Addendum Number: #03  Date Issued: 08.29.2016
Project: Norm Asbjornson Hall  Project Number:

Pages in Addendum: 23 Revised Sheets  Prepared By: Paul Siderius
Issued To: Montana State University  Montana State A/E
           Sam J. Des Jardins  Cody Mitchell
           DOWL  Land Design LLC
           Clint Litte  Michael Verseman
           AEI  Morrison-Maierle
           Daryl Fonslow  Kurt Keith
           ZGF
           Todd Stine, Dana Forfylow

Pre Bid Meeting: 9/8/16
Bid Date: 9/15/16 – 2pm
Addendum to Contract Documents:

General Requirements:

  Bid Package Breakdowns
  • See revisions to Civil Demo and Site Electrical

  Bid Forms
  • See revised bid forms

  Schedule
  • See revised dates

  Logistics Drawings
  • Additional demo breakdown drawings included

  Invitation To Bid
  • No Change, included

  Instructions To Bidders
  • No Change, included
### Subcontractor Requirements & Conditions

<table>
<thead>
<tr>
<th></th>
<th>Furnished as Listed by the Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Trade Contractor must review and comply with all requirements of Division 1 General Requirements.</td>
</tr>
<tr>
<td>2</td>
<td>All specification sections listed below are for reference only. All Bid Packages referenced sections contain related sections necessary to complete the work.</td>
</tr>
<tr>
<td>3</td>
<td>Other sections of the specifications may apply to each bid package for the necessary completion of the work and should be included in pricing.</td>
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<tr>
<td>4</td>
<td>All Trade Contractors will be required to comply with the Construction Manager’s safety program and it will be mandatory that all trades attend scheduled safety and progress meetings conducted on site each week.</td>
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<tr>
<td>5</td>
<td>All materials should be quoted delivered to the jobsite.</td>
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<td>6</td>
<td>Layout from Benchmarks &amp; Gridlines to complete scope.</td>
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<tr>
<td>7</td>
<td>Electronic communications.</td>
</tr>
<tr>
<td>8</td>
<td>Repair or closing of fence where damaged or opened. Cleanup of any mud tracked from project site by Subtrade’s vehicles or work.</td>
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<tr>
<td>9</td>
<td>Cost for employee parking at stadium (F) lot for all employees and associated parking regulations (subject to change without reimbursement).</td>
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<tr>
<td>10</td>
<td>Clean up from own operations to Martel provided dumpsters and sorting as required.</td>
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<td>11</td>
<td>MT Prevailing wages.</td>
</tr>
<tr>
<td>12</td>
<td>On Site Communication with Martel.</td>
</tr>
<tr>
<td>13</td>
<td>Off site storage to facilitate just in time delivery to the jobsite.</td>
</tr>
<tr>
<td>14</td>
<td>Protection of existing utilities and facilities.</td>
</tr>
<tr>
<td>15</td>
<td>No disruption to existing utilities unless scheduled with Martel 2 weeks in advance.</td>
</tr>
<tr>
<td>16</td>
<td>Protection of installed work.</td>
</tr>
<tr>
<td>17</td>
<td>Sleeves as required to complete work in addition to those shown on the drawings.</td>
</tr>
<tr>
<td>18</td>
<td>Field measurements as required to complete scope of work.</td>
</tr>
<tr>
<td>19</td>
<td>Clean up of excessive mud on the road as dictated by Martel.</td>
</tr>
<tr>
<td>20</td>
<td>Tie-off and anchors as required by Martel and OSHA, whichever is more stringent.</td>
</tr>
<tr>
<td>21</td>
<td>Meeting attendance by Superintendent or higher level employee empowered to make decisions regarding project and coordinate manpower.</td>
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<tr>
<td>22</td>
<td>Exhausting of fumes, gasses, or dust not deemed appropriate by Martel.</td>
</tr>
<tr>
<td>23</td>
<td>See Logistics drawing for site access plan.</td>
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<tr>
<td>24</td>
<td>Hoisting for Subcontractors Bid Package.</td>
</tr>
</tbody>
</table>
Please Refer to the Instructions to Bidders, Invitation to Bid, Bid Form, Plans, Specifications and Addenda

<table>
<thead>
<tr>
<th>General Requirements &amp; Conditions</th>
<th>Furnished as Listed by the GC/CM</th>
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</thead>
<tbody>
<tr>
<td>The GC/CM under the CM/AR contract will provide General Requirements &amp; Conditions of the Project.</td>
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<tr>
<td>1. Provide full time onsite Field Superintendent employed by the Construction Manager.</td>
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<td>2. Provide onsite Field Engineer as required employed by the Construction Manager.</td>
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<td>3. Conduct weekly safety meetings for all Trades.</td>
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<td>4. Provide Field office trailer fully equipped with supplies and equipment for the Construction Management Team</td>
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<td>5. Coordinate and pay for temporary toilets for the duration of the project.</td>
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<td>6. Provide temporary barricades not provided directly by other trades.</td>
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<td>7. Provide temporary railings not provided by other trades but required to maintain a safe environment</td>
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<td>8. Provide temporary fire protection extinguishers.</td>
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<td>9. Provide first aid supplies and training.</td>
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<tr>
<td>10. Provide site snow removal as required to keep all construction areas reasonably free and clear of snow and ice.</td>
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<tr>
<td>11. Provide assistance, coordination and administrative tracking of all materials delivered to the project</td>
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<td>12. Provide and maintain project control points, benchmarks, and 2 building grid lines.</td>
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<tr>
<td>13. Coordinate daily project with trade contractors for clean up to maintain a project free and clear of rubbish. Maintain an orderly and safe site.</td>
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</tr>
<tr>
<td>14. Coordinate daily site trash removal including dumpsters.</td>
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<td>15. Temporary Project Fencing as needed. Maintain &amp; Remove once project is complete.</td>
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<td>16. Final Cleaning of Project. Provide complete services</td>
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<tr>
<td>17. Coordinate collection and delivery of all O&amp;M and as built drawings to owner in a timely manner upon project completion.</td>
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</table>

**SCHEDULE A Building and Systems**

<table>
<thead>
<tr>
<th>Site Electrical Primary Demo and Install</th>
<th>All Plans &amp; Specifications - Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish and install primary site electrical pathway including ductbank</td>
<td>26 05 13.16 - MEDIUM VOLTAGE, SINGLE- AND MULTI-CONDUCTOR CABLES</td>
</tr>
<tr>
<td>Furnish and install all associated equipment including switches and transformers</td>
<td>26 05 43 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS</td>
</tr>
<tr>
<td>Furnish and install all wiring per the specification</td>
<td>26 05 43.13 - EXCAVATION AND BACKFILL</td>
</tr>
<tr>
<td>Any shutdowns will require 4 weeks notice and not last longer than 12 hours</td>
<td>26 05 43.19 - MANHOLES AND HARDWARE</td>
</tr>
<tr>
<td>Disconnect and remove light poles and associated wiring for salvage, bases to be demoed by site demo contractor</td>
<td>26 08 12 - POWER DISTRIBUTION ACCEPTANCE TESTS</td>
</tr>
<tr>
<td>Include protection for the road crossing at 7th road must remain open during the day</td>
<td>26 08 13 - POWER DISTRIBUTION ACCEPTANCE TEST TABLES</td>
</tr>
<tr>
<td>Include flowfill and asphalt patch at road crossing and parking lot work at West</td>
<td>26 09 23 - LIGHTING CONTROL SYSTEM</td>
</tr>
<tr>
<td>Perimeter lights to remain during this phase</td>
<td>26 12 19 - PAD-MOUNTED, LIQUID-FILLED, MEDIUM-VOLTAGE TRANSFORMERS</td>
</tr>
<tr>
<td>Remove old cable from existing pathway, ductbank to remain for demo by site contractor</td>
<td>26 13 23 - MEDIUM-VOLTAGE PAD-MOUNTED SWITCHGEAR</td>
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<tr>
<td>Demo work as shown on in blue on demo drawing attached, see full set for primary electric install</td>
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The Norm Asbjornson Hall is being procured as a Construction Management At Risk project with Martel Construction Inc. acting as Construction Manager. All Contracts will be between Martel Construction Inc. and the selected bidder unless otherwise noted.

<table>
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<tr>
<th>31B</th>
<th>Site Demo</th>
<th>All Plans &amp; Specifications - Complete</th>
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<tbody>
<tr>
<td></td>
<td>Furnish, install, and maintain all SWMP requirements for the duration of scope. Provide street sweeping at all areas affected or soiled by hauling operations as well as for SWPPP requirements while on Site Furnish and install all requirements per the SWMP, including but not limited to straw wattle and track pads Provide dust control for SWPPP requirements. Provide and maintain vehicle track pad as required to prevent the tracking of mud off the site Temporary power may not be on site during the work covered by this bid package. Subcontractor will provide temporary power generators as needed to complete this scope. Fence is not currently installed as shown on the contract documents. Fence will remain as shown on Logistics plan (attached) until steel erection. Building excavation to be completed with fence in current location as shown on logistics drawing Any contractor that needs to take down fence to complete their work will need to replace the fence and fabric to same condition as prior to start Demo only as highlighted in yellow on the marked up demo drawings attached, no asphalt or concrete demo unless noted on the marked up drawings attached</td>
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<td>02 41 00</td>
<td>SITE DEMOLITION</td>
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<td>31 10 00</td>
<td>SITE CLEARING</td>
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<td>31 11 00</td>
<td>TREE PROTECTION</td>
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<td>31 20 00</td>
<td>EARTH MOVING</td>
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<tr>
<td>31 25 00</td>
<td>EROSION AND SEDIMENT CONTROL</td>
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</tbody>
</table>
Bid Form

MSU Norm Asbjornson Hall
Schedule A – Site Demo
Bozeman, Montana

**BID PACKAGE (Number and Title):**
(For Subs and Suppliers submitting on more than one Bid Package, please use separate Bid Forms for each Package submitted.)

Submitted By: ____________________________________________________________

To: Martel Construction, Inc.
1203 S. Church
Bozeman, MT 59715

On Behalf of:
Montana State University

We, the undersigned Company, having carefully read the Documents for the proposed contract, including the General Conditions, Supplemental Conditions, Specifications, and Drawings and Addendums and having carefully ascertained the conditions under which the Work is to be performed represent that bidder also has adequate staffing, plant & financial capability, hereby propose and offer to enter into a Contract to perform the Work as described in accordance with the Documents, complete and ready for use by the time specified, for the price of:

**Base Bid:** Including 1% GRT
— Complete as per Bid Package named above. $ _______________________

(written) ____________________________ dollars

**Bond -** Rate as a Percentage to Supply 100% Performance and Payment Bond.

______________________________ %

Subject to such additions and deductions as may be properly made under the terms of finalizing the Contract, the prices are firm and are not subject to escalation for the entire duration of the project.

**PERIOD OF ACCEPTANCE:**
The proposer agrees that this bid shall remain open for acceptance and the price shall remain unchanged and notwithstanding any error in the Bid at the amount stated for a period of ninety (90) days from the date of closing of this Proposal.

**CONTRACT:**
The Bidder agrees that this Bid is subject to a formal AIA 401 Contract Modified being prepared and executed with the Construction Manager.

The Bidder agrees to execute the Contract within 14 days of notification of the acceptance of his bid and to provide Certificates of Insurance including Worker’s Compensation Insurance.

The Bidder shall furnish 100 % performance and Payment Bonds, if required by the Construction Manager. Cost of said bonds is listed as a bid item to the base bid above.

**ADDENDA:**

Addendum No. 1 Dated: ________________

Addendum No. 2 Dated: ________________

Addendum No. 3 Dated: ________________

Addendum No. 4 Dated: ________________

**ADDITIONAL INFORMATION MAY BE REQUESTED WITHIN 48 HOURS AFTER BID PROPOSALS ARE OPENED**

1. References of Similar Projects – Minimum of 3 Owner, Contractor and Architect
2. Milestone schedule confirming procurement, shop drawings, fabrication and delivery/lead times.
3. Staffing and Organizational Chart for this Project
4. Letter from Surety supporting ability to bond
5. Current Work Load

**SUBMITTED BY:**

Company: ____________________________________________

_________________________________________________________________

_________________________________________________________________

Name of Bidder: ________________________________

Signature of Bidder: ________________________________

Dated: ________________________________

Registration No. ________________

Phone No. ________________________________

Email ________________________________

END OF BID FORM
Bid Form

MSU Norm Asbjornson Hall
Schedule A – Primary Site Electrical
Bozeman, Montana

BID PACKAGE (Number and Title): ____________________________________________
(For Subs and Suppliers submitting on more than one Bid Package, please use separate Bid Forms for each Package submitted.)

Submitted By: ______________________________________________________________

To: Martel Construction, Inc.
   1203 S. Church
   Bozeman, MT  59715

   On Behalf of:
   Montana State University

We, the undersigned Company, having carefully read the Documents for the proposed contract, including the General Conditions, Supplemental Conditions, Specifications, and Drawings and Addendums and having carefully ascertained the conditions under which the Work is to be performed represent that bidder also has adequate staffing, plant & financial capability, hereby propose and offer to enter into a Contract to perform the Work as described in accordance with the Documents, complete and ready for use by the time specified, for the price of:

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5. Current Work Load

SUBMITTED BY:

Company: ________________________________

_______________________________________

_______________________________________

Name of Bidder: __________________________

Signature of Bidder: ________________________

Dated: __________________________

Registration No. __________

Phone No. ______________________________

Email _________________________________

END OF BID FORM
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<tbody>
<tr>
<td>174</td>
<td>NORM ASBJORNSON HALL CONSTRUCTION</td>
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<tr>
<td>176</td>
<td>Notice to Proceed - Sitework</td>
<td>Wed 6/1/16</td>
<td>Thu 5/30/19</td>
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<td>178</td>
<td>Excavation, EAP's, Site Utilities as needed</td>
<td>Fri 9/2/16</td>
<td>Thu 5/30/19</td>
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<td>179</td>
<td>Install Site Fence</td>
<td>Fri 9/2/16</td>
<td>Thu 9/8/16</td>
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<td>180</td>
<td>Install SWMP</td>
<td>Fri 10/7/16</td>
<td>Mon 10/10/16</td>
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<tr>
<td>182</td>
<td>Terminate, Remove Light Poles, Remove Feeds</td>
<td>Fri 10/7/16</td>
<td>Thu 10/13/16</td>
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<td>183</td>
<td>Remove/Relocate Buried Electrical Services</td>
<td>Fri 10/14/16</td>
<td>Thu 11/10/16</td>
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<tr>
<td>181</td>
<td>Demo Bushes At East/North and Other Landscaping/Fencing</td>
<td>Thu 10/6/16</td>
<td>Wed 10/12/16</td>
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<tr>
<td>184</td>
<td>Demo at North Gatton Per Detailed Phasing Drawing</td>
<td>Tue 10/11/16</td>
<td>Mon 10/17/16</td>
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<tr>
<td>192</td>
<td>Clear and Grub</td>
<td>Fri 10/14/16</td>
<td>Thu 10/20/16</td>
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<td>193</td>
<td>Rammed Aggregate Piers</td>
<td>Fri 10/21/16</td>
<td>Thu 11/17/16</td>
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<td>197</td>
<td>Extend New Water and Sewer Service Installed with Garage</td>
<td>Fri 11/18/16</td>
<td>Thu 12/1/16</td>
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<td>195</td>
<td>Foundation Excavation</td>
<td>Mon 11/21/16</td>
<td>Fri 4/7/17</td>
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<td>196</td>
<td>Foundation Backfill</td>
<td>Mon 1/30/17</td>
<td>Fri 6/16/17</td>
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<td>194</td>
<td>Mass Excavitation</td>
<td>Mon 4/10/17</td>
<td>Fri 5/5/17</td>
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<td>190</td>
<td>Install Underground Storm Detention</td>
<td>Mon 4/2/18</td>
<td>Fri 4/13/18</td>
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<td>188</td>
<td>Concrete Site Paving</td>
<td>Mon 4/16/18</td>
<td>Fri 5/11/18</td>
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<tr>
<td>189</td>
<td>Asphalt Prep and Paving</td>
<td>Mon 4/16/18</td>
<td>Fri 4/27/18</td>
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<tr>
<td>191</td>
<td>Install Road Signage</td>
<td>Mon 4/30/18</td>
<td>Mon 4/30/18</td>
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<tr>
<td>186</td>
<td>Demo Sidewalk To Grant and 7th</td>
<td>Mon 5/14/18</td>
<td>Mon 5/21/18</td>
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<td>187</td>
<td>Demo on North side of Grant</td>
<td>Mon 5/14/18</td>
<td>Fri 6/1/18</td>
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**Critical**
- Start-only
- Finish-only

**External Tasks**
- Manual Task
- Manual Summary

**Inactive**
- Manual Summary Rollup

**Summary**
- Progress
- Deadline
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<td>185</td>
<td>Tennis Court Demo and Patch</td>
<td>Mon 5/13/19</td>
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<td>177</td>
<td>Notice to Proceed Requirements - Building</td>
<td>Fri 12/2/16</td>
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<td>199</td>
<td>Building Construction</td>
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<td>Fri 12/9/16</td>
<td>Thu 2/1/18</td>
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<td>202</td>
<td>Structural Steel</td>
<td>Fri 5/26/17</td>
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<td>Building Shell and Roof</td>
<td>Fri 7/7/17</td>
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<td>Interior Finish</td>
<td>Fri 9/15/17</td>
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<td>204</td>
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<td>206</td>
<td>MEP Trim</td>
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<td>207</td>
<td>Building IT Installation</td>
<td>Fri 10/27/17</td>
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<td>208</td>
<td>Commissioning</td>
<td>Fri 7/6/18</td>
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<td>210</td>
<td>Move In</td>
<td>Fri 10/26/18</td>
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<td>212</td>
<td>PROJECT COMPLETE</td>
<td>Thu 1/3/19</td>
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For all emergencies dial 911. For non-emergencies call 994-2123. The University Police Department is staffed 24 hours a day and responds to all public safety emergencies as well as for University information. For University Police, located in the Hulman Building on the corner of S. 7th Ave. and Kaye Blvd.

Parking Regulations 2016-2017

All vehicles parked on campus, weekdays 8 am – 5 pm, must have a permit. Exceptions are Saturday, Sunday and staff holidays when all university offices are closed. All regulations are enforced over winter, spring and summer breaks.

Parking regulations are in effect for all property owned by Montana State University including main campus, satellite campuses, Montana State University College of Agriculture, Art, Science and Technology, Montana State University–Bozeman, Montana State University–Great Falls, Montana State University–Missoula, Montana State University–Butte, Montana State University–Dillon, Montana State University–Deer Lodge, Montana State University–Livingston, Montana State University–Polytechnic Institute and all other properties or locations where Montana State University University Police are authorized to enforce all state laws.

I. Where should I park?

A. You may park in any lot for which you have a valid permit. All parking on Montana State University (MSU) is controlled and a permit must be purchased prior to parking on campus during business hours. You may buy daily permits at the University Police. You may park long-term permits online at the police station. Visitors may also park in the lot on the south side of the stadium in any of the 30 minutes spaces located across campus.

B. In parking service and next to buildings is not allowed without permission. For short duration drop-offs, permission to park in a service drive may be secured by calling University Holidays when campus offices are closed. Violators will be ticketed and are subject to towing.

C. For more information you may call 994-1723 or you may access our FAQ page here: www.montana.edu/police/parking/services.shtml

II. General Policies

A. Registration: A permit is required to park on campus Mon – Fri, 8 am – 6 pm. No permit is required to park in R1 designated areas. This includes parking on all university controlled streets and lots. University controlled streets and lots are shown on the reverse side of this sheet and are outlined on the Montana State University campus map. Parking permits are controlled. Parking permits are purchased online at www.montana.edu/police/permits.shtml or at University Police. Annual permits are valid from Sept 1 – Aug 31.

1. Permits are required to park in 15 minute, 30 minute and 45 minutes timed parking spaces or in service drives for which parking permits have been granted. Permission to park in service drives may be obtained by calling 994-1723.

2. Faculty and staff are enforced 24 hours 7 days a week

   a. Service Drives

   b. Handicapped Spaces

   c. No Parking Zones

   d. Parking illegally for a short period of time is not considered valid grounds for an appeal.

3. All vehicles parked on campus should be in good running condition. Vehicles that are unregistered with the University Police and have accumulated three (3) or more unpaid parking citations are subject to towing. University Police will place an impound notice on the vehicle and impound the vehicle for 24 hours. Failure to take note of properly signed and marked areas are not grounds for an appeal. As a student, staff or faculty, you are responsible for all violations recorded against the vehicle. As a student, staff or faculty, you are responsible for all violations recorded against the vehicle. As a student, staff or faculty, you are responsible for all violations recorded against the vehicle. As a student, staff or faculty, you are responsible for all violations recorded against the vehicle.

4. Exceptions:

   a. Campus Police

   b. Visitors to Family & Graduate Housing

   c. Fire lanes

   d. Handicapped spaces

   e. Reserved Spaces

   f. NCAA Eligibility Requirements

   g. Mechanical Failure

   h. ADA Accessible Parking Spaces

   i. Fire lanes

   j. Handicapped spaces

   k. Reserved spaces

   l. Mechanical Failure

   m. ADA Accessible Parking Spaces

   n. Fire lanes

   o. Handicapped spaces

   p. Reserved spaces

   q. Mechanical Failure

   r. ADA Accessible Parking Spaces

   s. Fire lanes

   t. Handicapped spaces

   u. Reserved spaces

   v. Mechanical Failure

   w. ADA Accessible Parking Spaces

   x. Fire lanes

   y. Handicapped spaces

   z. Reserved spaces

   AA. Vehicles that are unregistered with the University Police and have accumulated three (3) or more unpaid parking citations are subject to towing.

   BB. University Police will place an impound notice on the vehicle and impound the vehicle for 24 hours. Failure to take note of properly signed and marked areas are not grounds for an appeal. As a student, staff or faculty, you are responsible for all violations recorded against the vehicle. As a student, staff or faculty, you are responsible for all violations recorded against the vehicle. As a student, staff or faculty, you are responsible for all violations recorded against the vehicle.

   CC. The Antelope lot

   DD. The Huffman lot

   EE. The parking area east of the stadium is available for E, F, SB and R permit holders.

   FF. Reserved Spaces

   GG. Paylot Prices

   HH. Paylot Prices

   II. Paylot Prices

   JJ. Paylot Prices

   KK. Paylot Prices

   LL. Paylot Prices

   MM. Paylot Prices

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   PP. Paylot Prices

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   RR. Paylot Prices

   SS. Paylot Prices

   TT. Paylot Prices

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  VV. Paylot Prices

   WW. Paylot Prices

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   YY. Paylot Prices

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INVITATION TO RE-BID

Separate Sealed Subcontractor bids for the construction of:

MSU Norm Asbjornson Hall

will be received until 2:00 PM on Thursday, September 15th, 2016, and will be received at the offices of Martel Construction, Inc. 1203 South Church, Bozeman, Montana 59715 for: MSU Norm Asbjornson Hall, A/E No. 2014-02-07. Bids shall be delivered by U.S Mail, or Hand Delivered to the address shown above and shall be clearly marked as follows:

Bidders Name and Address
Contractor Registration No.:
Project: MSU Norm Asbjornson Hall
Bid Date: September 15th, 2016
Bid Package: {Insert Applicable Bid Package Number(s)}
Acknowledge Addenda No.: __, __, __, __, __

Faxed or Emailed Bids will not be accepted. Bids will be opened and read aloud in the presence of the Construction Manager, Owner and Architect. Tabulated bid results will be made available as soon as possible and will be posted at the office of the Construction Manager and MSU.

A PRE-BID CONFERENCE IS SCHEDULED FOR THURSDAY September 8th, 2016 AT 2:00 PM. PARTICIPANTS SHOULD MEET AT: Martel Field Office, 7TH & GRANT, BOZEMAN, MONTANA. ATTENDANCE IS STRONGLY RECOMMENDED. Bidders should thoroughly review the contract documents before the pre-bid conference. Please park within the site to the North at the corner of 7th and Grant.

Bids shall be submitted on the form provided in Addendum # 1.

The project generally consists of, but is not necessarily limited to, the following major items:

SCHEDULE A: Site Surface Demo and Improvements; Primary Site Electrical Furnish and Install

The contract documents, consisting of (1) one volume of drawings and (1) one volume of Project Specifications Manuals and any addendums published, may be examined or obtained at the office of Martel Construction, Inc., 1203 South Church Ave., Bozeman, Montana. Required deposit is $250.00 per full set which is fully refundable provided the documents are returned in good condition and not marked up. A $35.00 Non Refundable fee is required for shipping documents. An electronic copy (CD) is available from the Construction Manager at no charge.

In addition, the Drawings and Project Manuals may also be examined at the following specific locations and select regional exchanges:

- Bozeman Builders Exchange, 1105 Reeves Rd. West, Suite 800, Bozeman, MT 59718, 406-586-7653
- Builders Exchange of Billings, 2050 Broadwater, Suite A, Billings, MT 59102, 406-652-1311
- Butte Builders Exchange, 4801 Hope Road, Butte, MT 59701, 406-782-5433
- Great Falls Builders Exchange, 325 2nd Avenue South, Great Falls, MT 59405, 406-453-2513
Contractors and any subcontractors doing work on this project will be required to obtain registration from the Montana Department of Labor and Industry. Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect Avenue, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-800-556-6694. Contractors are required to have been registered with the Department of Labor and Industry prior to bidding on this project.

The Bidder must supply all the information required by the bid documents and specifications.

Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided to the Construction Manager as noted in the specifications.

The subcontractor may be requested to provide a performance and payment bond.

The right is reserved to reject any or all Bids received, to waive irregularities, to make an award of the contract for a period of not to exceed ninety (90) days, and to accept the most responsive and responsible bid which is in the best interest of the State of Montana.

Martel Construction will make reasonable accommodations for any known disability that may interfere with an applicant’s ability to compete in the bidding and/or selection process. In order for Martel to make such accommodations, applicants must make known any needed accommodation to the individual project managers listed in the contract documents.
Instructions to Bidders

for the following PROJECT:
(Name and location or address)
Norm Asbjornson Hall - Montana State University
Corner of S. 7th Ave. and W. Grant St.

THE OWNER:
(Name, legal status and address)
Department of Administration, State of Montana
P.O. Box 200103
1520 East Sixth Avenue
Helena, MT 59620-0103

THE ARCHITECT:
(Name, legal status and address)
A & E Architects
608 N. 29th St.
Billings, MT 59101

THE CONSTRUCTION MANAGER:
(Name, legal status and address)
Martel Construction, Inc.
1203 S. Church Ave.
Bozeman, MT 59715

TABLE OF ARTICLES

1  DEFINITIONS
2  BIDDER'S REPRESENTATIONS
3  BIDDING DOCUMENTS
4  BIDDING PROCEDURES
5  CONSIDERATION OF BIDS
6  POST-BID INFORMATION
7  PERFORMANCE BOND AND PAYMENT BOND
8  FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.
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 other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, the form of agreement between the Construction Manager and the Trade Contractor, General Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 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.

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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. A Bidder is a person or entity who submits a Bid for a complete or partial Bid Package as defined in Specification Section 01005.

§ 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 as defined in the Bid Packages (Reference Specification Section 01005).

ARTICLE 2 BIDDER’S REPRESENTATIONS
§ 2.1 The Bidder by making a Bid represents that:
§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

§ 2.1.5 The Bidder agrees to follow all Federal and State Contracting Laws.

ARTICLE 3 BIDDING DOCUMENTS
§ 3.1 COPIES
§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A
Bidder or Sub-bidder receiving a Contract award may retain the Bidding Documents and the Bidder’s deposit will be refunded.

§ 3.1.2 Bidding Documents will be issued to any person or entity placing a deposit for the drawings.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS
§ 3.2.1 The Bidder 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 errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will 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.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. 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.

§ 3.3.3 If the Architect approves a 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.

§ 3.3.4 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 to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four 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.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid 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 on the forms included with the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and figures or as indicated on the bid form. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signor of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no 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 of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. 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 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.

§ 4.2 BID SECURITY
§ 4.2.1 A Bid Security is not Required.

 Paragraphs deleted

§ 4.3 SUBMISSION OF BIDS
§ 4.3.1 All copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque 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.

Bids may be submitted at the place designated and by the date and time specified by way of:
1. Mail
2. Hand Delivery

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids may be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID
§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a 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. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party 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. Fax bid modifications are allowed.
§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

(Paragraph deleted)

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 OPENING OF BIDS
At the time of Bid Opening, the properly identified Bids received on time will be publicly acknowledged receipt thereof and recorded at the time of Bid Closing. All Bids and Sub-bids will be taken under advisement. An abstract of the Bids will be made available to Bidders after the Bid Summary is submitted to the Owner for Approval and Approved.

§ 5.2 REJECTION OF BIDS
The Owner shall have the right to reject any or all Bids in the best interest of the Owner. A Bid not accompanied by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular may be subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)
§ 5.3.1 It is the intent of the Construction Manager to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Construction Manager shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Construction Manager’s judgment, is in the Owner’s own best interests.

§ 5.3.2 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 low 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
Bidders to whom award of a Contract is under consideration shall submit to the Construction Manager, upon request, a properly executed AIA Document A305, Contractor’s Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER’S FINANCIAL CAPABILITY
The Construction Manager shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner’s obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Construction Manager and Bidder.

§ 6.3 SUBMITTALS
§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Construction Manager in writing:
.1 a designation of the Work to be performed with the Bidder’s own forces;
.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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 Construction Manager, 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 Construction Manager will notify the Bidder in writing if either the Owner Construction Manager, or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner, Construction Manager, or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder’s option, (1) withdraw the Bid or (2) submit an acceptable substitute
person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner with the Construction Manager may accept the adjusted bid price or disqualify the Bidder.

§ 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 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder’s usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost 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 If the Owner or Construction Manager requires that bonds be secured from other than the Bidder’s usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Construction Manager not later than five days following the date of execution of the Contract. If the Work is to be commenced prior thereto 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.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum and per the Specifications.

§ 7.2.3 The bonds shall be dated on or after 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 thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN CONSTRUCTION MANAGER AND BIDDING CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on a Document A401, Standard Form of Agreement Between Constructor and Subcontractor

Where the Basis of Payment Is a Stipulated Sum.
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Phil Lafata, 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 08:21:57 on 09/21/2015 under Order No. 6369099217_1 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™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(project manager)

(Title)

8/1/16

(Dated)