

AIA[®] Document A701[®] – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Hampden Township Aquatics Center Improvements
5002 Hampden Park Dr, Mechanicsburg, PA 17050

The scope of work for this project includes, but is not limited to, renovations to the existing Bathhouse, Concessions Area, and Filtration Building, as well as improvements to the existing Main Pool, Tot Pool, and Sprayground. Work includes General, Plumbing, HVAC, Electrical, and Aquatics construction (Aquatics Contractor is a subcontractor to the GC).

THE OWNER:

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

Hampden Township
209 South Sporting Hill Rd
Mechanicsburg, PA 17050

THE ARCHITECT:

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

MKSD, LLC
1209 Hausman Road, Suite A
Allentown, PA 18104

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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, supplementary instructions to bidders, 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. The invalidity of any covenant, restriction, condition, limitation or any part or provision of the Proposed Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Proposed Contract Documents.

§ 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 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;
- .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.
- .7 the Bidder is a properly licensed Contractor according to the laws and regulations of Hampden Township, Cumberland County, and Pennsylvania and meets qualifications indicated in the Procurement and Contracting Documents.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1

(Paragraphs deleted)

Bidding documents are available at no cost via the PennBid Program (www.pennbid.net).

(Paragraph deleted)

§ 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 use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the 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 Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Bidding Prime Contractors requiring clarification or interpretation of the Bidding Documents shall

(Paragraphs deleted)

submit said inquiries via the "Clarifications" feature within PennBid no later than June 9, 2023 at 4:00 PM.

§ 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.

§ 3.3 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. See also the Procurement Substitution Procedures.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that 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 Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves 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.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted via PennBid to Bidders known by the issuing office to have received complete Bidding Documents.
(Paragraphs deleted)

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

§ 3.4.3 Addenda will be issued no later than one day prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 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.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted electronically via the PennBid Program (www.pennbid.net), and shall include complete Bid Forms, as well as uploading of all required supporting documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 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.

§ 4.1.9 The Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

§ 4.1.10 Bids shall include sales and use taxes, unless specifically exempted. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by the Owner for the sole benefit of the Owner.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

Ten percent (10%). Either certified check or Form included in bidding documents.

§ 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.

§ 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 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

(Paragraphs deleted)

Bids, inclusive of bid security, and all documents required to be submitted with bids, shall be submitted electronically via the PennBid program on June 19, 2023 at 2:00 PM prevailing time.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be submitted to the office of the Architect within 48 hours after the opening of the bids on PennBid. 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 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 Bids may be modified or withdrawn within PennBid at any time prior to the due date and time listed in the Advertisement for Bids.

§ 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 Architect of such error within two days of the bid opening, 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 Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security shall be forfeited to and retained by the Township.

§ 4.5 Break-Out Pricing Bid Supplement

Provide detailed cost breakdowns (schedule of values) no later than two business days following Architect's request.

§ 4.6 Subcontractors, Suppliers, and Manufacturers List Bid Supplement

Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Contractor shall not change subcontractors, suppliers, or manufacturers from those submitted without the approval of the Architect and Owner.

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 through PennBid. A summary of the Bids will be made available to Bidders through PennBid.

§ 5.2 Rejection of Bids

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

§ 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.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Unless stated otherwise in the Bidding Documents, Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs deleted)

§ 6.2 (Omitted).

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .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 persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and 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 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. 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 in accordance with law.

§ 7.1.2 The cost of the bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 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.

(Paragraphs deleted)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten days following issuance of the Notice of Intent to Award.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or before 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 EXECUTION OF THE CONTRACT

§ 8.1 Subsequent to the Notice of Award, and within 10 calendar days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to the Owner through the Architect, in such number of counterparts as the Owner may require.

§ 8.2 Owner may deem as a default the failure of the Awardee to execute the Contract and/or to supply the required bonds within the period of time allowed.

§ 8.3 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.

ARTICLE 9 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

.2 AIA Document

(Paragraphs deleted)

A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

.3

.4

(Paragraphs deleted)

Drawings (Refer to "00 0950 List of Drawings")

.5 Specifications (Refer to the "Table of Contents")

.6 Addenda:

Number

Date

Pages

.7 Other Exhibits:

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

(Paragraphs deleted)

(Table deleted)

☐ Supplementary and other Conditions of the Contract:

.8 Other documents listed below:

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

Additions and Deletions Report for AIA® Document A701® – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:31:32 ET on 05/17/2023.

PAGE 1

Hampden Township Aquatics Center Improvements
5002 Hampden Park Dr, Mechanicsburg, PA 17050

The scope of work for this project includes, but is not limited to, renovations to the existing Bathhouse, Concessions Area, and Filtration Building, as well as improvements to the existing Main Pool, Tot Pool, and Sprayground. Work includes General, Plumbing, HVAC, Electrical, and Aquatics construction (Aquatics Contractor is a subcontractor to the GC).

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Hampden Township
209 South Sporting Hill Rd
Mechanicsburg, PA 17050

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MKSD, LLC
1209 Hausman Road, Suite A
Allentown, PA 18104

PAGE 2

§ 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, supplementary instructions to bidders, 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. The invalidity of any covenant, restriction, condition, limitation or any part or provision of the Proposed Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Proposed Contract Documents.

...

.7 the Bidder is a properly licensed Contractor according to the laws and regulations of Hampden Township, Cumberland County, and Pennsylvania and meets qualifications indicated in the Procurement and Contracting Documents.

...

§ 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.)

Bidding documents are available at no cost via the PennBid Program (www.pennbid.net).

§ 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.

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§ 3.2.2 ~~Requests for Bidding Prime Contractors requiring clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven 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.)~~

submit said inquiries via the "Clarifications" feature within PennBid no later than June 9, 2023 at 4:00 PM.

...

§ 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. See also the Procurement Substitution Procedures.

PAGE 4

§ 3.4.1 Addenda will be transmitted via PennBid 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.)~~

...

§ 3.4.3 Addenda will be issued no later than ~~four days~~ one day prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

...

§ 4.1.1 Bids shall be submitted ~~on the forms included with or identified in the Bidding Documents~~ electronically via the PennBid Program (www.pennbid.net), and shall include complete Bid Forms, as well as uploading of all required supporting documents.

...

§ 4.1.9 The Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

§ 4.1.10 Bids shall include sales and use taxes, unless specifically exempted. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by the Owner for the sole benefit of the Owner.

...

~~(Insert the form and amount of bid security.)~~

Ten percent (10%). Either certified check or Form included in bidding documents.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, 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.~~

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§ 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 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

...

§ 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, inclusive of bid security, and all documents required to be submitted with bids, shall be submitted electronically via the PennBid program on June 19, 2023 at 2:00 PM prevailing time.

§ 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, submitted to the office of the Architect within 48 hours after the opening of the bids on PennBid.~~ 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.

...

§ 4.4.1 ~~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.~~ Bids may be modified or withdrawn within PennBid at any time prior to the due date and time listed in the Advertisement for Bids.

...

§ 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 Architect of such error within two ~~days, days of the bid opening,~~ 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 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:~~ shall be forfeited to and retained by the Township.

§ 4.5 Break-Out Pricing Bid Supplement

Provide detailed cost breakdowns (schedule of values) no later than two business days following Architect's request.

§ 4.6 Subcontractors, Suppliers, and Manufacturers List Bid Supplement

~~(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)~~ Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days

following Architect's request. Contractor shall not change subcontractors, suppliers, or manufacturers from those submitted without the approval of the Architect and Owner.

PAGE 6

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.~~ through PennBid. A summary of the Bids ~~may will~~ be made available to ~~Bidders.~~ Bidders through PennBid.

...

Unless stated otherwise in the Bidding Documents, Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

§ 6.2 (Omitted).

...

§ 6.3.3 Prior to the execution of the Contract, the 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.

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§ 7.1.1 ~~If stipulated in the Bidding Documents, the~~ The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. ~~thereunder in accordance with law.~~

§ 7.1.2 ~~If the furnishing of such bonds is stipulated in the Bidding Documents, the cost~~ The cost of the bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining 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.)

...

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ~~three days following the date 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 ten days following issuance of the Notice of Intent to Award.

...

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

...

ARTICLE 8 — ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ARTICLE 8 EXECUTION OF THE CONTRACT

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents: Subsequent to the Notice of Award, and within 10 calendar days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to the Owner through the Architect, in such number of counterparts as the Owner may require.

§ 8.2 Owner may deem as a default the failure of the Awardee to execute the Contract and/or to supply the required bonds within the period of time allowed.

§ 8.3 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.

ARTICLE 9 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

...

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

.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™ 2017, General Conditions of the Contract for Construction, unless otherwise stated below.

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

.3

.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 Drawings (Refer to "00 0950 List of Drawings")

Number

Title

Date

.6 Specifications Specifications (Refer to the "Table of Contents")

Section

Title

Date

Pages

.7 .6 Addenda:

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.8 .7 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
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...

Document	Title	Date	Pages
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~~.9~~ .8 Other documents listed below:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicholas Hewes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:31:32 ET on 05/17/2023 under Order No. 2114397647 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)