

# AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## Instructions to Bidders

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

**THE OWNER:**  
(Name, ~~legal status~~, address, and other information)

Case Western Reserve University  
10900 Euclid Avenue  
Cleveland, Ohio 44106-7228

**THE ARCHITECT:**  
(Name, ~~legal status~~, address, and other information)

[Revised October 2019]

### 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 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612<sup>™</sup>-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, ~~Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms.~~ Project Information Sheet (Division 00030), Instructions to Bidders (Division 00100), the Bid Document (Division 00200), and any other bidding and contract forms. In the event of any conflict between the provisions of any of the Bidding Requirements, the provisions in the document first to appear in the foregoing list of Bidding Requirements shall control. If a conflict is discovered, the Owner should be notified in writing. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2007, as modified by the Owner, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

§ 1.10 Minority Business Enterprise, Women's Business Enterprise, Small Business Enterprise and Local Workforce:

§ 1.10.1 Minority Business Enterprise (MBE):

Minority Business Enterprise: a business (1) that is at least 51 percent owned by one or more minorities, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; (2) whose management and daily business operations are controlled by one or more minorities; and (3) includes male and female business owners who are African American, Hispanic American, Native American, Native Alaskan, Asian Pacific American, Subcontinent Asian American (Asian Indian), and members of other groups designated by the Small Business Administration (SBA).

§ 1.10.2 Women's Business Enterprise (WBE):

Women's Business Enterprise: a business (1) that is at least 51 percent owned by one of more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

§ 1.10.3 Small Business Enterprise (SBE):

Small Business Enterprise: refers to size as determined by gross dollar revenue or number of employees as determined by North American Industry Classification System (NAICS) Codes.

**§ 1.10.4 Local (Cuyahoga County) Workforce:**

The local on-site workforce are the workers who maintain residency within the boundaries of Cuyahoga County, Ohio.

**§ 1.11 Case Western Reserve University acting in good faith may rely on representations by vendors regarding their status.**

**ARTICLE 2 BIDDER'S REPRESENTATIONS**

**§ 2.1** By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents; Documents and the Bidder accepts all of the terms and conditions of the Bidding Requirements;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

**§ 2.1.1** The Bidder acknowledges that the Owner and the Architect do not assume responsibility for the accuracy or completeness of information or data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. The Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

**§ 2.1.2** The Bidder agrees that no work shall begin until issuance of a Notice to Proceed by the Owner.

**§ 2.1.3** The Bidder agrees to plan and perform the work in a manner to effect the minimum interference with other Contractors working in the area, and the Bidder shall not interfere with operation of the Owner's facilities.

**§ 2.1.4** The Bidder further agrees that it will exercise its best efforts to avoid and minimize labor disputes (including jurisdictional disputes) and disruptions on the Owner's premises.

**§ 2.1.5** The Bidder acknowledges that if the Owner desires to, and will accept beneficial occupancy of the facility prior to the stated completion date if it is considered to be substantially complete by the Architect and the Contractor, will allow the Owner to take occupancy of the facility.

**§ 2.1.6** The Bidder acknowledges it is the policy of the Owner, Case Western Reserve University, not to discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, national or ethnic origin, political affiliation, or status as a disabled veteran, veteran of the Vietnam era or other veteran status and to take action to ensure that applicants and employees are treated fairly. The Owner will comply with all applicable federal, state, and local laws, ordinances, orders, and rulings governing equal employment opportunity. The Owner expects that all Contractors and subcontractors will comply with this nondiscrimination policy and all applicable laws and ordinances.

**§ 2.1.7** The Bidder shall endeavor to maintain a working environment free from sexual harassment and harassment based on race, religion, age, sex, color, disability, sexual orientation, national or ethnic origin, political affiliation or veteran status, intimidation and coercion at the Project Site. The Bidder and all subcontractors shall ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to members of protected classes working at the Project Site as well as students, faculty, staff and others on or near the site. Failure to comply with this policy will result in immediate permanent dismissal of the offender from the Project.

**§ 2.1.8** Bidder must provide a site specific written safety plan prior to the commencement of the Work. Bidder must provide and obtain all waste manifests required for daily disposal of any hazardous material in connection with this

project, and must submit daily original waste manifests to the Owner, Attn: CWRU Department of Environmental Health and Safety and provide a copy to the project manager.

### § 2.1.9 MBE, WBE, SBE and Local Workforce Participation

§ 2.1.9.1 The Bidder acknowledges it is the policy of the Owner that, in acquiring goods and services, it maintains an environment that promotes, increases, and improves the overall participation of a widely-diverse group of business enterprises. The Owner is committed to assist MBE, WBE, SBE and local workforce participants in gaining access to business opportunities at the University.

§ 2.1.9.2 The Owner, as a continuation of its commitment to equal opportunity, has adopted policies and procedures to assure meaningful participation of MBE, WBE, SBE and local workforce participants in all appropriate phases of construction.

§ 2.1.9.3 It is the expectation of the Owner that the Bidder, as part of its proposal, provide a plan to include underrepresented minorities and women, including MBE, WBE, SBE and local workforce as part of (1) the project team (as applicable), (2) subcontract and supplier contracts, and (3) the overall labor force. The Owner wants to ensure that MBE, WBE, and SBE subcontractors and suppliers and local workforce participants are made aware of the project and given opportunities to effectively participate in the competitive bidding process.

§ 2.1.9.4 The Bidder's plan to assure inclusion of MBE, WBE, SBE and local workforce will require the Bidder to make its best efforts to achieve the Owner's goals as follows:

	Business Enterprise Goals			Workforce Goals		
	MBE	WBE	SBE	Minority	Female	Local
CWRU Benchmark	15%	5%	5%	17%	7%	20%

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 Distribution**

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

Intentionally Omitted. § 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

Intentionally Omitted.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### **§ 3.2 Modification or Interpretation of Bidding Documents**

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 ~~The Bidder's failure to become acquainted with the extent and nature of work required to complete any portion of the Work in conformity with the requirements of the Contract Documents, shall not be a basis for additional compensation.~~

### § 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 Substitution Process

§ 3.3.2.1 ~~Written requests for substitutions shall be~~ No substitutions 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. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests in writing, on a Substitution Request Form if one is provided in the ~~Bidding Documents~~ Documents, or on such other form as Owner may require.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

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

§ 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 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid ~~security~~, security (if any), state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall ~~incur~~ be responsible for all costs associated with the preparation of its Bid. ~~Bid, without reimbursement from the Owner.~~

### § 4.2 Bid ~~Security~~ Intentionally Omitted

~~§ 4.2.1 Each Bid shall be accompanied by the following bid security:  
(Insert the form and amount of bid security.)~~

~~§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~

~~§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning      days after the opening of Bids, withdraw its Bid and request the return of its bid security.~~

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. 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, mail or courier~~, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.3.6 Bids shall remain subject to acceptance by the Owner without the right to modify or withdraw for sixty (60) days after the day of the Bid opening.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. ~~Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.~~

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

~~§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:  
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)~~

Intentionally Omitted.

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

~~If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders privately opened.~~

#### § 5.2 Rejection of Bids

~~Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.~~ § 5.2.1 ~~Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.~~

§ 5.2.2 Any bid that omits the requested information on participation by MBE, WBE, SBE or local workforce may be considered "non-responsive" and may be rejected.

#### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.3 The contract, if awarded, shall be awarded to the lowest responsible bidder(s) subject to the Owner's right to reject any or all bids and to waive any informality in the bids or in the bidding which is determined by the Owner to be in the best interest(s) of the Owner.

## 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 Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.~~ Submitted with the Bid

### § 6.2 Owner's Financial Capability

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

### Intentionally Omitted § 6.3 Submittals

#### ~~§ 6.3 Submittals~~

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

- ~~.1 a designation of the Work to be performed with the Bidder's own forces;~~
- ~~.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and~~
- ~~.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.~~ Intentionally Deleted

~~§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.~~

~~§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.~~

~~§ 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.~~

~~§ 6.3.5 Prior to award of Contract, the successful Bidder shall be required to document MBE, WBE, SBE and local workforce participation by providing names and contract dollar amounts.~~

## 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.

§ 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 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

**§ 7.2 Time of Delivery and Form of Bonds**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner ~~not later than three days following the date of execution of the Contract, prior to issuance of a fully executed Contract and the Owner's Purchase Order~~ If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

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

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

**ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*

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

.3 AIA Document A201™-2017, A201™-2007, General Conditions of the Contract for Construction, as modified by Owner, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*

.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*

.5 Drawings

Number

Title

Date

.6 Specifications

Section

Title

Date

Pages

.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

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

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204 2017.)*

—

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract: None.

Document	Title	Date	Pages

.9 Other documents listed below:

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

All Exhibits to the Contract Documents as stated in the Contract Documents.