

PROJECT: **Mobile Airport Authority
Building 14G, East
Mobile, AL**

January 4, 2017

Avenue C – Brookley Field

TYPE OF BID

REQUIRED: ***LUMP SUM / FIXED PRICE / BUDGET***

You are invited to submit your quotation for furnishing all supervision, labor, materials (excluding sales taxes), tools, equipment, insurance, professional and nonprofessional services and for all other acts and supplying all other things necessary to complete the following:

Perform all work in accordance with the referenced Contract Documents.

1. GENERAL:

- A. To receive full consideration, all bids must be executed and submitted in strict accordance with these "Instructions to Bidders."
- B. Any Value Engineering proposal shall be separated from the base bid and provided on a separate attachment, clearly identified.
- C. Bidder shall provide, on a separate attachment, his proposed form of Agreement between General Contractor and the Owner – i.e. the Contract for Construction.
- D. Bidder shall provide, on a separate attachment, any qualifications upon which their proposal is based.
- E. Bidder shall submit with the bid proposal a bid breakdown in accordance with the "Bid Breakdown" attachment.
- F. Bid Security will not be required.
- G. Bid "Allowances" are listed as required.
- H. Bids shall remain open for 60 days from the date of the bid opening.

2. DEFINITIONS:

- A. Any reference to a time period involving number of days, shall be understood to mean "Calendar days" unless otherwise indicated.
- B. **Bidding Documents** include this Invitation to Bid and Supplementary Instructions to Bidders, the Bid Form, "Bid Breakdown" and the Contract Documents.
- C. **Contract Documents** shall include the form of Agreement between Owner and Contractor, Equipment Specifications, the Drawings, and any other documents as may be enumerated at the discretion of the Owner.

3. BID & CONTRACT DOCUMENTS:

- A. Contract Documents are available as directed by the Owner. Additional copies of the Contract Documents can be obtained at the request and expense of the General Contractor.
- B. The preparation of a bid shall be by and at the expense of the Bidder. All bid documents (except those purchased separately by the Contractor), are the property of the Owner and shall be returned by the unsuccessful bidders promptly following the bid date.

4. BIDDER'S PRESENTATION:

- A. Each bidder, by submitting his bid, represents all of the following:
 - 1. That he has thoroughly examined all of the Contract Documents and is aware that his work may be shown on any one or more of the sheets comprising the set of drawings and that the bid proposal shall include all work shown as well as specifically called for or reasonably implied as necessary to execute and complete his contract;

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2. He has made a complete examination of the site of the project and familiarized himself with all of the conditions under which he is obliged to operate in the performance of the contract;
 3. His bid is based upon all materials and equipment described in the drawings; and
 4. He is familiar with all federal, state and local regulations having jurisdiction over the construction of the project and these rules and regulations shall apply to the contract throughout and shall form a part of the contract for construction as if rewritten here in full.
 5. If awarded the contract, he will comply in every respect with the Contract Documents and with all applicable laws including, but not necessarily limited to, the Occupational Safety and Health Act.
5. INTERPRETATION OF CONTRACT DOCUMENTS:
- A. In the event a bidder should discover discrepancies or note omissions in the plans, he shall notify the Architect who will transmit instructions or clarification to all bidders in the form of an addendum, and shall include work as described therein as if part of the original plans. ***In the event of a discrepancy or conflict in the contract documents not clarified in an addendum, it is understood by all parties that the proposal has been submitted utilizing the more expensive method or material.***
 - B. All questions during the bid process must be directed to the Owner, or the Owner's Architect. Request for interpretation or clarification received less than one (1) day prior to day for receipt of bids will not be acknowledged.
 - C. Bid "Allowances" shall be submitted as stipulated. Prices listed as an "allowance" will be accepted as final. The General Contractor is responsible to provide accurate pricing and the final submitted bid should reflect the necessary research to complete.
6. BIDDER'S FORM OF PROPOSAL:
- A. All bids shall be neatly presented on photocopies of the "Bid Breakdown" as presented under separate cover. All blank spaces on the bid form must be completed including any blanks for unit cost items and alternative proposals, if applicable. No bid for less than all of the work will be considered. The bid numbers shall be legibly typed or hand lettered. Submit one copy of the bid form completely filled in and signed and retain one copy for your file.
 - B. No other proposal form will be accepted. Do not type this "Bid Breakdown" on your firm's letterhead. Do not re-type the form. Fill in the photocopy.
 - C. Do not alter wording of the proposal form.
 - D. This "Bid Breakdown" is included within the listing of the Contract Documents.
 - E. If a corporation, the proposal shall be signed by an officer of the corporation, or if a sole owner not incorporated then the Proposal shall be signed by the sole owner, or if a partnership the Proposal shall be signed by a partner. An officer of a corporation shall be considered to be the President, a Vice President, the Secretary, the Treasurer or Comptroller.
 - F. The Bidder, in submitting his bid, acknowledges that all work to be performed by or on behalf of the bidder will be completed in a timely manner.
7. DISCRETIONARY DELETIONS AND SUBSTITUTIONS:
- A. The Owner reserves the right to discern an alternative use, type, or material – or an increase or decrease in the scope of the project – if deemed necessary prior to execution of the contract for construction. Any such changes will be enumerated by the Owner and the contract sum will be modified accordingly.
 - B. No substitutions will be considered unless written request has been submitted to the Owner for approval at least 2 days prior to the date for receipt of bids. Such request shall include a complete description of the proposed substitution, the name of the material or equipment for which it is to be substituted, and such other data or information necessary for a complete evaluation thereof by the Owner.

8. INSURANCE:

- A. Bidders must submit a copy of their Certificate of Insurance identifying limits of coverage for Auto, Liability and Workman's Compensation for Owner review.

9. BIDDING PROCEDURES:

- A. To be considered, bid must be received (by fax or hand delivery only) at the Owner's designated fax number or address no later than **2:00 p.m. on January 27, 2017**. Bids must be sent via fax, mail, courier, etc.
- B. Bids may not be modified after submittal, but may be withdrawn and resubmitted at any time before bid opening. No bid may be modified, withdrawn or canceled after the bid opening unless award is delayed beyond sixty days from the time designated for the receipt of bids in this Invitation to Bid and Supplementary Instructions to Bidders.
- C. The Bidder acknowledges the right of the Owner to reject any or all bids, in whole or in part, and to waive any informality or irregularity therein. The bidder further acknowledges the right of the Owner to reject a bid if the bidder fails to submit the data required by the bidding documents or if the bid is in any way incomplete or irregular.
- D. A mandatory pre-bid project walk-through to occur at **10:00 A.M. at the project site on January 12th**.
- E. Any and all Request for additional Information (RFI's) to be submitted, in writing via email, on or before **January 19th**. Submit RFI's to:
Russell Stallings: Russell@mobairport.com
- F. Owner expressly reserves the right to select General Contractor and negotiate final construction contract and/or project delivery method. Selection will be made utilizing some, although not necessarily all, of the following criteria:
 - * Budgeted Cost
 - * General Conditions Percentage
 - * Overhead & Markup Percentage
 - * Bonding Capability
 - * Proposed Construction Timeframe
 - * Overall Response to RFP

10. EXECUTION OF THE CONSTRUCTION CONTRACT:

- A. Following selection of a bidder by the Owner, the Owner shall complete the form of agreement and shall submit the same to the selected bidder for execution. The selected bidder agrees to execute the Agreement within ten (10) days of notification by Owner that the Agreement is ready for execution. Notwithstanding any delays in the execution of the Agreement, the selected bidder shall, if so instructed by the Owner, commence the work promptly following receipt of a notice to proceed from the Owner or on such other date as may be stipulated in the notice to proceed.

Signature by General Contractor – *Acknowledging Receipt and Understanding of Supplementary Instructions.*

DATE