

FROM: Nesbitt Construction, Inc.

1400 E Saint Louis St
Springfield, MO 65804

(hereinafter called "Bidder")

TO: Attn: Todd Wiesehan
Christian County Commission
100 W. Church St., Ste 100
Ozark, MO 65721

(hereinafter called "Owner")

RE: Christian County Operations Building – Phase II County Office Infill

Architect-Engineer Project No. 25-051.00

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The Undersigned, having received and examined the Drawings, the Project Manual, and Addenda for the above referenced Project, proposes to furnish all labor, materials, equipment, supervision and all associated items required for completion of the Work, as required by and in strict accordance with the above-named documents for the following sum:

A. BASE PROPOSAL

Bidder agrees to perform all of the Work necessary to complete the Total Project as described in the Project Manual and indicated on the Drawings for the sum of:

Two Million Eighty-Three Thousand (\$2,083,000)

(Amount shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.)

B. TIME OF COMPLETION

The Bidder agrees to achieve Substantial Completion for Phase I work within 225 calendar days from the date that the Notice to Proceed is issued. The Bidder also agrees to achieve Final Completion of the Work, for each project, not less than sixty (60) calendar days after Substantial Completion is achieved. The Contractor further agrees to pay to or allow the Owner as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day, per each project, after the date agreed to for Substantial Completion and Five Hundred Dollars (\$500) per calendar day after the day set for Final Completion as specified in Article 10 - Liquidated Damages of the General Conditions for each day thereafter that the work remains incomplete.

C. ADDENDA

The Undersigned has received and examined the following Addendum numbered 1, 2, and has incorporated their provisions in this Bid.

D. FURTHER CONDITIONS

The Undersigned, by submitting this Bid, further agrees:

1. That this Bid shall be valid and may not be withdrawn within 45 days after the scheduled closing time for receiving bids.
2. To accept the provisions of the "INSTRUCTIONS TO BIDDERS."
3. To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish the Performance Bond and Labor and Material Payment Bond in accordance with the General Conditions of the Contract.
4. To accomplish the Work in accordance with the Contract Documents, of which this Proposal is made a part.
5. To coordinate and schedule all Work with Owner.
6. That it is understood that the Owner may reject any or all bids and waive any formalities.

E. SUBCONTRACTORS:

Each Bidder shall be required upon request to provide a list of subcontractors to the Owner within 24 hours of the Bid Date.

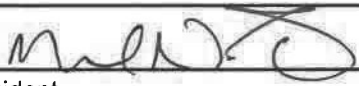
F. I have completed the Bid and have enclosed the following:

1. Bid Security, in specified amount, and copy of Surety Agent's Power of Attorney.
2. Contractor's Statement of Qualifications.

=====

Respectfully submitted:

Bidder: Michael Nesbitt

Signature:  Date: 2/5/26

Title: President

Business Address: 1400 E Saint Louis St.

Springfield, MO 65802

Telephone Number: (417) 866-6199

If Bidder is a Partnership, complete the following:

Name of Partners: _____

If Bidder is a Corporation, complete the following:

Name and Address of President: Michael Nesbitt 1400 E St Louis Street

Springfield MO 65802

Name and Address of Treasurer: Michael Nesbitt, same as above

(SEAL)
(If Bid is by
a corporation)



END OF SECTION

CONTRACTOR'S STATEMENT OF QUALIFICATIONS 00 4513

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

*Submit with Bid

1. Name and Address (with zip code) of Firm.

Nesbitt Construction, Inc.

1400 E. Saint Louis St.

Springfield, MO 65802

Federal ID No. 43-1751924

2. Area Code and Telephone

Number. 417-866-6199

3. Area Code and Fax

Number. 417-866-0949

For Corporation Only:

4. Date of

Incorporation. 7/1/1996

5. Name of State(s), in which

incorporated. 1

6. If not incorporated in Missouri; give Certificate of Authority to do business in Missouri.

(Certificate Number and
Date).

7. President's

Name. Michael Nesbitt

8. Secretary's

Name. Liz Street

For Partnership Only:

11. Date of

Organization.

12. Is the partnership:

General

Limited

Association

13. Name and addresses of all partners (with zip codes).

A.

B.

C.

NOTE: If the Bidder is a Joint Venture, then all parties to the Joint Venture must complete a separate Statement of Qualifications.

14. If you have done business under a different name, please give name and location.

General Information: All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. Additional information may be submitted, if so desired.

15. Number of permanent

employees. 17

16. Geographical limits of
operation.

Southwest Missouri

17. How many years have you been engaged in construction under your present firm name or trade name?

48

18. General character of work performed by you.

Commercial General Contractor

19. List the most important contracts recently completed by you, include at least 2, stating approximate gross cost for each, and the month and year

Please see Attached (AIA Document A305-2020 Exhibit D - pages 1 & 2)

20. List customer references for current and recently completed contracts of a similar nature. Provide company name, address of construction, contact name, and contact phone, and architect's name and contact phone. The City prefers that all such customers during the last three years be listed but you must list all customers for the last year prior to submitting this statement. (Attach as necessary)

Please see Attached (AIA Document A305-2020 Exhibit D - pages 1 & 2)

21. Contracts on hand: (Schedule these, showing gross amount of each contract and the respective anticipated dates of completion.)

Please see Attached (Contracts in Progress)

22. Have you ever failed to complete any work awarded to you. If so, where and why?

NO

23. Have you ever been put on liquidated damages on any contract awarded to you. If so, where and why? NO
24. Have you ever defaulted on a contract? If so, where and why? NO
25. Has your firm ever engaged in litigation or mediation for the settlement of claims or disputes arising out of a construction contract? If so, give particulars. NO
26. List your major equipment available for the type of work described by the specifications.
Scissorlifts
27. To what extent would you expect to employ Subcontractors?
Approximately 70-80% of work will be subcontracted.
28. List experience in construction work similar in nature and scope.
Please see Attached (AIA Document A305-2020 Exhibit D - pages 1 & 2)
29. List background and experience for the principal members of your organization include the Officers.
Please see Attached (Project Staffing)
30. Give bank reference.
Arvest Bank Ryan Mooney: 417-827-1207
730 N. National
Springfield, MO 65802
31. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner.
Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising his Statement of Qualifications.

Dated at Springfield MO this 5th day of February, 2026.

Firm Name: Nesbitt Construction, Inc.

By: Mick J. S.
Signature

Print Name/Title Michael Nesbitt, President

State of Missouri)
) ss

County of Greene) Michael Nesbitt, being
duly sworn, deposes and

says that he is (Title) President of Nesbitt Construction, Inc.

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this 5th day of February, 2026.


Notary Public

My commission expires: 8/18/2029

END OF SECTION



AIA Document A305 – 2020 Exhibit D

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	Nixa High Point	Pennac	Silver Springs Park Renovations	Weston Kisse Professional Office Building
PROJECT LOCATION	900 N Cheyenne Road Nixa, MO 65714	447 South Avenue Springfield, MO 65806	1100 N. Hampton Ave. Springfield, MO 65802	3333 W. Battlefield Rd. Springfield, MO 65807
PROJECT TYPE	Addition of classrooms and saferoom	Interior Remodel	Pavilion+ Park Renovations	New Build
OWNER	Nixa Public Schools Kevin Koppe	Rebecca Swanson director of facility	Laura Merriman Greene Cty Operations	Weston Kisse
ARCHITECT	SAPP Design Associates Architects, P.C.	Dake-Wells Architecture	Oke-Thomas & Assoc.	ESTERLY SCHNEIDER & ASSOCIATES
CONTRACTOR'S PROJECT EXECUTIVE	Michael Nesbitt	Michael Nesbitt	Michael Nesbitt	Michael Nesbitt
KEY PERSONNEL (include titles)	Michael Nesbitt Tim Gaunt	Michael Nesbitt Kelly Bashore	Michael Nesbitt Joe Jackson	Michael Nesbitt Kelly Bashore
PROJECT DETAILS	Contract Amount \$5,845,596 Completion Date June 10, 20205 % Self-Performed Work 10%	Contract Amount \$680,000 Completion Date In progress % Self-Performed Work 30%	Contract Amount \$1.4 Million Completion Date: July 2025 % Self-Performed Work 35%	Contract Amount \$ 920,000.000 Completion Date May 2025 % Self-Performed Work 35%
PROJECT DELIVERY METHOD	☒ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☒ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☒ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A

Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	Assemblies of God 2nd Floor Renovations	Assemblies of God 4th Floor Renovations	Greene County Juvenile Treatment Court	
PROJECT LOCATION	1445 N Booneville Ave Springfield, MO 65802	1445 N Booneville Ave Springfield, MO 65802	1010 N. Booneville Ave Springfield, MO 65802	
PROJECT TYPE	interior renovations	Interior Renovations	Courtroom Addition	
OWNER	General Council of Assemblies of God R. Bomert	General Council of Assemblies of God R. Bomert	Greene County Missouri	
ARCHITECT	Torgerson Design	Torgerson Design	N-Form Architecture	
CONTRACTOR'S PROJECT EXECUTIVE	Michael Nesbitt	Michael Nesbitt	Michael Nesbitt	
KEY PERSONNEL (include titles)	Tim Gaunt, Director of Ops Danny Hilton, Super	Tim Gaunt, Director of Ops Danny Hilton, Super	Michael Nesbitt	
PROJECT DETAILS	Contract Amount \$964,815.00 Completion Date % Self-Performed Work 45%	Contract Amount \$564,926.00 Completion Date % Self-Performed Work 45%	Contract Amount \$1,339,500.00 Completion Date January 2025 % Self-Performed Work 30%	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☒ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☒ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☒ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				



Contracts in Progress

Job Name	Total Contract Price	Estimated Completion Date
Merica Family Dental	\$2,559,699	6/25/2026
Diggins Baptist Church	\$689,473	3/31/2026
J.R. Martin Park Improvements	\$2,702,400	5/31/2026
Sunset Church of Christ	\$250,453	3/31/2026
SPS Dugouts Renovations	\$42,577	3/15/2026
Qdoba Nixa Infill	\$591,332	4/15/2026
J.Crew @Battlefield Mall Infill	\$294,328	3/31/2026
Bluebird Pediatric Dentistry	\$460,000	6/30/2026

NESBITT CONSTRUCTION, INC.

PROJECT STAFFING

MICHAEL NESBITT, PRESIDENT – Applies his 25+ years of experience to direct Nesbitt Construction's project team and office staff to meet project goals.

JOE JACKSON, ESTIMATOR – Utilizes his 30+ years of experience to review and cost estimate projects. Duties include: Plans and specification review for cost estimation of project; Develop and review scopes of work and bid packages; Assist in scheduling consultation; Leads hand-off of project information to Project Manager & Superintendent

TIM GAUNT, DIRECTOR OF OPERATIONS – Utilizes his 20 years of field experience to coordinate and facilitate project goals in conjunction with the Project Manager & Superintendent. Consults with project team members to apply day-to-day construction means and methods to ensure quality design and construction detailing.

JUSTIN PETERSBURG, AIA, PROJECT MANAGER – Applies his 10+ years of architectural experience to facilitate project management tasks that increases project team success. Duties include: Plans & specification review; Develop and write scopes of work including bid packages; Coordinate and communicate with Owner, Design Team, subcontractors and suppliers for construction purposes; Develop and maintain program and project schedule; Submittal Manager

PROJECT ADMINISTRATION TEAM

LIZ STREET, DIRECTOR OF ACCOUNTING – Oversee financial information of project including accounts payable & receivable, payroll, invoicing, lien waivers.

TONI MURRELL, PROJECT ENGINEER & ACCOUNTING ASSISTANT – Coordinates contracts, insurance, project start-up and close-out documentation.



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status, and address)

Nesbitt Construction, Inc
1400 E St Louis Street
Springfield, MO 65802

SURETY:

(Name, legal status, and principal place of business)

West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:

(Name, legal status and address)

Christian County Commission
100 W Church St
Ozark, MO 65721

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Christian County Operations Building - Phase II
County Office Infill

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

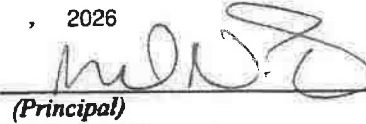
Signed and sealed this 5th day of February

, 2026




(Witness)


(Witness)


(Principal)

(Seal)

President
(Title)


(Surety)

Robert L Cox II, Attorney in Fact

(Title)





Bond No. n/a

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert L Cox II, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacee McCrorey, Julie Messbarger

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

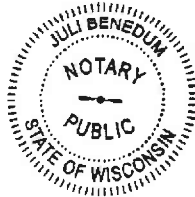
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 5th day of February, 2026.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

AIA® Document A701® – 2018

Instructions to Bidders

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

Christian County Operations Building - Phase II County Office Infill
479 North Government Plaza Circle
Ozark, MO 65721
Infill of Phase I Building Shell for County Offices

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

Christian County Commission
100 W Church Room 100
Ozark, MO 65721

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

Gaskin Hill Norcross of Missouri, Inc.
300 South Jefferson, Suite 301
Springfield, MO 65806

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**

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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. 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, 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.

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;
- .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.

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.

§ 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.

§ 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 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 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.

§ 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.

§ 3.3 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 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 on a Substitution Request Form if one is provided in the Bidding Documents.

§ 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.

§ 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, 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 all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

5% 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 45 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.)

A sealed hard copy of the Bid Form and Bid Security is required to be submitted prior to Bid Opening.

§ 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, 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.

§ 4.4 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:

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.

§ 5.2 Rejection of Bids

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

§ 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.

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.

§ 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.

§ 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.

§ 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.

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.

§ 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. 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

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User Notes:

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§ 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.
- .2 Not Used
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, unless otherwise stated below.
- .4 Drawings and Specifications as listed on the following attached pages.

Number	Title	Date
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