

# BIDDING REQUIREMENTS

## FIXED SUM PROJECT (U.S.)

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# INVITATION TO BID (U.S.)

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**1. GENERAL CONTRACTORS INVITED TO BID THE PROJECT:**

See Bid Invitation and Information Form

**2. PROJECT:**

Morgan UT Seminary Building

**3. LOCATION:**

185 East 100 North; Morgan, Utah 84050

**4. OWNER:**

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole  
c/o  
Utah North Project Management Office  
435 North Wall Avenue, Suite D  
Ogden, Utah 84404

**5. CONSULTANT:**

FFKR Architects  
730 Pacific Avenue  
Salt Lake City, Utah 84104

**6. DESCRIPTION OF PROJECT:**

- A. Demolition of existing building and replacement with new single-story Seminary Building, accommodating three classrooms, office space, breakroom, and other Work indicated in the Contract Documents
- B. Products or systems may be provided through relationships the Owner has negotiated with suppliers as indicated in the Specifications.

**7. TYPE OF BID:** Bids will be on a lump-sum basis. Segregated bids will not be accepted.

**8. TIME OF SUBSTANTIAL COMPLETION:** The time limit for substantial completion of this work will be 270 calendar days and will be as noted in the Agreement.

**9. BID OPENING:** Bids will be received by Owners preferred method at (time and date at place) to be announced. Bids will be publicly opened at (time and date at place) to be announced.

**10. BIDDING DOCUMENTS:**

- A. Bidding Documents may be examined at the following plan room locations:

- 1)
- 2)
- 3)
- 4)

- B. Bidding Documents may be obtained from the Architect.
  - C. Bidding Documents may be obtained from Owner's electronic bidding tool.
11. **BID BOND:** If required, bid security in the amount of 5 percent (5%) of the bid will accompany each bid in accordance with the Instruction to Bidders.
  12. **BIDDER'S QUALIFICATIONS:** Bidding by the General Contractors will be by invitation only.
  13. **OWNER'S RIGHT TO REJECT BIDS:** The Owner reserves the right to reject any or all bids and to waive any irregularity therein.

END OF DOCUMENT

# INSTRUCTIONS TO BIDDERS (U.S.)

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## 1. DEFINITIONS:

- A. The definitions set forth in Section 1 of the General Conditions are applicable to the documents included under Bidding Requirements.
- B. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The proposed Contract Documents consist of the documents identified as Contract Documents in the Form of Agreement, except for Modifications. The Bidding Requirements are those documents identified as such in the proposed Project Manual.
- C. Addenda are written, or graphic documents issued by the Architect prior to execution of the Contract which modify or interpret the Bidding Documents. They become part of the Contract Documents as noted in the Form of Agreement upon execution of the Contract.

## 2. BIDDER'S REPRESENTATIONS:

- A. By submitting a bid, the bidder represents that
  - 1) Bidder has carefully studied and compared the Bidding Documents with each other. Bidder understands the Bidding Documents and the bid is fully in accordance with the requirements of those documents,
  - 2) Bidder has thoroughly examined the site and any building located thereon, has become familiar with local conditions which might directly or indirectly affect the contract work, and has correlated its personal observations with the requirements of the proposed Contract Documents, and
  - 3) Bid is based on the materials, equipment, and systems required by the Bidding Documents without exception.

## 3. BIDDING DOCUMENTS:

- A. Copies
  - 1) Bidding Documents may be obtained as set forth in the Invitation to Bid.
  - 2) Partial sets of Bidding Documents will not be issued.
  - 3) Bidders will use complete sets of Bidding Documents in preparing bids and make certain that those submitting sub-bids to them have access to all portions of the documents that pertain to the work covered by sub-bid, including General Conditions, Supplementary Conditions, and Division 01. Bidder assumes full responsibility for errors or misinterpretations resulting from use of partial sets of Bidding Documents by itself or any sub-bidder.
- B. Interpretation or Correction of Bidding Documents
  - 1) Bidders will request interpretation or correction of any apparent errors, discrepancies, and omissions in the Bidding Documents.
  - 2) Corrections or changes to Bidding Documents will be made by written addenda.
- C. Substitutions and Equal Products
  - 1) Generally speaking, substitutions for specified products and systems, as defined in the Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Document requirements.
  - 2) The terms '*Acceptable Manufacturers*', '*Approved Manufacturers*', '*Suppliers*', '*Installers*' and '*VMR (Value Managed Relationship) Manufacturers / Suppliers / Installers*' are used throughout the Project Manual to differentiate among the options available to Contractor regarding specified products, manufacturers, and suppliers. See Section 016000 for options available regarding acceptance of equal products.
  - 3) Base bid only on materials, equipment, systems, suppliers or performance qualities specified in the Bidding Documents.

- 4) Architect is only authorized to consider requests for approval of equal products to replace specified products in Sections where the heading 'Acceptable Manufacturers' is used and statement, 'Equal as approved by Architect before bidding. See Section 016000' or 'Equal as approved by Architect before installation. See Section 016000,' appears. In Sections where the afore-mentioned statements do not appear and a different heading is used, Architect is authorized as Owner's representative to decline consideration of requests for approval of equal products. Approvals of equal products in such Sections must be made by Owner and will generally be for subsequent Projects.
- D. Addenda - Addenda will be sent to bidders and to locations where Bidding Documents are on file no later than 2 business days prior to bid opening.

#### **4. BIDDING PROCEDURES:**

- A. Form and Style of Bids
- 1) Use Owner's online bidding tool.
  - 2) Fill in all blanks on online bidding tool. Signatures will be executed by representative of bidder duly authorized to make contracts.
  - 3) Bids will bear no information other than that requested on bid form. Do not delete from or add to the information requested on the bid form.
- B. Bid Security
- 1) If required, each bid will be accompanied by a bid bond naming Owner, as listed in the Agreement, as obligee. If Bidder refuses to enter into a Contract or fails to provide bonds and insurance required by the General Conditions, amount of bid security will be forfeited to Owner as liquidated damages, not as a penalty.
  - 2) Bid bond will be issued by a surety company meeting requirements of the General Conditions for surety companies providing bonds and will be submitted on AIA Document A310, Bid Bond or AIA authorized equivalent provided by surety company. The attorney-in-fact who executes the bond on behalf of the surety will affix to the bond a certified and current copy of the power of attorney.
  - 3) Owner may retain bid security of bidders to whom an award is being considered until -
    - a. Contract has been executed and bonds have been furnished,
    - b. Specified time has elapsed so bids may be withdrawn, or
    - c. All bids have been rejected.
- C. Submission of Bids
- 1) Follow the instructions in the Owner's bidding tool when submitting your bid.
  - 2) It is bidder's sole responsibility to see that its bid is received at specified time.
  - 3) No oral, facsimile transmitted, telegraphic, or telephonic bids, modifications, or cancellations will be considered.
- D. Modification or Withdrawal of Bid
- 1) Bidder guarantees there will be no revisions or withdrawal of bid amount for 45 days after bid opening.
  - 2) Prior to bid opening, bidders may withdraw bid from Owner's bidding tool.

#### **5. CONSIDERATION OF BIDS:**

- A. Opening of Bids - See Invitation to Bid.
- B. Rejection of Bids - Owner reserves right to reject any or all bids and to waive any irregularity therein.
- C. Acceptance of Bid
- 1) No bidder will consider itself under contract after opening and reading of bids until Agreement between Owner and Contractor is fully executed.
  - 2) Bidder's past performance, organization, subcontractor selection, equipment, and ability to perform and complete its contract in manner and within time specified,

together with amount of bid, will be elements considered in award of contract.

**6. POST-BID INFORMATION:**

- A. The conditionally accepted bidder submitting a bid involving subcontractors will submit its list of proposed subcontractors within 24 hours after bid opening.

**7. PERFORMANCE BOND AND PAYMENT BOND:**

- A. Bond Requirements - Performance Bond and Labor and Material Payment bond may be required for this Project as specified in the General Conditions.
- B. Time of Delivery of Bonds - Bonds will be delivered to Owner with Agreement signed by bidder.

**8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

- A. Agreement form will be "Agreement Between Owner and Contractor for a Fixed Sum (U.S.)", "General Conditions Fixed Sum (U.S.)" and "Supplementary Conditions Fixed Sum (U.S.)".

**9. MISCELLANEOUS:**

- A. Pre-Bid Conference
  - 1) A pre-bid conference will be held at a time and place to be announced.
- B. Liquidated Damages - Conditions governing liquidated damages are specified in the General Conditions and in the Supplementary Conditions.
- C. Examination Schedule for Existing Building and Site
  - 1)
- D. Exemption from local taxes - See Supplementary Conditions

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# INFORMATION AVAILABLE TO BIDDERS (U.S.)

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## 1. GEOTECHNICAL DATA

### A. Geotechnical Report -

- 1) Owner has secured the services of a geotechnical engineer to aid in design of the Project. Following conditions apply -
  - a) A geotechnical report has been prepared by GSH Geotechnical, referred to as the Geotechnical Engineer.
  - b) A copy of this report will be issued to each invited Contractor.
  - c) This report was obtained solely for use in design by Consultant and is not a part of the Contract Documents. It is not intended that Contractor rely on geotechnical engineer's report.
  - d) Reports are provided for Contractor's information but are not a warranty of subsurface conditions.
- 2) Prior to bidding, Contractor may make his own subsurface investigations to satisfy himself with site and subsurface conditions.

## 2. ASBESTOS-CONTAINING MATERIAL (ACM)

- A. The building upon which work is being performed has been examined for asbestos-containing material. The following have been identified as containing asbestos in the areas of the building being worked on as part of this Project:
  - 1) Caulking at exterior windows and tar around roof penetrations and at perimeter of roof. These will need to be abated.
- B. Refer to Section 02 4116 "Structure Demolition", Article 1.8 - C "Hazardous Materials" for requirements to be followed.

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## SUBCONTRACTORS AND MAJOR MATERIALS SUPPLIERS LIST

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

Stake: \_\_\_\_\_ Project No: \_\_\_\_\_

General Contractor: \_\_\_\_\_

General Contractor is to provide the names of the following subcontractors and suppliers to the Owner's Project Manager immediately following the bid opening:

### VMR SUBCONTRACTORS

Roofing \_\_\_\_\_

Doors, Frames & Hardware \_\_\_\_\_

Storefronts \_\_\_\_\_

Wood Flooring \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

### SUBCONTRACTORS AND SUPPLIERS

Grading / Site work \_\_\_\_\_

Site Utilities \_\_\_\_\_

Demolition \_\_\_\_\_

Paving \_\_\_\_\_

Termite Control \_\_\_\_\_

Site Concrete \_\_\_\_\_

Fencing \_\_\_\_\_

Irrigation System \_\_\_\_\_

Landscaping \_\_\_\_\_

Building Concrete \_\_\_\_\_

Masonry \_\_\_\_\_

Structural Steel \_\_\_\_\_

Framing \_\_\_\_\_

Trusses \_\_\_\_\_

Insulation \_\_\_\_\_

EIFS \_\_\_\_\_

Soffit / Fascia \_\_\_\_\_

Steeple \_\_\_\_\_

Millwork \_\_\_\_\_

Drywall \_\_\_\_\_

Ceramic Tile \_\_\_\_\_

Acoustical Tile \_\_\_\_\_

Painting \_\_\_\_\_

Wall Coverings \_\_\_\_\_

Elevators / Lifts \_\_\_\_\_

Draperies \_\_\_\_\_

Fire Sprinklers \_\_\_\_\_

Plumbing \_\_\_\_\_

HVAC \_\_\_\_\_

Electrical \_\_\_\_\_

Controls \_\_\_\_\_

Sound / Satellite \_\_\_\_\_

# EQUAL PRODUCT APPROVAL REQUEST FORM (U.S.)

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Project Name: \_\_\_\_\_ Request Number: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

BID DATE: \_\_\_\_\_

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A proposed product is not legally approved and cannot legally be included in a bid or used in the Work until it appears in an Addendum or other Contract Modification as defined in the General Conditions. See Instructions To Bidders Paragraph 3.C, General Conditions, and Section 016000.

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## PROPOSED EQUAL PRODUCT:

Specification Section: \_\_\_\_\_

Specified Products: \_\_\_\_\_

Proposed Product: \_\_\_\_\_

The Undersigned certifies:

1. Proposed equal product has been fully investigated and determined to be equal or superior in all respects to specified products.
2. Same warranty will be furnished for proposed equal product as for specified products.
3. Same maintenance service and source of replacement parts, as applicable, is available.
4. Proposed equal product will have no adverse effect on other trades and will not affect or delay progress schedule.
5. Proposed equal product does not affect dimensions and functional clearances.

## ATTACHMENTS:

Include the following attachments -

1. Copy of the Project Manual Section where the proposed equal product would be specified, rewritten or red-lined to include any changes necessary to correctly specify the proposed equal product. Identify completely changes necessary to the original Project Manual Section.
2. Copies of details, elevations, cross-sections, and other elements of the Project Drawings redone as necessary to show changes necessary to accommodate proposed equal product. Identify completely the changes from the original Drawings.
3. Complete product literature and technical data, installation and maintenance instructions, test results, and other information required to show complete conformance with requirements of the Contract Documents.

**SIGNED:** \_\_\_\_\_

Printed Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**REVIEW COMMENTS:**

\_\_\_\_\_ Accepted. See Addenda Number \_\_\_\_\_.

\_\_\_\_\_ Submission not in compliance with instructions. Respond to attached comments and resubmit.

\_\_\_\_\_ Proposed equal product not acceptable. Use specified products.

\_\_\_\_\_ Not Reviewed. Submission received too late. Use specified products.

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**ADDITIONAL COMMENTS:**

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

# CONSTRUCTION MATERIAL ASBESTOS STATEMENT (U.S.)

**PROJECTS FOR:  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,  
a Utah corporation sole**

Building Name: \_\_\_\_\_

Building Plan Type: \_\_\_\_\_

Building Address: \_\_\_\_\_

Building Owner: The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Project Number: \_\_\_\_\_

Completion Date: \_\_\_\_\_

As PROJECT CONSULTANT and principal in charge; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced Project, no asbestos-containing building materials were specified in the construction documents or given approval in shop drawings or submittals.

\_\_\_\_\_  
Project Consultant and Principal in Charge (signature)      Date

\_\_\_\_\_  
Company Name

As GENERAL CONTRACTOR in charge of construction; based on my best knowledge, information, inspection, and belief; I affirm that on the above-referenced Project, no asbestos-containing building materials were used in the construction.

\_\_\_\_\_  
General Contractor (signature)      Date

\_\_\_\_\_  
Company Name

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## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A FIXED SUM (U.S.)

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner") and \_\_\_\_\_ ("Contractor") hereby enter into this *Agreement Between Owner and Contractor for a Fixed Sum (U.S.)* ("Agreement") and agree as follows:

1. **Property/Project.**

Property/Project Number:  
Property Address ("Project Site"):  
Project Type:  
Project Name ("Project"):  
Stake Name:

2. **Scope of the Work.** Contractor will furnish all labor, materials, equipment, construction, and services necessary to complete the Work in accordance with the Contract Documents.

3. **Contract Documents.**

- a. The Contract Documents consist of:
  - 1) This Agreement;
  - 2) The General Conditions for a Fixed Sum (U.S.), the Supplementary Conditions for a Fixed Sum (U.S.), and the Specifications (Divisions 01 through 49) contained in the Project Manual entitled \_\_\_\_\_, dated \_\_\_\_\_ and prepared by \_\_\_\_\_ ("Architect");
  - 3) The Drawings prepared by Architect entitled \_\_\_\_\_ sheet numbers \_\_\_\_\_, dated \_\_\_\_\_;
  - 4) Addendum No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - 5) All Modifications to the Contract Documents.
- b. The Contract Documents are incorporated into this Agreement by reference as if fully set forth herein.
- c. The definitions set forth in the General Conditions for a Fixed Sum (U.S.) will apply to the Contract Documents.
- d. The Contract Documents contain the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- e. Modifications or other amendments to the Contract Documents must be in writing and as provided in the General Conditions for a Fixed Sum (U.S.).

4. **Time of Commencement and Substantial Completion.**

- a. Contractor will commence the Work on the date for commencement set forth in the Written Notice to proceed from \_\_\_\_\_ to Contractor.
- b. Contractor will achieve Substantial Completion and have the Work ready for Owner's inspection no later than \_\_\_\_\_ (\_\_\_\_\_) days from the date of commencement set forth in the Written Notice to proceed from \_\_\_\_\_ to Contractor, as adjusted in accordance with the Contract Documents.
- c. Time is of the essence.

5. **Contract Sum.**

- a. Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the Contract Sum in the amount of \_\_\_\_\_ Dollars (\_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.
- b. Owner will make payments to Contractor in accordance with the Contract Documents.

6. **Independent Contractor Relationship.** Contractor is an independent contractor and is not the agent or employee of Owner.

7. **Assignment.** Neither party to this Agreement will assign any right or obligation hereunder without the prior written consent of the other, which consent may be granted or withheld in such party's absolute discretion. Contractor will not assign moneys due or to become due to Contractor hereunder, nor will Contractor pledge the credit of Owner or bind Owner to any third party.

8. **Notice.** The parties designate the addresses, facsimile numbers, and email addresses as set forth in the signature blocks below to be used for sending Written Notice to the other party:
9. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature.

| OWNER:  | CONTRACTOR:       |
|---|-------------------|
| The Church of Jesus Christ of Latter-day Saints,<br>a Utah corporation sole | (company)         |
| Signature:  | Signature:        |
| Print Name:   | Print Name:       |
| Title:  | Title:            |
| Address:  | Address:          |
| Telephone No:   | Telephone No:     |
| Facsimile No:   | Facsimile No:     |
| Email:  | Email:            |
| Effective Date:   | Fed. I.D. or SSN: |
|   | License No:       |
| Reviewed By:  | Date Signed:      |