

## Construction Contracting

**Institute for Facilities Management  
Nashville, TN**



**Faculty: Sadie Greiner, PE, MBA, LEED AP  
The University of Iowa**

**AIA  
Continuing  
Education  
Provider**

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## AIA Credits

Credit(s) earned on completion of this course will be reported to American Institute of Architects (AIA) Continuing Education Session (CES) for AIA members.

Certificates of Completion for both AIA members and non-AIA members are available upon request.

This course is registered with AIA CES for continuing professional education. As such, it does not include content that may be deemed or construed to be an approval or endorsement by the AIA of any material of construction or any method or manner of handling, using, distributing, or dealing in any material or product.

Questions related to specific materials, methods, and services will be addressed at the conclusion of this presentation.

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## Core Description

408 Construction Contract Administration APPAU201909M

Discuss the various project delivery approaches utilized by colleges and universities. Learn about the basic legal and contractual documents for a design and construction project. Examine the structure of a construction contract. Review bidding strategies and procedures for soliciting a construction bid and explore various techniques for structuring a bid proposal to the owner's advantage.

**Faculty: Sadie Greiner**

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## Learning Objectives

1. Discuss bidding strategies for construction bids
2. Discuss project delivery approaches
3. Learn basic legal and contractual design documents for design and construction.
4. Discuss the construction contract structure

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## Outline

1. Contractual Relationships
2. Delivery Approaches
3. Contract Documents
4. Bidding & Award



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## Contractual Relationships

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## Agents and Vendors

Agents:

Provide professional services

Vendors:

Provide a specific product or service



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## Agents and Vendors

Agents:

Act in the owner's interest

Vendors

Act in their own interest



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## Agents and Vendors

Agents:

Selected on the basis of qualifications, experience and integrity

Vendors:

Selected on the basis of cost or value



The Building Committee favored the stick design...  
...more structurally sound than straw,  
more cost-effective than brick.

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## Agents and Vendors

Agents:

Serve the owner's loosely defined needs

Vendors:

Meet the specified contract requirements



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## Agents and Vendors

Agents:

Follow a professional code of conduct

Vendors:

Contract documents define the standard of conduct



"First you'll have to sign this form, releasing me from any liability."

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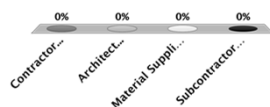
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Which of the following is an Agent...

- A. Contractor...
- B. Architect...
- C. Material Supplier...
- D. Subcontractor...



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## Errors & Omissions



*"Now go forth as an architect and  
I shall forgive your errors and omissions."*

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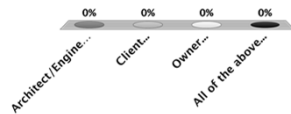
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## Who is responsible for Design Mistakes?

- A. Architect/Engineer...
- B. Client...
- C. Owner...
- D. All of the above...



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## Delivery Approaches

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## Delivery Approaches

Design-Bid-Build  
Design-Build  
Construction Management  
Job Order Contracting



"And that's the simple approach.  
Now for the way we'll do it."

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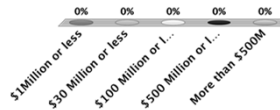
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How much Construction does your organization do annually?

- A. \$1 Million or less
- B. \$30 Million or less
- C. \$100 Million or less
- D. \$500 Million or less
- E. More than \$500M




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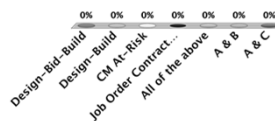
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Which delivery method does your organization use with the most?

- A. Design-Bid-Build
- B. Design-Build
- C. CM At-Risk
- D. Job Order Contracting
- E. All of the above
- F. A & B
- G. A & C




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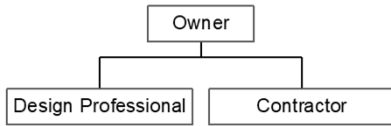
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## Design/Bid/Build



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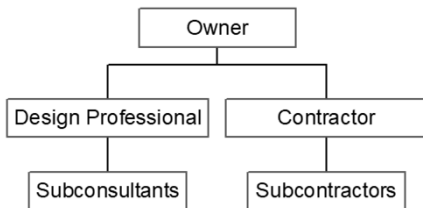
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## Design/Bid/Build



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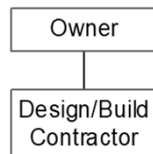
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## Design/Build



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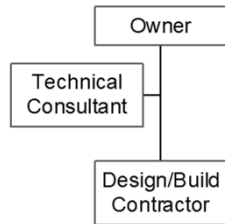
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### Design/Build (Bridging)



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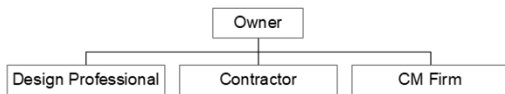
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### Construction Management



CM For-Fee (agent)

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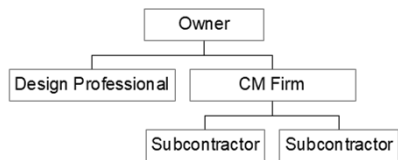
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### Construction Management



CM At-Risk (vendor)

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## Job Order Contracting

Contract is based on a specification and a unit price book

Bids are based on a multiplier; contract is awarded to the lowest multiplier

Project cost is determined by:  
(quantities) x (book unit prices) x (multiplier)

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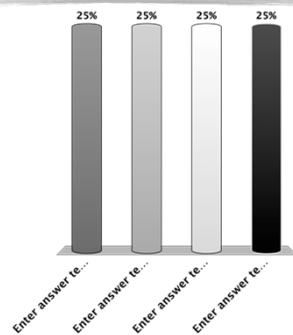
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Which delivery method would you choose to use if you were assigned the football stadium renovation project?

- A. Design Bid Build
- B. Design Build
- C. CM Agent
- D. CM @ Risk



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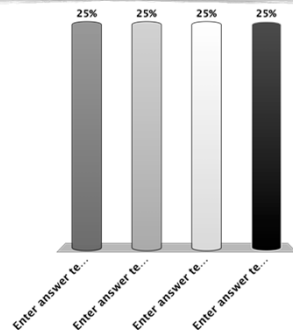
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What delivery method would you choose to use if you were assigned a new residence hall project?

- A. Design Bid Build
- B. Design Build
- C. CM Agent
- D. CM @ Risk



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## Contract Documents

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### Contract Documents

Contracts are a compilation of documents:

- Bidding Requirements
- Contract Forms
- Contract Conditions
- Specifications
- Drawings
- Modifications



"IF YOU'LL JUST SIT TIGHT, I'LL DIVE BACK DOWN INTO THE PRODUCT SPECS, QUOTES AND SAMPLES TO FIND A CONTRACT FOR YOU TO SIGN."

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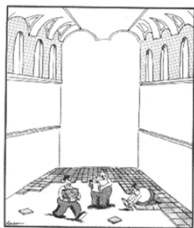
### Bidding Requirements

Advertisement or Invitation to Bid

Instructions to Bidders

Bid Form

Bid Bond



Bid Although history has long forgotten them, Lambini & Sons are generally credited with the Sistine Chapel floor.

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**Article 4. Progress Payments** - The Owner will make partial progress payments to the Contractor not more than once a month on the basis of a certified estimate of the work performed and material satisfactorily stored, the value of which is substantiated by vendor's priced invoices, as set forth in the General Conditions of the Contract. Payments will be made without retention until ninety-five percent of the contract amount has been paid. The Owner will withhold the remaining five percent of the contract amount until final payment consistent with the provisions of Chapters 262 and 573 of the Code of Iowa.

**Article 5. Acceptance and Final Payment** - Final payment of the remaining portion of the contract will be made thirty days after fulfillment of all requirements of the Contract Documents and acceptance by the Board of Regents, State of Iowa, provided no claims have been filed against payments due the Contractor.

**Article 6. The Contract Documents** - This instrument, together with the documents enumerated below, form the Contract, and they are as fully a part of the Contract as if hereto attached:

1. Advertisement for Bids
2. Instructions to Bidders
3. Addendum(s) - Numbers
4. Form of Bid for Construction Contract
5. Targeted Small Business Participation Form
6. Notice of Award
7. Contract Performance and Payment Bond
8. General Conditions
9. Supplementary Conditions
10. Special Conditions
11. General Requirements (Division 1)
12. Technical Specifications (All other Divisions)
13. Drawings

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

CONTRACTOR  
Contractor

Signed By \_\_\_\_\_  
(Principal)

Typed Name \_\_\_\_\_

(Title) \_\_\_\_\_

Approved for the University of Iowa

David W. Kott  
University Business Manager

## Contract Conditions

### General Conditions...

- Are general in nature and do not address the specifics of the project
- Govern the conduct of the parties
- Define duties and responsibilities
- Outline procedures
- Standard Forms
  - (AIA A201/Consensus Doc 210)



3.3.3 Sexual harassment is defined as unwelcome advances, verbal or physical conduct of a sexual nature, or requests for sexual favors when submission to such behavior is made a condition or status of employment.

3.3.4 Sexual harassment between Contractor, Contractor's employees, subcontractors and the Owner is prohibited and could result in the dismissal of the offending party from the Project.

#### 3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated to be incorporated in the Work.

#### 3.5 WARRANTY AND GUARANTEE

3.5.1 The Contractor warrants and represents to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects, and in compliance with the Contract Documents. All the Work not conforming to these standards including substitutions not authorized as provided elsewhere in the Contract Documents may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 The Warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

3.5.3 The Contractor warrants all equipment and materials furnished and work performed under the Contract against defective materials and workmanship for a period of twelve (12) months after acceptance as provided in this Contract, unless a longer period is specified, regardless of the time when furnished by the Contractor or any Subcontractors of any tier. Upon written notice from the Owner of any breach of warranty during the applicable warranty period due to defective material or workmanship, the affected part or parts shall be repaired or replaced by the Contractor at no cost to the Owner. Should the Contractor fail or refuse to make the necessary repairs, replacements, and tests when requested by the Owner, the Owner may

the Contract Documents, nor partial or entire occupancy of the premises by the Owner, nor expiration of warranty stated herein constitute acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability for non-conforming work. The Contractor shall immediately remedy any defects in the Work and pay for any damage to other Work resulting therefrom when notified from the Owner. Should the Contractor fail or refuse to remedy non-conforming work, the Owner may perform the work necessary to bring the work into conformance with the Contract Documents at the Contractor's expense.

#### 3.6 TAXES

3.6.1 Except when sales tax exemption certificates are provided by the Owner in accordance with Paragraph 3.6.2, the Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Iowa Construction Sales Tax Exemption Certificates and authorization letters will be provided by the Owner to the Contractor and Subcontractors for use on the project in accordance with the regulations of the Iowa Department of Revenue and Finance. This exemption certificate will authorize suppliers to sell construction materials that will be incorporated into and made part of the Work exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax. Complete information on qualifying materials can be found on the Iowa Department of Revenue and Finance web site at [www.iadefr.iowa.gov](http://www.iadefr.iowa.gov). It is the responsibility of the Contractor and Subcontractors to maintain records identifying the materials purchased and verifying they were used on the project. Any materials purchased tax free and not used on the project are subject to sales and local option taxes and these taxes must be paid directly to the Iowa Department of Revenue and Finance.

#### 3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily required after execution of the Contract and which are legally required when bids are received or negotiations concluded.

APRIL 2012 EDITION  
UNIVERSITY OF IOWA

UNIFORM GENERAL CONDITIONS  
00 72 13-5

## Contract Conditions

### Supplementary and Special Conditions...

- Are project specific
- Modify, amplify and tailor the general conditions to the project



"We'd like to change these parts of the contract that deal with souls, ownership and eternity."

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MEDICAL LABORATORIES - PROVIDE SUPPLEMENTAL COOLING  
(ROOMS 451, 452, 472 AND 477)  
UNIVERSITY OF IOWA

UM 0453401

- The Owner shall furnish an electronic set (in .pdf format) of explanatory and changed Construction Documents issued through an ITD at no cost to the Contractor.
- The Owner shall furnish an electronic set (in .dwg format) of construction documents for Contractor use to complete Project Work. Contractor shall agree to terms of the Owner's electronic document use agreement and sign form before electronic documents are released.

#### 9. USE OF PREMISES

- Care of Project Work Site:
  - The contractor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner's Representative.
- Access:
  - Access to construction site shall be as indicated on Drawings and as directed by the Owner's Representative. Contractor's main point of access to the building shall be the loading dock. The fourth floor area will be accessible by using either elevator X2L2 or stair X21426.
  - Fourth (4<sup>th</sup>) Floor area of work requires use of secure access system. Owner shall coordinate access credentials with contractor after award of bid.
  - Contractor shall maintain access to fire hydrants, free of obstructions.
  - Access and deliveries shall be through the Medical Laboratories loading dock.
- Parking:

Parking for two construction vehicles will be available in Lot 15. The Contractor shall contact the University Parking Office at (319) 335-1470, located in the Ross Memorial Union Parking Ramp, to obtain temporary permits following preconstruction meeting. Any costs associated with parking shall be paid by the Contractor. No parking is available at the project for employee vehicles.

  - Parking of personal vehicles within project access/way down/playing area is prohibited. Violation of this requirement may result in towing and/or towing at the vehicle owner's expense and suspension of progress payments.
  - Parking or driving on sidewalks, landscaped areas, within fire and service lanes or generally in areas not designated for vehicular traffic is prohibited except as allowed in the contract documents. Violation of this requirement may result in towing and/or towing at the vehicle owner's expense and suspension of progress payments.
  - Temporary University parking permits may be purchased by contractor employees for use with their personal vehicles on an as available basis by contacting the Parking and Transportation office in the 860 Ramp Parking Structure.
- Project Fencing Requirements:
  - Fencing will not be required as a part of work.

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## Specifications

Define physical character and quality of materials, products and equipment



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## Specifications

Define physical character and quality of materials, products and equipment

Establish standards for workmanship



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Ellis Fischel Guest House, MEJ # 980399 3/16/2000  
C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Retain shipping flange protective covers and protective coatings during storage.
- B. Protect bearings and couplings against damage.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. In-Line Circulators: Bell & Gossett #Series 100
    - a. Amtrol, Inc.
    - b. Armstrong Pumps, Inc.
    - c. Crane Pumps & Systems, Inc., Weinman Div.
    - d. ITT Fluid Technology Corp., ITT Bell & Gossett Div.
    - e. Taco, Inc.

#### 2.2 PUMPS, GENERAL

- A. Description: Factory-assembled and tested, single-stage, centrifugal pump units, complying with UL 778, suitable for potable-water service, with stainless or stainless-steel construction and components in contact with water made of corrosion-resistant materials.
- B. Motors: Comply with requirements in Division 15 Section "Motors" with built-in thermal overload protection appropriate for motor size and duty.
- C. End Connections: Threaded. Pumps available only with flanged ends may be furnished with threaded companion flanges.
- D. End Connections: Flanged.
- E. Finish: Manufacturer's standard paint applied to factory-assembled and tested units before shipping.

DOMESTIC WATER  
DISTRIBUTION PUMPS

(544)-2

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## Specifications

Define physical character and quality of materials, products and equipment

Establish standards for workmanship

Formatted into divisions as outlined by the CSI



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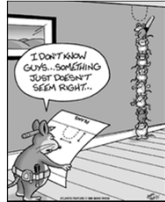
## Drawings

Graphic depiction of project requirements

Show dimensions and arrangement

Provide basis for quantities

Interrelated and cross referenced



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## Modifications

Addenda are changes prior to bidding

Change Orders are changes after award



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## Bidding & Award

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## Bid Solicitation

Public or private institution?

Competitive bid or negotiation?



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## Contractor Qualifications

Pre-qualification vs. Post-qualification

Factors to consider

- Experience
- Personnel
- References
- Finances
- Work in progress



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Prequalifying Contractors will ensure quality, budget and schedule are met on a project?

- A. True
- B. False



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## Alternates

Contractor priced scope options  
May be additive or deductive  
Protect the budget  
Complicate the bid process  
Selection considerations



### BID TABULATION

Bidder's Name	Base Bid	Alt. No. 1	Alt. No. 2	Alt. No. 3	Alt. No. 4
Kidwell Construction	5,422,400.00	70,500.00	74,500.00	71,500.00	94,700.00
Curtiss Manes Schulte	5,498,000.00	79,069.00	54,859.00	49,550.00	89,589.00
Mortenson	5,759,000.00	77,500.00	50,500.00	49,200.00	126,800.00
Sircal Contracting	5,438,000.00	69,800.00	59,700.00	57,900.00	67,800.00
Walton Construction	5,754,000.00	75,000.00	57,000.00	57,900.00	88,000.00
Lico Construction	5,591,000.00	71,500.00	69,180.00	66,780.00	87,370.00

Base Bid \$5,697,768  
Alt. No. 1 44,112.00 - Add Mezzanine  
Alt. No. 2 89,219.00 - Complete construction of 2nd floor West  
Alt. No. 3 89,219.00 - Complete construction of 2nd floor East  
Alt. No. 4 133,688.00 - Upgrade finishes

### BID TABULATION

Bidder's Name	Base Bid	Alt. No. 1	Alt. No. 2	Alt. No. 3	Alt. No. 4
Kidwell Construction	5,422,400.00	70,500.00	74,500.00	71,500.00	94,700.00
Curtiss Manes Schulte	5,498,000.00	79,069.00	54,859.00	49,550.00	89,589.00
Mortenson	5,759,000.00	77,500.00	50,500.00	49,200.00	126,800.00
Sircal Contracting	5,438,000.00	69,800.00	59,700.00	57,900.00	67,800.00
Walton Construction	5,754,000.00	75,000.00	57,000.00	57,900.00	88,000.00
Lico Construction	5,591,000.00	71,500.00	69,180.00	66,780.00	87,370.00

Base Bid \$5,697,768  
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Alt. No. 3 89,219.00 - Complete construction of 2nd floor East  
Alt. No. 4 133,688.00 - Upgrade finishes

BB and Alt. #1 & 2  
Kidwell \$5,567,400\*  
Sircal \$5,567,500

BB and Alt. #1, 2 & 3  
Kidwell \$5,638,900  
Sircal \$5,625,400\*

BB and Alt. #1 & 3  
Kidwell \$5,564,400\*  
Sircal \$5,565,700

BB and Alt. #3  
Kidwell \$5,493,900\*  
Sircal \$5,495,900

## Allowances

Undefined quantities of work

Undetermined product selection

Specialty or proprietary work



## Unit Prices

Adjusts allowances and the contract amount

Additive or deductive



- (3) The following Unit Prices are required where applicable to particular Base Bid being submitted.
- (4) Only a single Unit Price shall be given and it shall apply for either MORE or LESS work than that indicated on Drawings and called for in Specifications as indicated to be included in Base Bid. In event that more or less units than so indicated is actually furnished, Change Orders will be issued for increased or decreased amounts as approved by the Architect.
- (5) Bidder understands that the Owner will not be liable for any Unit Price or any amount in excess of Base Bid accepted at time of award of Contract, except as expressed in written Change Orders duly executed and delivered by Owner's Representative.
- FILL IN ONLY ONE PRICE PER LINE
- (6) Rock Excavation in addition to soil excavation, as defined in Division 2, per cu. yd. and Column Foundation Detail Sheet S 0.00.
- |     |   |         |        |
|-----|---|---------|--------|
| (a) | General Excavation-Weathered Shale            | \$10.40 | per CY |
|     | Base Bid quantity = 1,000 cu. yd.             |         |        |
| (b) | Trenching, including Footings-Weathered Shale | \$26.10 | per CY |
|     | Base Bid quantity = 1,000 cu. yd.             |         |        |
| (c) | Trenching, including Footings- Shale Bedrock  | \$25.10 | per CY |
|     | Base Bid quantity = 2,000 cu. yd.             |         |        |
| (d) | Lean Concrete Fill below footings             | \$25.10 | per CY |
|     | Base Bid quantity = 750 cu. yd.               |         |        |
| (e) | Type 1 Base Fill at footings                  | \$70.40 | per CY |
|     | Base Bid quantity = 500 cu. yd.               |         |        |

#### 4. PROJECT COMPLETION

- a. Contract Period - Contract period begins on the day the Contractor receives unsigned Contract, Performance-Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Bidder agrees to complete project within six hundred sixty (360) calendar days from receipt of aforementioned documents. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder. Reference Special Conditions for Restrictions.
- b. Commencement - Contractor agrees to commence work on this project after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7)

## Bidding Process

Advertising and  
solicitation of interest

Ooh! Ooh!  
The University is  
bidding a new  
housing project!



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## Bidding Process

Advertising and  
solicitation of interest

Printing of bid  
document sets



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## Bidding Process

Advertising and  
solicitation of interest

Printing of bid  
document sets

Pre-bid meeting



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## Bidding Process

Advertising and solicitation of interest  
Printing of bid document sets  
Pre-bid meeting  
Addenda



Original Plans & Specs



Addenda

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## Bidding Process

Advertising and solicitation of interest  
Printing of bid document sets  
Pre-bid meeting  
Addenda  
Bid closing



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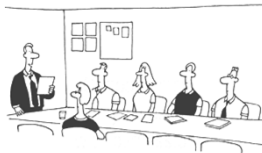
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## Bidding Process

Advertising and solicitation of interest  
Printing of bid document sets  
Pre-bid meeting  
Addenda  
Bid closing  
Bid opening



With a bid of \$1,455,234, we're awarding the contract to Precision Builders who successfully made the biggest mistake in preparing their bid.

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## Bid Bond

Surety-backed guarantee  
Protects against mistakes in bidding  
Covers differences in price between bids



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## Bid Mistakes

Judgmental Error



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## Bid Mistakes

Judgmental Error  
Clerical Error



"Well I'll be... I must've been holding the dang work order like this"

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## Evaluation Reminder




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## Bid Responsiveness

Bid is non-responsive if:

- Qualified or altered
- Lacks a bid bond
- Has unacknowledged addenda
- Doesn't conform to any material bidding requirement




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### a. Base Bid:

Bidder agrees to furnish all labor, materials, tools, and equipment required to paint the exterior of the Providence Road Warehouse all as indicated on Drawings and described in Specifications for sum of:

EIGHTY SEVEN THOUSAND, FIVE HUNDRED TWENTY  
SIX DOLLARS (\$ 87,526.00 ).

### 4. PROJECT COMPLETION

- a. Contract Period - Contract period begins on day Contractor receives unsigned Contract, Performance Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Bidder agrees to complete project within 60 calendar days from receipt of aforementioned documents. Within 15 calendar days have been allocated in construction schedule for reviewing aforementioned documents from Bidder.

Amended on page 1-A-3

Commencement - Contractor agrees to commence work on this project after "Notice to Proceed" is issued by Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed Contract documents listed in paragraph 4. above.

### 5. BIDDER'S ACKNOWLEDGEMENTS

- a. Bidder declares that he has had an opportunity to examine site of work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid materials, equipment and labor required thereunder, cost

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BID TABULATION



Base Bid: \$ 34,600

Planning, Design, and Construction, Campus Facilities

Bidder's Name	Addendum No. (1)	Unit Prices	Bid Signed	Bidder's Qualif.	Bid Bond	Base Bid
Goers Bros. Painting Gladstone, MO	Not Noted	X	X	X	5%	\$ 44,000
K W Luetkenmeyer Jefferson City, MO	X	X	X	X	5%	\$ 64,600

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**Award of Contract**

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**Award of Contract**

Evaluation of bidder responsibility




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## Award of Contract

Evaluation of bidder responsibility

Bid acceptance period



"Yep. That bid was too high."

### ARTICLE 5 - MODIFICATION OF BIDS

- 5.1 The Form of Bid shall not be modified in any way, and the bid shall not be qualified or conditioned in any way. Modifications, qualifications or conditions placed on the Form of Bid or submitted with the bid may result in the rejection of the bid.

### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time set for the receipt of bids. No bid may be withdrawn for a period of forty-five (45) calendar days thereafter.

### ARTICLE 7 - BID SECURITY FOR NON-TARGETED SMALL BUSINESS BIDDERS

- 7.1 Bids shall be accompanied by and secured only by a cash deposit, a cashier's check, a certified check, or a bid bond in an amount of at least five percent of the bid. Bids accompanied and secured by any other form of bid security shall automatically be disqualified.
- 7.2 Certified checks and cashier's checks shall be made payable to the Executive Director, Board of Regents, State of Iowa.
- 7.3 Bid bonds must be either in the form prescribed by the Board of Regents, State of Iowa, contained elsewhere in this document, or in a form approved by the American Institute of Architects. A copy of the Board of Regents bid bond form is included with the bidding documents or may be downloaded from the Owner's website (<http://www.facilities.uiowa.edu/proc/Contractors/>). The bid bond must be executed solely

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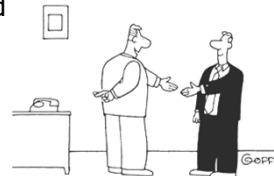
INSTRUCTIONS TO BIDDERS  
00 21 13-4

## Award of Contract

Evaluation of bidder responsibility

Bid acceptance period

Execution of contract



"Let's just forget a contract. A handshake is the only agreement I've ever needed."



## Review and Recap

**Contractor** - A gambler who never gets to shuffle, cut, or deal.

**Bid** - A wild guess carried out to two decimal places.

**Bid Opening** - A poker game in which the losing hand wins.

**Low Bidder** - A contractor who is wondering what he left out.

**Project Estimate** - The cost of construction in Heaven.

**Project Manager** - The conductor of an orchestra in which every musician is in a different union.

**Critical Path Method** - A management technique for losing your shirt under perfect control.

**Liquidated Damages** - A penalty for failing to achieve the impossible.

**Sureties** - People who go in after a battle is lost and bayonet the wounded.

**Lawyers** - People who go in after the sureties and strip the bodies.

This concludes The American  
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