SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1. GENERAL

A. You are hereby invited to submit a proposal for the Lump Sum Contract for furnishing all labor, materials, equipment, including cost of performance and completion bond and labor and material bonds, and for performing all operations necessary for the SLIBCO / Maximus, Inc., Tenant Fit-out at the 10 E D Preate Drive, Moosic, Pennsylvania., in accordance with the Contract Documents.

2. CONTRACT DOCUMENT

A. Bidders for the work of this Contract will receive one (1) set of drawings and one (1) set of bidding specifications in .pdf format. Additional plans may be reproduced at Contractors expense or directly from the Architects office at cost.

B. The following "Contractor Documents", as they may apply to this contract, accompany these instructions to Bidders:

(1) Invitation to Bid
(2) Instructions to Bidders
(3) Construction Contract
(4) Construction Proposal
(5) Section 00 01 15 - List of Drawings
(6) Section 01 23 00 - Alternates
(7) Section 01 61 30 - Delivery, Storage and Handling
(8) Section 01 73 29 - Cutting and Patching

3. SEALED BIDS

A. Sealed bids shall be received as outlined in the Invitation to Bid.

4. OPENING OF BIDS

A. The opening of the proposal will be a public bid opening with bids read aloud. Determination of the successful responsible lowest bidder will be a private session.

B. Bids will not accepted after specified time nor will the time for accepting bids be extended due to weather conditions, traffic or travel distance of bidder or for any other circumstances.

5. PERFORMANCE & COMPLETION BOND AND LABOR AND MATERIALS BONDS

A. A performance and completion and labor and materials bond in an amount equal to 100% of each individual contract shall be required by Owner from each Contractor as part of the Lump Sum Bid. It shall be executed in such form and with such security that is acceptable to the owner, and be placed with a company also acceptable to the owner. The premiums for these bonds are to be included in the Base Bid. The bid proposal form provides in addition a space for each bidder to fill in the premium for these bonds. The owner reserves the right to award bid to the lowest bidder

after deducting the premium cost of Performance and Completion Bond and Labor and Material Bond.

6. RESERVATION OF RIGHTS

A. The owner reserves the right to reject any or all proposals, or parts thereof, to accept other than lowest proposal, and to waive any informality in any proposal.

B. The owner further reserves the right to delay the award of the contract up to forty-five (45) calendar days after receipt of proposals with no change in the Base Bid or other conditions or prices stated in the proposals.

C. The undersigned further agrees that this Base Bid Proposal is based on the understanding that after the receipt of the Letter of Intent, he will be fully prepared to start work operations.

7. GENERAL REQUIREMENTS

A. Before submitting a proposal, each bidder shall be held to have examined these Instructions to Bidders, the Specifications, Drawings and Lump Sum Proposal, and to have visited the site of the proposed work and fully informed himself as to all conditions affecting the work of the contract.

B. After Execution of Agreement, no consideration will be given to any claim of misunderstanding of the documents or alleged unfamiliarity of site conditions affecting the work.

C. Should there be any doubt as to the exact meaning of the documents; the contractor shall bring it the attention of the Architect in order to clarify by addendum.

D. All addenda issued during the bidding period or forming a part of the documents issued for bidding shall be listed in the Form of Proposal and shall be made a part of this Contract.

8. PROPOSALS

A. Proposals receiving consideration must be made upon the forms provided thereforth with all blank spaces fully filled in; numbers stated both in figures and in writing where so provided in the Form of Proposal, signatures shall be longhand, executed Principal authorized or qualified to obligate the bidder to the extent of the proposal. Bidder's legal name shall be fully stated; if a corporation, state of incorporation, principal place of business, signed by an officer thereof in the corporate name ; if a co-partnership, by a member of the firm. Completed form shall be without interlineations, alterations or erasures.

B. Bids will not accepted after the specified time, nor will the time accepting bids be extended due to weather conditions, traffic or travel distance of Bidder or for any other circumstance.

C. All bidders are expected to become totally familiar with the Contract Documents as they pertain to the terms and conditions of the Contract. No Contract will be entered into under terms and conditions other than those contained in these Contract Documents. (AIA General Conditions, Supplementary General Conditions, Special requirements and Standard Form Contract of owner.)

D. The Owner will reject all proposals submitted on a form other than the Proposal Form included with these Contract Documents. Proposals that are qualified with terms and conditions contrary to

the Contract Documents will also be rejected. Bidders shall indicate on the Proposal Form the name and phone number of the person to be contacted for discussion of the proposal.

E. Proposals, in duplicate copies, shall be submitted enclosed in opaque sealed envelopes bearing the name of the bidder, and labeled as hereinafter specified.

F. The envelop shall be labeled as follows:

"GENERAL, HVAC, PLUMBING, FIRE PROTECTION AND ELECTRICAL CONSTRUCTION"
FOR
SLIBCO / MAXIMUS, INC. TENANT FITOUT
At
10 E D Preate Drive,
Moosic, PA 18507

G. Include with the Proposal the name and telephone number of an executive and estimator in charge, for immediate contact on date of bid opening.

9. SEPARATE CONTRACTS

A. The owner expressly reserves the right to let other contracts and to employ other contractors in connection with the work of this project. All contractors on this project shall afford other contractors reasonable opportunity for handling and storing of materials and equipment, and for execution of their work with the work of the other contractors.

10. DISCREPANCIES

A. If, during the bidding period, a bidder observes errors, discrepancies, ambiguities or omissions in, or requires clarification as to the meaning of the drawings and specifications, he shall request interpretations or corrections by the architect, who will issue a written clarification or supplementary information by addendum to all bidders.

B. All requests for clarification must be submitted to the Architect in writing (fax or email).

C. Bidders communications will not receive consideration unless they are received by the Architect prior to Friday, February 17, 2012 at 12:00 PM.

D. Neither the Owner nor the Architect will be responsible for oral explanation and instructions.

11. PROPOSAL GUARANTY – BID BOND

A. Each proposal shall be accompanied by an acceptable Form of Proposal Guaranty in the amount equal to at least ten (10%) percent of the amount of the Proposal, payable to: Scranton Lackawanna Industrial Building Company, Chamber of Commerce Building, Scranton, Pennsylvania 18503, as a guaranty that if the Proposal is accepted the Bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within ten (10) days after the award of the Contract. Bid Bond must be dated the same date as the Bid Proposal, or, the Bid Proposal will be disqualified.

12. CERTIFICATE OF OCCUPANCY

    A. The General Contractor, upon completion of the project, shall arrange and pay for any charges necessary for providing to the Owner a Certificate of Occupancy which has been signed by all the necessary governing agencies having jurisdiction.

13. PRE-BID CONFERENCE

    A. Pre-bid conference will be held on **Monday, February 13, 2012 At 11:00 AM at the project site.**

14. LIST OF APPROVED SUBCONTRACTORS AND SUPPLIES

    A. The Scranton Lackawanna Industrial Building Company (SLIBCO) is a community industrial development organization established to promote industrial development and expansion in the greater Scranton area. Attached list of suppliers and sub-contractors are considered approved.

    B. All bidders are encourage and recommended to use the sub-contractors and suppliers on the enclosed list. Contractors are allowed to use other SLIBCO approved general contractors (attached) as sub-contractors.

15. INSURANCE

    1. The Contractors shall provide completed operations insurance written so as to protect the Owner in the event of damage to the Owner's and/or any other person's property, and for bodily injury or death, in the amounts shown. This insurance shall be maintained for the duration of the guarantee period.

    2. All insurance shall be obtained from an insurance carrier or carriers satisfactory to the Owner.

    3. The Owner shall provide All Risk Builders Risk Insurance, including but not limited to fire, extended coverage, vandalism and malicious mischief. This insurance shall be in the name of the Owner, The Contractor, and the subcontractors and shall cover the work, materials, and equipment which are on the site and incorporated in the work, to the full extent of their insurable value. Before the work is started, the Owner shall furnish the Contractor a certificate of insurance or a copy of the endorsement showing evidence that the interests of all parties mentioned above are protected by the policy in a manner as the Owner and that they are not subject to subrogation by the insurance company. Any loss caused by hazards insured by this All Risk Insurance and not covered due to the application of deductibles shall be for the account of the Contractor.

    4. The Contractor is primary insurer.

    5. Insurance Schedule

        (1) The Contractor shall maintain the following insurance covering both the interest of the owner as well as the Contractor in the amounts not less than those specified below.

        (2) Workmen's Compensation and Employer's Liability in accordance with the applicable law. Contractor shall require all subcontractors to similarly provide the same coverage.

        (3) The Owner and Architect shall be named as "additional insured".

	Type of Insurance		Minimum Limits
A.	Workmen's Compensation and Employer's Liability		
1.1 1.2	Workmen's Compensation Employer's Liability	Statutory	$100,000 each person
B.	Comprehensive General Liability		
2.1	Contractor's Public Liability This contract to delete the XCU exclusion so as to provide complete blasting and excavation coverage.	Bodily Injury Property Damage	$1,000,000 each person $1,000,000 each person $1,000,000 each person $1,000,000 aggregate for this project
2.2	Contractor's Protective (Contingent) Liability	Bodily Injury Property Damage	$1,000,000 each project $1,000,000 each occurrence $1,000,000 each occurrence $1,000,000 aggregate to this project
2.3	Contractural Liability-Residual Coverage (to insure the assumed liability under 1 above, excluding coverage for liability of the indemnity for which Owner's Protective Insurance is afforded.	Bodily Injury Property Damage	$1,000,000 each person $1,000,000 each occurrence $1,000,000 each occurrence $1,000,000 aggregate for this project
C.	Comprehensive Automobile Liability including owner, non-Owned, and hired vehicles.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
3.1 3.2	Owner's Protective (Contingent) Liability	Bodily Injury Property Damage	$1,000,000 each person $1,000,000 each occurrence $1,000,000 each occurrence

The certificates of insurance for Contractual Liability, Residual Coverage Insurance as required under Contractual Liability above shall include the following statement: "Includes Contractual Liability coverage pursuant to the Contractor's obligations under Article 4.18 of the General Conditions of the Contract for Construction."

16. HAZARDOUS WASTES

Hazardous and/or toxic substances prohibited from site. Contractor shall not generate, use, store, dispose, maintain or otherwise locate on the site any materials, liquids or substances which are designed or considered "hazardous substances" or "hazardous wastes or by-products" or toxic substances under the "Resource Conservation and Recovery Act" (RCRA) 42 U.S.C.S. 6901, et seq., Clean Water Act (33 U.S.C.S 1252, et seq., Safe Drinking Water Act (42 U.S.C. 300F, et seq.) Refuse Act of 1899 (33 U.S.C.S. 407, 411) Toxic Substance Control Act 15 U.S.C.S 2601, Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C.S. 9601, et seq.) Solid Waste Management Act (35 P.S.S 6018, et seq.), The Clean Streams Law (35 P.S. S 691.1, et seq.) and any other federal, state and local laws and regulations now or hereafter adopted.

Breach of this requirement by the Contractor shall be considered a willful and intentional act of the Contractor and entitle the Owner to forfeit any amounts of money due for work performed or in process or to be done. In addition, Contractor shall be liable to the Owner, U.S. Government, Commonwealth of Pennsylvania, any local governmental unit for all costs or removal and clean up. In the event of a spill or discharge, of any such designated hazardous or toxic material, liquid or substance, contractor shall pay to owner and any lien holders or prospective lien holders who have committed to pay for all or portion of the project costs, t he loss of value of the land (Project Site) and improvements as determined in the sole discretion of the Owner, due to any spill or discharge of hazardous material, liquid or substance. Furthermore, Contractor shall pay for all costs of clean-up adjacent land and any diminution of value of adjacent lands and any damages for pollution of ground water or mine water as a result of the spill or discharge of hazardous or toxic material, liquid or substance.

Contractor does and will pay and protect, indemnify and save harmless Owner from and against any and all liabilities , loses, damages, penalties, fines, costs, expenses (Including all reasonable attorney's fees and expenses of the Owner), causes of action, suits, claims, demands or judgments of any nature whatsoever, arising from

Any injury to an/or death of any person and/or any damage to Owner's property and/or adjacent property and/or ground water sources and/or mine water and/or costs of clean-up.

In any manner growing out of or connected with the use, generation, disposing, storing or maintaining of hazardous or toxic materials, liquids or substances on the Owner's property. Contractor upon written notice shall immediately pay to Owner any sums of money which the Owner in Owner's sole discretion deems sufficient to pay for any of the aforesaid recited items.

17. JOB CONFERENCE

The Contractor shall schedule and conduct a weekly job conference with the Owner and Architect/Engineer to manage the progress of the work, coordination of work and progress of the completion. Contractor shall issue copy of the minutes of all job conferences to attendees, Owner and Architect / Engineer.

18. Owner reserves the right to reject any proposed sub-contractor of a bidder.

19. ANTI – DISCRIMINATION CLAUSE

A. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demption or transfer; recruitment, or recruitment advertising

layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices setting fourth the provisions of this nondiscrimination clause.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

C. Contractor will include the provisions of paragraph (a) through (c) of this section in every contract, and will require the inclusion of these provisions in every subcontract entered into by and of its contractors or subcontractor, as the case may be.

20. INDEMNIFICATION BY CONTRACTOR

The Contractor expressly agrees that inasmuch as SLIBCO has made available it services and organization to the lessee without compensation as a public service in furtherance of the purposes set forth in the preamble to this agreement that Contractor agrees to protect, exonerate, defend, indemnify and save harmless SLIBCO.

A. From any and all costs of liabilities, claims or demands whatsoever legal or otherwise, that may have arisen out of, or result from acts of commission or omission of the Contractor or his sub-contractors or materialmen, their agents, servants, or employees, directly or indirectly out of the performance of this agreement or contracts executed pursuant thereto or arising out of acts of omission or commission by any person whatsoever.

B. From any and all cost or liabilities, claims and demands whatsoever legal or otherwise, which may arise or have arisen out of SLIBCO'S ownership of the premises, and from any and all loss, damage, costs, expense or liability based on personal injury or death or loss or damage to property suffered or incurred by any person, firm, or corporation (including the parties hereto) and arising out of or attributable to the construction, presence, condition, use and operation of the premises, Contractor agrees that it will not join SLIBCO as a third party defendant in any legal action alleging costs or liabilities due to the aforesaid which may be instituted by any party against Contractor. SLIBCO shall give prompt notice to Contractor of any claim asserted against SLIBCO (in whatever capacity named) which, if sustained, may result in liability on Contractor hereunder; provided, however, that the failure on the part of SLIBCO to give notice shall not relieve Contractor from its obligation to protect, exonerate, defend and indemnify and save SLIBCO harmless as aforesaid, and in case any action or proceeding be brought against SLIBCO by reason of any such claim, Contractor, upon notice from SLIBCO, covenants and agrees to resist or defend such action or proceeding by counsel satisfactory to SLIBCO, provided, however, SLIBCO will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by Contractor, and at the expense of Contractor.

21. SLIBCO/ CONTRACTOR AGREEMENT

Attached is the standard contract agreement between SLIBCO and the Contractor.