

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accordance with these Instructions to Bidders.

IB.1 DEFINITION:

Bidding Documents include the Notice to Contractors, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and proposed Bidding Documents Including any Addenda Issued prior to receipt of Bids.

IB.2 BIDDING DOCUMENTS

IB.2.1 COPIES of Bidding Documents may be purchased from Thomas Reprographics, Inc. 807 East Indian School Road, Phoenix, Arizona 85014; phone (602) 264-6871; fax (602) 264-6871, between the hours of 8:00 a.m. [and 5:00 p.m., Monday through Friday. Each Prime General Bidder may purchase sets of Bidding Documents. This reproduction cost is not returnable.

IB.2.2 QUESTIONS AND INTERPRETATIONS: Submit questions about Bidding Documents to the Architect or Owner. Replies will be issued to Prime Bidders of record as Addenda to the Bidding Documents. The Architect and the Owner will not be responsible for oral clarification. At the request of any Prime Bidder, the Architect and the Owner may be contacted to answer any questions related to the Contract Documents. Unless followed up in written form, verbal authorizations or acknowledgments by anyone present shall not be binding.

IB.3 CONDITIONS OF WORK

IB.3.1 EXAMINATION. Before submitting a Proposal, Bidders shall carefully examine the Drawings, Specifications, and Related Documents, visit the site of work and fully inform themselves as to all existing-conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract. The Bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such bidder might have fully Informed himself prior to bidding.

IB.3.2 CONTRACT TIME. The Contractor shall note that the Project must be completed within a specified Contract Time from date of "Notice to Proceed." Contractor, in figuring his bid, shall anticipate required rain days for each month based on National Weather Service statistics for this area, and include them in his bid. Contractor will be given extra Contract Time only for rain days which actually cause delay in the prosecution of the work and are above and beyond statistically estimated number of rain days.

IB.3.3 STATE TAXES. The Bidder shall include all applicable State of Arizona sales, transaction privilege and use taxes in his Bid.

IB.3.4 LOCAL TAXES. The Bidder shall include all applicable local sales, transaction privilege and use taxes in this Bid

IB.3.5 PERMITS & LICENSES. The Contractor will comply with all applicable local, state, and county codes. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which is customarily secured after the execution of the Contract and which are legally required at the time the bids are received. The Contractor shall install all work in strict compliance with all requirements in force at time of execution of Contract, of all civil authorities having jurisdiction, utility companies furnishing service for installation, and other applicable authorities. Charges to the project from all utility companies shall be paid by the Contractor. The Contractor shall make all contacts, coordinate all work and provide appropriate documentation for payment of such charges. Water and sewer connection charges shall be paid by the Contractor.

IB.3.6 PROTECTION OF PROPERTY. The Contractor shall protect all his property from damage and shall protect the Owner's property from damage or loss arising in connection with this Contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Owner. The Contractor shall confine his apparatus, storage of his materials and the operations of his workmen to the limits indicated by the Owner. Any damage caused to lawns, shrubs, window glass, utility lines, buildings, etc. shall be promptly repaired or replaced at no expense to the Owner.

IB.3.7 WORKMANSHIP. The Contractor agrees that all work shall be done by skilled and experienced mechanics and shall be done in a first-class workmanlike manner.

IB.4 BIDDING PROCEDURE

IB.4.1 PREPARATION OF BIDS

1. Bids shall be submitted on unaltered bid forms furnished by the Architect.
2. Each Bid shall include the legal name of the Bidder and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A Bid of a corporation shall give the state of incorporation, and shall have the seal affixed. A Bid of a partnership shall give the names of all the partners. A Bid of sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
3. Fill in all blank spaces for bid prices in ink or typewritten words, and submit 1 copy. The Bidder must include all cost items and all Alternates shown on the Bid Form. No segregated or qualified bids will be accepted.
4. Bids shall be signed in longhand by the person or persons legally authorized to bind the Bidder to a contract.

IB.4.2 BID SECURITY

1. Provide surety bond on AIA Document A31 0 Bid Bond; Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Bid Bond shall be in the amount of 5% of the amount of the Bid, payable to the Rio Mirage Restaurant. Bid Bond shall guarantee that the Bidder will enter into a Contract to perform the Work in accordance with the Contract Documents.
2. Bid Security of the 2 lowest Bidders will be retained until a contract is signed and required bonds and insurance are filed, the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.
3. Bid Security shall be enclosed with the Bid.

IB.4.3 SUBMISSION OF BIDS

1. Bids, together with required enclosures, and documents shall be submitted in opaque, sealed envelopes bearing on the outside the Bidder's name and address and the Project name.
2. Included in the envelope shall be:
 - a. Bid Security as specified, for 5% of the Bid Amount.
 - b. A completed Bid Form.
 - c. List of Subcontractors. "
3. Bids sent by mail shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, and shall be addressed to the Owner as shown on the Bid Form.
4. Bids shall be deposited at the designated location prior to the time and date of receipt of bids indicated in the Notice to Contractors. Bids received after the time and date for receipt of bids will be returned unopened.
 - a. Bids that are telephoned, telegraphed or sent via fax will not be accepted.

IB.4.4 MODIFICATION OR WITHDRAWAL OF BID

1. A Bid may not be modified, withdrawn, or canceled by the Bidder until 45 calendar days after the time and date for receipt of Bids.
2. Bids submitted may be withdrawn prior to the time designated for receipt of Bids.
3. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids. Bid Security shall be sufficient for the Bid as modified or resubmitted.

IB.5 CONSIDERATION OF BIDS

IB.5.1 OPENING OF BIDS. Bids will be opened privately.

IB.5.2 REJECTION OF BIDS, INFORMALITIES AND IRREGULARITIES. The Owner shall have the right, to reject any or all Bids and to reject Bids not accompanied by required bid security and other attachments required by the Bidding Documents or data required by the Bidding

Documents in any way incomplete or irregular. The Owner shall have the right to waive any Informality or Irregularity In any Bid received.

IB.5.3 ACCEPTANCE OF BID

1. The Owner shall have the right to accept Alternates in any order or combination and to determine the -low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
2. A contract may be awarded to the lowest responsible Bidder at any time during the 45 calendar days immediately following the date of the bid opening.

IB.6 POST-BID INFORMATION AND SUBMITTALS

IB.6.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND covering the faithful performance of the Contract and the payment of all obligations arising there under, each in the amount of 100% of the Contract Sum shall be submitted in duplicate to the Architect, together with the executed Owner-Contractor Agreement, within 5 days after notification of award of the contract.

1. Bonds shall be executed on AIA Document A312 Performance Bond and Payment Bond. Bond amount shall be increased to include any Change Order added to the Contract to 100% total value amount of each Change Order.
2. Such bonds shall be issued by a Best "A" rated or United States Treasury listed surety company and L furnished by the Contractor to the Architect prior to commencement of any work. Such bonds shall be issued by a surety company, acceptable to the Owner and duly authorized and licensed by the Arizona Department of Insurance to do business in the State of Arizona, and shall be payable to the Rio Mirage Restaurant. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of his Power of Attorney. The format specified must be used as the format for the Performance and Payment Bonds. Individual sureties shall not be acceptable.

IB.6.2 THE FORM OF AGREEMENT FOR THE WORK will be written between Owner and Contractor where the basis of payment is a stipulated sum (AIA Document A 101, 1987 edition).

IB.6.3 LIEN WAIVERS. Lien waivers are to be submitted on the project.