

AIA[®] Document A701[™] - 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

« High School Chiller Replacement »
1105 N. Grant St., West Lafayette, IN 47906
« <https://wl.k12.in.us/> »
« <https://indianagps.doe.in.gov/Summary/Corporation/319> will have school data »

THE OWNER:

(Name, legal status, address, and other information)

« West Lafayette Community School Corporation » « »
« 3061 Benton St,
West Lafayette, IN 47906 »
« <https://www.wl.k12.in.us> »

THE ARCHITECT:

(Name, legal status, address, and other information)

« Creative Engineering Solutions
» « <https://www.creativeng.net/> »

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, as amended, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Owner or any Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents. No Change Order and/or claims for extra or additional compensation will be granted which are the result of any Bidder's failure to examine the conditions which exist at the Project site nor for conditions of difficulties which arise in the execution of the Work which may have been avoided by such prior examination;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The purpose and intent of the Bidding Documents is to achieve a fully completed Project. Each Bidder shall be responsible for including costs, fees, and expenses necessary to provide labor and materials for the portion of the Work bid upon and shall include all incidentals whether or not specifically called for in the Bidding Documents.

§ 2.3 No Change Orders and/or claims for extra or additional compensation shall be granted which are the result of an error or oversight on the Bidder's part or the failure to thoroughly examine and/or become familiar with the Bidding Documents.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Also available at <https://www.wl.k12.in.us/services/business-office>

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.2.1 If a sub-bidder desires full or partial sets of Bidding Documents in excess of those quantities obtainable for a deposit as listed in the Advertisement or Invitation to Bid, or if a Bidder desires full or partial sets in excess of those obtainable for a deposit (as listed in the Advertisement or Invitation to Bid), they may be purchased at cost. These charges are not refundable.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall consult applicable permit standards, certification standards, accrediting standards, and building standards, and any other laws, rules, or regulations governing the Work to be provided and use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the lack of familiarity with standards, laws, rules, or regulations governing the Work or use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Owner and any Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder by email and shall be received by the Owner and any Architect at least ten days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.2.1 The email to contact the Architect is:

cwilson@creativeng.net

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 Bidders are instructed to inform the Owner and Architect if the Bidding Documents call for materials, equipment or methods, which adversely affect quality of the project, or are unavailable.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Owner and any Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as those established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner and any Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Owner and any Architect approve a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 Owner will consider substitution requests received from Bidders only. Substitution requests received from an entity (sub-bidder, vendor, supplier, manufacturer) other than a Bidder will not be considered. Substitution requests shall be submitted on form provided in Bidding Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« Addenda will be posted at <https://www.wl.k12.in.us/services/business-office>

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, when possible or a longer period designated by Owner.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.5 Only written Addendum items issued by Owner shall be considered legally binding. Verbal or other written interpretations, made as a courtesy, are not legally or contractually binding.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. Bids shall be submitted in duplicate.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium. It is the Bidder's responsibility to include in its bid all costs necessary for a complete and finished product as it relates to his contract category(ies). Bids on partial or incomplete contract category(ies) will be considered non-responsive and will be rejected. By submitting a bid, the Bidder confirms it can complete the work in the duration scheduled, according to the plans & specifications, and in accordance with the Owner's construction schedule.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

A bond or a certified check is required to be filed with each Bid by a Bidder in the amount determined and specified by the Owner in the notice to bidders. A bond or a certified check is required to be filed with each Bid by a Bidder in the amount determined and specified by the Owner in the notice to bidders. The amount of the bond or certified check will be 1% of the contract price. The bond or certified check shall be made payable to the Owner. All checks of unsuccessful Bidders shall be returned to them by the Owner upon selection of successful bidders. Checks of successful bidders shall be held until delivery of the performance bond, as provided in Ind. Code § 36-1-12.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning «sixty (60)» days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« Bids must be delivered to: Anna Roth, West Lafayette Community School Corporation, 3061 Benton St, West Lafayette, IN 47906 and copy via email to rotha@wl.k12.in.us

Proposals must include SBOA Form 96 (<https://forms.in.gov/Download.aspx?id=6422>) and the Bid proposal form shall be accompanied by the following documents:

1. Bid Security
2. AIA form A305, Contractor's Qualification Statement
3. Non-Collusion Affidavit
4. Most Recent Financial Statement
5. Written Drug Testing Plan per Ind. Code § 36-1-12
6. Certificate of Existence/Good Standing from IN Secretary of State and proof of pre-qualification with IN Public Works Certification Board (<https://www.in.gov/idoa/state-property-and-facilities/public-works/certification-board/>)
7. Certification of ability to commence work within sixty (60) days from award of contract and finish work by substantial completion date

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the advertisement or invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Owner and any Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Owner and any Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows: *(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

«as required under Indiana law and Ind. Code 36-1-12»

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders. Notwithstanding any other law, Bids may be opened after the time designated when Owner makes a written determination it is in the best interest of the Owner to delay the opening. The day, time, and place of the rescheduled opening will then be announced at the day, time, and place of the originally scheduled opening.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.2.1 The failure of a Bidder to meet all requirements in the Bidding Documents, submit the requested information with the Bid, and/or to comply with requirements imposed under Indiana law may be grounds for rejection of the Bid.

§ 5.2.2 The Owner also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or to complete Work of a similar nature on time, who is not in a position to perform the Work of the Contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, suppliers, material fabricators and/or employees. Bidders must also be responsive and responsible as outlined under Ind. Code § 36-1-12-4.

§ 5.2.3 The Owner reserves the right to reject each and every bid, to reject all Bids in a given category, to waive formalities and informalities in bidding, to accept and reject alternatives, regardless of their order or sequence.

§ 5.2.4 The right is reserved to reject a bid where an investigation of the available evidence of information does not satisfy the Owner that the Bidder is responsible, responsive, or qualified to complete the Work or properly carry out the terms of the Contract Documents.

§ 5.2.5 Bona fide Bids in a definite stated amount for a complete Contract Category without special clauses governing price of labor and material increases, shall be the only ones that will be considered. No contract shall be entered into carrying what is commonly known as an "Escalator Clause".

§ 5.2.6 Bids which contain qualifications or conditions contrary to the text or intent of the Contract Documents, do not comply with applicable public works and public contract laws, and which are inserted in the Bid for the purpose of limiting or otherwise qualifying the responsibility of the Bidder, outside of the text or intent of the Contract Documents, will be subject to disqualification and/or considered nonresponsive.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.3 Each Bidder is encouraged to attend the pre-bid meeting if scheduled in the Advertisement or Invitation to Bid, failure to attend the pre-bid tour or meeting as scheduled by the Owner may result in the Bidder's Bid being considered non-responsive.

§ 5.3.4 The failure of the contractor awarded a Contract to execute the Contract and to supply the required bonds when the agreement is presented for signature, or within such extended period as the Owner may grant, based upon reasons determined adequate by the Owner, shall constitute a default; and the Owner may either award the Contract to the next lowest responsible and responsive bidder or re-advertise for Bids. In the event of a default, the Owner shall have the right to declare the amount of the Bid security forfeited.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Each Bidder shall submit with the Bid a copy of Indiana State Board of Accounts Form 96 (<https://forms.in.gov/Download.aspx?id=6422>), Contractor's Bid for Public Work, properly completed and signed. The Owner will have the right to take such other steps as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner requested documentation for this purpose.

§ 6.3 Submittals

§ 6.3.1 The apparent lowest three (3) Bidders shall submit the following to the Owner and any Architect as indicated in plans and specifications:

- .1 a designation of the Work to be performed with the Bidder's own forces;

- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of people or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 Performance Bond and Labor, Material Payment Bond, and Certificate of Insurance shall be turned in to the Owner as required under Ind. Code 36-1-12.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of any Architect and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Owner and any Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder as required under Ind. Code § 36-1-12.

§ 7.1.2 The cost of the Bidder's performance and payment bonds shall be included in the Bid.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

«Bonds shall be in the type and amount outlined under and as required in Ind. Code 36-1-12»

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner prior to or at the time of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond for 100% of the Contract amount and shall be procured and maintained according to Indiana law and the Contract Documents.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 modified AIA Document A104 or A101, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

.2 modified AIA Document, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 modified AIA Document A104 or if A101, then A201, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

«see attached plans & specifications»

ARTICLE 9 SUPPLEMENTARY INSTRUCTIONS

§ 9.1 TAX EXEMPTION

§ 9.1.1 The Owner is exempt from most state and local taxes and many federal taxes. The Owner will not be responsible for any taxes levied on the Contractor as a result of the Contract.

§ 9.2 ASSIGNMENT OF CONTRACTS

§ 9.2.1 The Contractor agrees to accept assignment of the mechanical, electrical, equipment, and other contractors from the Owner. Assignment of the Contract is for the purpose of placing full coordination, scheduling and responsibility of all phases of construction under the Contractor to expedite completion of the Work.

§ 9.3 CRIMINAL HISTORY CHECK

§ 9.3.1 Background check requirements must comply with Indiana law and Owner's published policies for its employees.

§ 9.4 OTHER

§ 9.4.1 Contractor and all Subcontractors are responsible to comply with Indiana Code as it pertains to public works projects and Indiana political subdivisions.

§ 9.42 Wage rates shall not apply to this Project. All Bidders and Sub-Contractors must agree to and shall comply with the provisions of Indiana Code, public work statutes, and public contract statutes as applicable to the Work.

§ 9.43 The Bidder must agree to warrant and guarantee all materials and equipment incorporated in the Work shall be new unless otherwise specified, and all Work will be of the highest quality, free from faults and defects, and in strict conformance with the Contract Documents for a period of two (2) years from the date of substantial completion. Any work not so conforming to the Contract Documents may be considered defective. If required by the Owner, the Bidder must agree to furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties and guarantees outlined in this document and elsewhere in the Contract Documents shall be in addition to and not in limitation of any other warranty or guarantee or remedy called for the Contract Documents, allowed by the manufacturer, or otherwise prescribed by law. The Bidder, together with any Architect and representatives from the Owner, shall review the Work nine (9) months after the date of substantial completion to determine any work not in compliance with the Contract Documents. The Bidder must agree to correct such non-complying work prior to the expiration of the two (2) year warranty.

§ 9.44 The Bidder must certify before entering into a contract with Owner neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into a contract with Owner by any federal agency or by any department, agency or political subdivision within the United States.

§ 9.45 The Bidder must agree it shall execute its responsibilities by following and applying at all times the highest professional, construction, industry, and technical guidelines and standards. If the Owner becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on the project, the Owner may request in writing the replacement of any or all such individuals, and the Bidder shall grant such request.

§ 9.46 The Bidder shall implement the employee drug testing program submitted as part of its Bid. The Bidder must also covenant and agree to make a good faith effort to provide and maintain a tobacco, alcohol, and drug-free workplace and conduct adequate criminal background checks on any personnel present on Owner's property.

§ 9.47 The Bidder must warrant the Bidder and its subcontractors, will obtain and maintain all required easements, right of ways, consents, permissions, permits, licenses, registrations, and approvals, and shall comply with all labor, employment, EEOC, E-verify, construction, insurance, unemployment, workers compensation, health, safety, and environmental statutes, rules, or regulations in the performance of work activities.

§ 9.48 The Bidder must swear and affirm under the penalties of perjury it does not knowingly employ an unauthorized alien and complies with Ind. Code § 22-5-1.7

§ 9.49 When the Owner makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Contract, Bidder understands the Contract shall be canceled at Owner's option.

§ 9.50 The Bidder must agree to indemnify, defend, and hold harmless the Owner, its governing body, agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Bidder and/or its subcontractors, in the performance of this Contract. The Owner shall not provide such indemnification to the Bidder.

§ 9.51 The Bidder must agree to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in the Contract Documents will be incorporated by reference. The Bidder must certify neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments, returns, or reports to the State of Indiana. Each Bidder must warrant it and personnel on Owner property will have no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity. Further, no Bidder nor any other member, employee, representative, agent or officer of the Bidder, may directly or indirectly, enter into or be offered any sum of money or other consideration for the execution of the Contract other than that which appears upon the face hereof.

