

Walgreens

SECTION 00100 - INSTRUCTIONS TO BIDDERS:

1.0 DEFINITIONS:

- A. The Project is: Walgreens
Store #13450
SWC Normandy Blvd & Fouraker Road
Jacksonville, Florida
- B. The Owner is: Rock Properties, Inc.
111 E. Fairbanks Avenue, Suite 100
Winter Park, FL 32789
- C. The Architect is: FWH Architects, Inc.
3336 Grand Boulevard
Suite 102
Holiday, Florida 34690
- D. Bidding Documents include the Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the Contract Documents including Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Owner-Contractor Agreement, the General Conditions of the Contract, Supplementary Conditions, Walgreens Criteria Specification Section 01010 "Summary of the Work," the Drawings, General Specifications and Walgreens Criteria Specifications, Addenda, issued prior to, and approved Modifications, issued after, execution of the Contract.
- E. All definitions set forth herein or in the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition are applicable to the Bidding Documents.
- F. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- G. A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- H. The Base Bid is the sum stated in the Bid Form for which the Bidder offers to perform the Work described in the Bidding Documents as the Base Bid. Work may be added or work may be deleted for the sum stated in Alternate Bids.
- I. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- J. A Bidder is the General Contractor which has been pre-selected by the Owner.
- K. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

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2.0 BIDDERS' REPRESENTATIONS

- A. Each Bidder by submitting his Bid to the Owner and Architect represents that:
1. He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 2. He has read and understands the Bidding Documents or contract documents, to the extent that such documentation related to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
 3. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
 4. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

3.0 BIDDING DOCUMENTS

- A. Copies:
1. Sub-bidders may obtain complete sets of the Bidding Documents from the Contractor.
 2. Bidding Documents may be examined at the Contractor's office.
 3. Sub-bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Document.
 4. The Owner or the Architect in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.
- B. Interpretation or Correction of Bidding Documents:
1. Sub-bidders shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect any errors, inconsistencies or ambiguities discovered.
 2. Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ten (10) days prior to the date of receipt of Bids.
 3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any

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other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

4. All questions relating to the Bidding Documents or proposed Contract Documents shall be addressed to:

FWH Architects, Inc.
3336 Grand Boulevard
Suite 102
Holiday, Florida 34690
Tel: (727) 815-3336
Fac: (727) 815-3337
Attn: Scott Kerr
Email: kerr@fwharchitects.com

C. Substitutions:

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. In many instances specific products of a certain manufacturer are specified in the Contract Documents. Should a Bidder wish to substitute a proposed "equal" in the Base Bid, he shall comply with the following paragraph 3.3.2.
2. No substitutions will be considered prior to receipt of Bids, unless a written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cut sheets, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. All substitutions are subject to Walgreens approval; see Walgreens Criteria Specifications Section 01010 - "Summary of the Work" for additional information.
3. If the Architect approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
4. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

D. Addenda:

1. Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file.

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3. No Addenda will be issued later than seven (7) days 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. Each sub-bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

E. Sub-bidders Qualification:

1. Sub-bidders for mechanical, electrical, plumbing, drywall and fire protection shall satisfy the following criteria for consideration as a sub-contractor. The Bidder shall verify that each sub-bidder meets these qualifications prior to accepting the sub-bid.
 - a. The sub-bidder must have completed five (5) or more projects within the past five (5) years which subcontract was as large or larger (monetary) than this Project.
 - b. The sub-bidder must have completed three (3) or more projects within the past seven (7) years which subcontract was as large or larger (monetary) than this project.
 - c. The sub-bidder's proposed project manager or superintendent must have experience on a minimum of two (2) projects of scope and size similar to this project.

4.0 BIDDING PROCEDURE:

A. Form and Style of Bids:

1. Bids shall be submitted on forms included with the Bidding Documents, in duplicate copy.
2. All blanks on the Bid Form shall be filled in by typewritten or manually in ink.
3. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures. In case of a discrepancy between the two, the amount written in words shall govern.
4. Any interlineations, alteration or erasure must be initialed by the signer of the Bid.
5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".
6. Where two or more Bids for designated portions of the Work have been requested, the Bidder may state his refusal to accept award of less than the combination of Bids he so stipulated.
7. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the

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corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached that certifies the agent's authority to bind the Bidder.

8. The Bidder is required to specify on the Bid Form the number of calendar days required for construction of the Project. When evaluating the Bids, the Owner will give due consideration to the time specified on the Bid as it relates to additional costs such as fees, interest cost, and potential revenue.
9. The Bidder may submit voluntary alternates with his Bid. Any voluntary alternates will not be considered when selecting Contractor, but will be reviewed after award.

B. Submission of Bids:

1. All copies of the Bid and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque 9" x 12" 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.
2. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
3. The Bidder shall assume full responsibility for timely delivery of their Bid at the location designated for receipt of Bids.
4. Oral, telephonic Bids are invalid and will not receive consideration.
5. Tele-facsimile copies of bids will be accepted prior to the date and time for the receipt of bids provided an original copy of the bid is received within twenty-four (24) hours following the time set forth in these Instructions to Bidders for the receipt of bids.
6. Sealed Bids will be received by:
Rock Properties, Inc.
111 E. Fairbanks Avenue, Suite 100
Winter Park, FL 32789

Time, day and date will be established by Rock Properties, Inc.

C. Modification or Withdrawal of Bid:

1. A Bid may not be modified, withdrawn or canceled by the sub-bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.
2. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram or tele-facsimile. If by telegram or tele-facsimile, written confirmation over the signature of the

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Bidder shall be mailed and postmarked on or before the date and time set for receipt of bids. A change shall be so worded as not to reveal the amount of the original Bid.

3. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are then fully in conformance with these Instructions to Bidders.

5.0 CONSIDERATION OF BIDS:

A. Opening of Bids:

1. The properly identified Bids received on time will be opened privately by the Owner.

B. Rejection of Bids:

1. The Owner and/or Architect shall have the right to reject any or all Bids; to reject a Bid not accompanied by the data required by the Bidding Documents; or to reject a Bid which is in anyway incomplete or irregular.

C. Acceptance of Bid (Award):

1. The Owner reserves the right to award the Contract to the Bidder, who, in Owner's sole opinion offers the most advantageous proposal including time and cost for the purpose intended. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in the Owner's judgment, is in the Owner's best interest.
2. The Owner shall have the right to accept Alternates in any order or combination.

6.0 POST BID INFORMATION:

A. Submittals:

1. The Contractor shall, within fifteen (15) days of notification of notice to proceed, submit the following information to the Architect and Owner:
 - a. A designation of the Work to be performed by the General Contractor with his own forces;
 - b. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
 - c. A list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work;
 - d. A list of proposed job site staff and home office staff directly involved with this Project. Indicate the qualifications, titles, responsibilities and duties of each person;

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- e. Certificates evidencing Public Liability and Owner's Protective Insurance in the amount specified.
 - f. An interim construction schedule for the first sixty (60) day period in a form acceptable to the Owner and Architect.
 - g. A completed Schedule of Values in a form acceptable to the Owner and Architect.
2. The Bidder will be required to establish to the satisfaction of the 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. The Bidder will be required to submit evidence of qualifications of sub-bidders under the provisions of Paragraph 3.5
3. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution, except as prohibited by the Supplementary General Condition. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder.
4. Person(s) and entities proposed by the Bidder and to whom the Owner, and the Architect have made no reasonable objection under the provisions of Sub-paragraph 6.2.3 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 the Architect.

7.0 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

A. Bond Requirements:

- 1. Prior to execution of the contract, if required by the Owner, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising hereunder in such form and amount as the Owner may prescribe. Bonds may be secured through the Bidder's usual sources. The Bidder shall insert in the Bid Form the cost of such bonds to be added if required by the Owner.
- 2. The bond requirements in this paragraph 7.1 relate only to the General Contractor bonds. The requirement for sub-contractor bonds in the Supplementary General Conditions is not optional and an allowance for the cost shall be included in the total contract sum of the bid form.
- 3. If the Owner has exercised the right to require that the Contractor's bonds be furnished subsequent to the execution of the Contract, the cost shall be adjusted as provided in the Contract Documents.

B. Time of Delivery and Form of Bonds:

- 1. The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a Letter of

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Intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds shall be furnished.

2. The bonds shall be written on forms acceptable to the Owner and Architect.
3. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

8.0 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

A. Form To Be Used:

1. The Agreement for the work will be in A.I.A. Document A101, entitled "Standard Form of Agreement Between Owner and Contractor," 1997 Edition. Original forms of the Agreement will be provided by the Owner at the time of Award. The terms of the Agreement are considered as part of the Bidding Documents upon which the Bids are to be based.

END OF SECTION 00100