

## FINAL INSTRUCTIONS TO BIDDERS

### 1.01 GENERAL

- A. Bids must be prepared in accordance with these instructions and the contract documents in order to be considered.
- B. The contact person at Mid-Missouri Legal Services (Owner) for questions regarding this bid shall be directed to:

Susan Lutton, Executive Director  
1201 West Broadway, Columbia MO 65203  
(573) 442-0116 X210  
[lutton@mmls.org](mailto:lutton@mmls.org)

### 1.02 PREPARATION

- A. Submit bids on the Proposal Form furnished.
- B. All blank spaces on the Proposal Form shall be filled in by computer, typewriter or ink by the Bidder. Where both written numbers (words) and numerical figures are given, the written numbers (words) will govern in the event of conflict. Any erasures or corrections in the Proposal Form must be initialed by the Bidder.
- C. Sign in longhand and type the name and position of the signer under each signature. If the bidder is a partnership or co-partnership, each partner must sign. If the bidder is a corporation, sign with the legal name of the corporation followed by the name of the state of incorporation, the corporation seal and the legal signature of an officer authorized to bind the corporation to a Contract.

### 1.03 EXAMINATION OF SITE AND DOCUMENTS

- A. Each Bidder by submitting his Bid represents that he has read and understands the proposed Contract Documents and reference materials and has compared them.
- B. Each Bidder, by submitting his Bid, represents that he has visited the site, familiarized himself with the local conditions, compared the Contract Documents

with any work in place, and informed himself of all conditions, difficulties and restrictions related to the execution of the work.

- C. The Owner will be available to open the 117 North Garth building to allow contractors an opportunity to view it, take additional measurements, etc. on three afternoons between 1:00 and 4:30, including: March 11, March 12 and March 17. Contractors who would like to meet the Owner at the building between 1:00 and 4:30 on those days should contact the Owner c/o Susan Lutton, by email, at [lutton@mmls.org](mailto:lutton@mmls.org) to schedule a day and time no later than 12:00 noon on the day preferred.
- D. If questions or requests for clarification arise, the Contractor must submit them to the Owner c/o Susan Lutton, by email, at [lutton@mmls.org](mailto:lutton@mmls.org) on or before March 19, 2020 at 5:00 p.m. The questions/requests, and the Architect's responses, will be posted at [www.mmls.org/contractors/](http://www.mmls.org/contractors/) on or before March 20, 2020.
- E. All dates in this Section 1.03 are subject to change at the discretion of Owner.

#### **1.04 BID BOND**

Bidders must provide a certified check or cashier's check payable to the Owner in an amount equal to five percent of the bid amount, or a 5% bid bond payable without condition to the Owner, which shall be retained as liquidated damages for the delay and extra expense caused to the Owner if the Bidder fails to execute the contract and furnish the Performance/Payment bond required by the Contract Documents.

#### **1.05 SUBMISSION OF BIDS**

- A. Original, fully completed Bids may be submitted to Mid-Missouri Legal Services Corporation (Owner), currently located at 1201 West Broadway, Columbia MO 65203, to the attention of Susan Lutton, Executive Director. Bids that are delivered to the Owner must be submitted, in duplicate, to the Owner's office no later than 5:00 P.M. on March 24, 2020. In the alternative, bids may be submitted electronically, by email, as described in Paragraph C below.
- B. For bids delivered to the MMLS office, as described in Paragraph A immediately above, the contractor shall place his bid, in duplicate, in a sealed envelope addressed to Mid-Missouri Legal Services, to the attention of Susan Lutton, Executive Director. The Bidder's name and address must appear on the outside of

the envelope. In the lower left-hand corner the following must appear: "Interior Modifications, 117 North Garth Avenue, Columbia, Missouri."

- C. Due to COVID-19 health concerns, contractors may submit their bids to the Owner electronically by emailing them to Susan Lutton at:

[lutton@mmls.org](mailto:lutton@mmls.org)

The deadline for electronic bids is the same, 5:00 P.M. on March 24, 2020. The Owner will confirm receipt by reply email. The Contractor should print and save his "sent" email reflecting the time the Contractor's email was sent, as well as the Owner's reply email confirming receipt.

#### **1.06 CONTRACT BOND**

The successful Bidder, within ten (10) days of the notice of acceptance of his Bid by the Owner, shall provide the Owner a surety bond for 100% of the Contract amount. The form of bond shall be that furnished by the Owner and the surety shall be acceptable to the Owner.

#### **1.07 RIGHTS RESERVED BY OWNER**

- A. The Owner reserves the right to reject any or all Bids, to waive any and all technicalities or irregularities in a bid, and to accept a bid which, in the judgment of the Owner, is in the best interest of the Owner. The Owner may accept a bid which is not the lowest bid and will consider the bidders' prior experience on similar projects.
- B. Bidders shall include with their bids a list of similar projects completed by them to be considered by the Owner in selecting the successful Bidder.
- C. The successful bidder must have a business license with the City of Columbia.

#### **1.08 WITHDRAWAL OF BIDS**

**Withdrawal Prior to Bid Opening:** A bidder may withdraw a Bid after submitting the Bid to the Owner, prior to the bid deadline.

**Withdrawal After Bid Opening:** The Bid shall remain valid and open for acceptance for a period of forty-five (45) days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith and the reason for the Bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid amount. Notice of a request to withdraw a Bid shall be made in writing to the Owner within two (2) business days after the Bid opening. The Owner reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid. Any Bidder may withdraw its Bid any time after the 45-day period by giving written notice to the Owner.

**Rights of Owner After Bid Withdrawal:** If a Bidder withdraws his bid, the Owner may review the remaining bids and award the Contract to another Bidder or reject all Bids and advertise for other Bids.

#### **1.09 RETAIL SALES TAX EXEMPTION**

- A. Retail sales taxes shall not be included in the bid amount. Purchases of building materials for use on this project are exempt from certain State sales taxes, and such taxes shall be omitted from the bids, unless otherwise directed by the Owner.
- B. The Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes including sales and use taxes, on such leased tools, machinery, equipment, or other property.

#### **1.10 WORK HOURS**

The City of Columbia restricts demolition, construction, altering or repairing of buildings and structures to the hours of 7:00 A.M. to 7:00 P.M. weekdays, 9:00 A.M. to 5:00 P.M. Saturdays, and no work allowed on Sundays, unless a written waiver is obtained from the City.

**1.11 NON-DISCRIMINATION**

The Contractor and Subcontractors shall not discriminate, because of race, creed, color, sex, or national origin, against any employees or applicants for employment in connection with the performance of the work, nor shall they discriminate against suppliers or vendors who provide materials for the Project.

**1.12 AGREEMENT**

A. The Contractor shall provide Certificates of Insurance evidencing coverage as stated below within twenty (20) days of the Owner’s acceptance of the successful bid. The Owner and Contractor will enter into an Owner Contract Agreement using AIA Doc. A101 – Standard Form of Agreement, or a form that is agreeable to both parties, within twenty (20) days of Owner’s acceptance of the successful bid. This Agreement will incorporate such modifications to which both parties shall reasonably agree.

**1.13 COMPLETION DATE:**

The Contractor shall complete the work prior to September 1, 2020. The contractor shall pay, or allow the Owner as liquidated damages, the sum of One Hundred Dollars (\$100.00) for each day thereafter, Sundays and holidays excepted, that the work remains incomplete.

**1.14 INSURANCE REQUIREMENTS**

A. During the course of performance of services under this Agreement and for the time periods specified below, the Contractor shall maintain standard policies of liability insurance coverage and minimum limits of liability as indicated below and in the bid proposal, for any and all persons present and/or working on the project.

**Coverage**

**Minimum Limits of Liability**

Workers’ Compensation

Per Missouri Statute

Commercial General Liability Insurance

General contractor and all subcontractors shall obtain and maintain Comprehensive Commercial General Liability Insurance on an occurrence form for both construction operation and completed operations with completed operations to remain in force for two years following project completion. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate must be maintained. All such policies shall include Mid-Missouri Legal Services Corporation as an additional insured.

Automotive Comprehensive Liability  
(incl. hired automobiles and  
Non-Ownership Liability)

1,000,000 each occurrence

Umbrella

5,000,000

Note: The Owner is providing Builders' Risk coverage.