified bidder, with the initially selected bidder's bid guaranty being retained as provided by law.

11. SUBSTITUTIONS/APPROVED EQUAL MATERIAL OR EQUIPMENT

11.1. Bidder shall complete the Bid Form completely, based on full compliance with the bidding documents issued to Bidders by the Construction Manager.

11.2. In accordance with the provisions of G.S. 133-3, any material, product, or equipment substitutions proposed by the bidders to those specified in the bid documents can only be considered during the bidding phase until ten (10) days prior to the receipt of bids. Bidders shall submit substitution requests to the Construction Manager for review and forwarding to the Designer. All substitution requests shall be submitted with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as a potential change order. All substitution requests shall be submitted in accordance with Specification Section 01 25 00 Substitution Procedures.

11.3. If the Construction Manager and Designer approve a proposed substitution, the Construction Manager will set forth the substitution in an Addendum to all bidders of record. Substitutions shall not be considered acceptable unless notification is issued via Addendum.

11.4. After receipt of bids and execution of Subcontract, consideration of substitutions will be at the discretion of the Construction Manager, Owner, and Architect should the substitution be deemed superior in quality and benefiting the Project, and/or benefit the schedule, and/or result in cost savings while being equal in quality, and/or assist the Owner in future maintenance or warranty issues, and/or correct design or constructability concern(s). Other substitutions will not be considered.

12. SALES TAXES ON MATERIAL, SUPPLIES AND EQUIPMENT

12.1. Bidder shall include North Carolina State, federal, local, and other applicable taxes including, but not limited to, sales, use, for all material, supplies and equipment included in the Work.

13. TIME FOR COMPLETION

13.1. If a Bidder's Proposal is accepted resulting in the Award of a Contract, the CM Work shall be completed in accordance with the Schedule issued as a part of the W. M. Jordan Company, Inc. Bidding and Contract Requirements.

13.2. Bidders shall include in their price all overtime, worker delays, material fabrication delays, material shortages, delivery delays, weather delays (based on the Owner-CM Contract Agreement average for temperature, quantity of days, and accumulations), classes, etc. and all other factors necessary to adhere to this schedule.

13.3. The project schedule is located under Tab 4 "Project Schedule" of the Project Bid Manual.

14. SITE LOGISTICS

14.1. Work shall be completed in accordance with the Site Logistics issued as a part of W. M. Jordan Company, Inc., Bidding and Contract Requirements, found under Tab 6 "Site Logistics" of the Project Bid Manual.

14.2. Bidders shall include in their price all delivery restrictions, multiple partial deliveries, offsite storage, off-site parking, accessibility constraints, maintaining current vehicular and pedestrian traffic patterns, onsite coordination, necessary coordination with other trades, working in and around occupied buildings, and all other factors necessary to adhere to this schedule.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1. Each Bidder shall include in its bid such measures as are necessary to comply with Federal, State, and Local Equal Employment Opportunity requirements which are applicable under this contract.

16. HUB and LOCAL PARTICIPATION REQUIREMENTS

16.1. The State of North Carolina goals for participation by HUB firms as trade Contractors is ten percent (10%) of the construction cost of the Project; however, the goal on this project has been set at TWENTY-FIVE percent (20%) of the construction cost of the Project. For specific requirements of the HUB contracting provisions relative to this project, refer to Exhibit P "MWBE Plan" located under Tab 2 "Standard Subcontract and Exhibits" of the Project Bid Manual. All required HUB certifications must accompany a bidder's proposal; failure to do so will be grounds for rejection of a proposal.

16.2. No HUB 1st tier Subcontractor OR a 2nd tier HUB Subcontractor identified on Affidavit C or D of a 1st tier Subcontractor shall be replaced on this project without adherence to Senate Bill 914, section 3.1, 143-128.2 Minority Participation Goals. The HUB Manager shall be in attendance with W. M. Jordan Company, Inc. (and our 1st tier Subcontractor if situation is with a 2nd tier Subcontractor) and the HUB Subcontractor in question to address all concerns.

17. SCHEDULE FOR LIQUIDATED DAMAGES

17.1. Liquidated Damages Values

$1000 per day after Substantial Completion Date (July 15, 2021)

$500 per day after Final Completion Date (August 15, 2021)

Liquidated damages will be assessed per calendar day after the Beneficial Occupancy Date as defined per the Project Schedule included in the project Bid Manual. Beneficial Occupancy shall be defined as an area being able to be use d for the purpose for which it was intended and as described in Article 1 of the General Conditions of the contract.

18. General

18.1. All references in the Contract Documents to work being provided by the "General Contractor", "Contractor", "Construction Manager at Risk", "Construction Manager", or any other similar language, shall inferably be provided by the applicable trade Subcontractor(s) as designated by the Bid Package Description(s).

18.2. The term “provide” means to furnish and install, including all labor, materials, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items to perform the work.

18.3. The term “include” means to furnish and install, including all labor, materials, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items to perform the work.

18.4. The term "furnish" means to supply materials, including delivery, taxes, and applicable bonds. Coordinate all deliveries with the receiving Subcontractor.

18.5. The term "install" means to receive, inventory, sort, store, distribute, and install, including all labor, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items necessary for the installation of the work.

18.6. The term “maintain” means to assume all responsibility for, to maintain structural integrity of, and to keep in proper working order for the duration of the Project, or until no longer required as directed by W. M. Jordan, Inc.

18.7. Addenda: Formal changes or clarifications issued by the Owner or Owner’s representative to all identified bidders during the bidding period. When modifications are not included in the original bid documents, the issuance of addenda is a process by which bidders can be updated on design changes and clarifications. If such changes or modifications were made after the contract award, these items of work have to be addressed as changes.

18.8. Alternates: Ideally, on a lump sum contract the low bidder will be determined as the party submitting the lowest bid. The determination and selection of the lowest bidder are made more complex when the Project includes alternates. Alternates can be viewed as modifications to the base bid. They may consist of changes in the structure of a project, changes in the quality of the material to be furnished, the inclusion of additional items of work, the deletion of specified work items, and so on.

18.9. Base Bid: Refers to the Total Lump Sum price for all the work outlined in the scope of work, and specified in the contract documents.

18.10. Bid Bond: Issued to give assurances that the Subcontractor will enter into a binding construction contract and will provide the required payment and performance bonds if the contract is awarded to him/her. If the Subcontractor fails to do this (sign the contract and furnish the required bonds), the bond stipulates that a responsible party (the surety) will pay the damages.

18.11. Bid Form: The bid documents usually include a bid form on which the bids are to be submitted. There are very compelling reasons to use a specified bid form for all bidders. This form will facilitate analysis and comparison of the bids so that irregularities can be detected quickly. For Subcontractors it ensures accuracy in providing the necessary information and prevents the possibility of having omissions in the bids.

18.12. Payment Bonds: Gives protection to the Owner if the Subcontractors and suppliers are not paid by the prime Contractor. Payment bonds prevent liens. Basically, the Subcontractors are paid by the surety if the Contractor fails to pay them.

18.13. Performance Bonds: Assures that a financially responsible party will stand behind the prime Contractor if he or she does not perform properly. These bonds usually state a specified dollar amount as a limit to the liability of the surety.

18.14. Unit Prices: Unit Prices are used when the Project is fairly well defined but the actual quantities may be difficult or impossible to estimate the accuracy until after construction has started. Thus, the unit price is utilized as a means to establish the payment to be made to the Subcontractor based on precise measurements of in-place field quantities.

Thank you for your interest in this project and good luck on bid day.

W. M. Jordan Company, Inc. looks forward to the possibility of doing business with your company.