## **Bidding Documents**

For

George Washington Academy
Roof Repair
St. George, Utah

May 2023

Prepared By:
George Washington Academy
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435-673-2232

PROJECT: Roof Repair

BIDS will be received for the construction of the George Washington Academy – Roof Repair, located at: 2277 South 3000 East, St. George, Utah 84790. BIDS must be in a sealed envelope or emailed prior to 2:00 PM, Friday, May 19, 2023 to:

George Washington Academy Attn: Blake Clark or Jessica Bentley 2277 South 3000 East, St. George, Utah, 84790.

Each sealed envelope containing a BID must be plainly marked on the outside George Washington Academy – Roof Repair.

The bidder shall visit the project site and become familiar with the existing site conditions.

Technical questions regarding the bidding documents shall be directed to Jessica Bentley, (435) 673-2232, jbentley@gwacdemy.org.

The BID includes the following:
Separate quote for Section 1 and Section 2 outlined on the attached map.
Labor and Material used.
Warranty information.

George Washington Academy reserves the right to reject any, or all BIDS, or to waive any formality or technicality in any BID, in the interest of the GWA

## INFORMATION FOR BIDDERS BID OPENING:

1. George Washington Academy, hereinafter called "GWA", shall receive BIDS for the following:

Project: George Washington Academy - Roof Repair

Project Address: 2277 South 3000 East
Project: Roof Repair 2 separate sections

2. Each BID must be submitted in a sealed envelope addressed to:

George Washington Academy

Attention: Blake Clark or Jessica Bentley 2277 South 3000 East St George, Utah 84790

3. BIDS must be submitted by: Friday, May 19, 2023, 2:00 PM

- 4. All BIDS must be plainly marked with BIDDER'S Name, BIDDER'S address and license number, and the name of the project for which the BID is submitted on the outside of the sealed envelope.
- 5. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the submitted BID form must be fully completed and executed. Only one copy of the BID form is required. Bids with notations, handwritten marks, non-specified attachments, or otherwise qualified will not be considered.
- 6. Any BID may be withdrawn in writing prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the GWA and the BIDDER.
- 7. BIDS shall be based on the BID SCHEDULE UNIT PRICES and shall include all work called for by the plans and specifications and bidding documents. In the case of a discrepancy in the extension of a line item, the unit price shall govern. In the case of a difference between the amount written in words and the amount written in figures, the written words shall govern. BIDDERS must satisfy themselves of the accuracy of the estimated quantities, where given, by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. UNIT PRICES as called for in the BID Schedule shall be submitted to cover all additions and deductions in the scope of the WORK. GWA has the right to reduce or remove items from the project.

## AWARDING CONTRACT:

- 1. GWA may waive any informalities or minor defects or reject any and all BIDS.
- 2. GWA may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the GWA all such information and data for this purpose as GWA may request. GWA reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy GWA that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Agreement and to complete the WORK contemplated therein.
- 3. The BIDDER, by evidence of the submission of the BID, acknowledges that BIDDER and BIDDER'S subcontractors meet or exceed the specified requirements for related project experience and insurances, and that should GWA discover at any time evidence to the contrary, BIDDER agrees to withdraw BIDDER'S BID and to allow GWA to award the CONTRACT to the next lowest responsible BIDDER. BIDDER must have the proper contractor's license for this type of project prior to bidding on the project. It is solely BIDDER'S responsibility to comply with all applicable federal, state, and local laws, regulations, and ordinances that affect this project.
- 4. Award will be made to the lowest responsible BIDDER as determined by GWA. The BID shall be awarded on the condition that the BIDDER provides all required documents prior to the NOTICE TO PROCEED being issued. Failure to provide the required documents shall be considered a default on the Contract and may result in the GWA awarding the Contract to another BIDDER in addition to other legal remedies.
- 5. The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND, the payment BOND, the Certificate of Legal Work Status for the BIDDER and all Subcontractors and the certificate of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. The bid shall be awarded on the condition that the BIDDER provides all required documents prior to the NOTICE TO PROCEED being issued. Failure to provide the required documents shall be considered a default on the Contract and may result in GWA Awarding the CONTRACT to another BIDDER in addition to other legal remedies.
- 6. In case of failure of the BIDDER to execute the Agreement or is found to be ineligible or becomes ineligible to meet all the requirements for the project, GWA may at its option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of GWA.
- 7. Upon receipt of acceptable performance BOND, payment BOND, insurance certificates and Agreement signed by the party to whom the Agreement was awarded, GWA shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should GWA not execute the Agreement, the BIDDER may by WRITTEN NOTICE withdraw the BIDDER'S signed

Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by GWA. George Washington Academy – Roof Repair

- 8. The NOTICE TO PROCEED shall be issued immediately upon the following occurring: providing the executed Agreement to GWA, providing the performance and payment BONDS to GWA, and providing the insurance certificates to GWA. Should there be reasons why GWA wants to delay and the NOTICE TO PROCEED cannot be issued within such period the time may be extended by mutual agreement between the GWA and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.
- 9. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
- 10. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. Failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.
- 11. Questions concerning information in the bid package should be directed to: Jessica Bentley, 2277 S. 3000 E St. George, Utah, 84790 (435) 673-2232 <a href="mailto:ibentley@gwacdemy.org">ibentley@gwacdemy.org</a>

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10. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CDMTRACT DOCUMENTS. Failure or omission of any fill DER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his 640.

 Questions concerning information in the pip package should be directed for Jessica Bentley. 2277 S. 3000 F St. George, Utah, B 1790 (135) 573-2732 (p.gr., ley@gwell.com, 136

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