

INSTRUCTIONS TO BIDDERS

Two River Theatre Company, Inc. intends to construct a 35,000 +/- SF, three-story addition to the existing (ca. 2005) Two River Theater building located at 21 Bridge Avenue in Red Bank, NJ. The addition will include two wood, metal, and paint production shops, rehearsal spaces, offices, scenery, props and costume shops, and multiple storage areas. In addition to construction of the building addition, site improvements will be constructed, and the existing production facility located as a separate building on the property will be demolished upon completion of the new addition.

RECEIPT AND OPENING OF BIDS:

The Owner invites Lump Sum Price bids on forms (Form of Proposal attached), all blanks of which must be appropriately filled. Bids will be received at the office of the Two River Theater, 21 Bridge Avenue, Red Bank, NJ on March 9, 2018. Envelopes containing the bids must be sealed, addressed to the Owner, and designated as to the Project.

Contract documents for the proposed work will be provided digitally via Dropbox at https://www.dropbox.com/sh/v3cj1tpkw11e5eb/AACKsK-sT1_dKZfg4WdOqvjoa?dl=0 beginning February 2, 2018 at 4:00 pm. There will be a Pre-Bid Meeting on February 9, 2018 at 2:00 pm at the office of the Two River Theater.

The Owner reserves the right to accept or reject any and all bids if deemed in the best interest of the Owner or to waive any informality where such informality is not detrimental to the best interests of the Owner. The Owner will be represented by the firm of GREYHAWK North America, LLC, 2000 Midatlantic Drive, Mount Laurel, NJ. All communications directed to the Owner shall be through that firm.

PREPARATION OF LUMP SUM BID:

Each bid must be submitted with two full copies in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or items not called for in the proposal, or irregularities of any kind may be rejected by the Owner as being incomplete.

Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature, and the corporate seal shall be affixed to the Bid.

Any Bidder may modify his bid at any time prior to the scheduled closing time for receipt of bids. Revised bids shall be complete in all ways in accordance with instructions contained herein.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing via email addressed to Jay Appleton with GREYHAWK, jappleton@greyhawk.com. To be given consideration, questions must be received by GREYHAWK at least five (5) working days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which will be emailed to all prospective bidders not later than three (3) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

BID SECURITY

Each bid must be accompanied by a Bid Bond duly executed by the bidder as principal and having surety thereon a surety company approved by the Owner, in the amount of (10%) percent of the bid, or a maximum of Twenty Thousand (\$20,000) Dollars.

Prior to the start of the guarantee period and before final payment is made, the successful bidder shall provide the Owner with a Maintenance Bond in the amount of the contract price to insure replacement or repair of defective materials or workmanship during the guarantee period or a maximum of one (1) year starting after the first year from the date of Substantial Completion.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Two River Theater Company is exempt from paying New Jersey sales tax. The appropriate certificate will be provided to the successful bidder.

BIDDERS TO VISIT SITE AND DETERMINE CONDITIONS

All bidders or their representative(s) are required to visit and examine the site of the work of this Contract. Bidders shall make all necessary investigations in order to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, at site, and conditions and difficulties that will be encountered in the performance of the work specified herein. All examinations and investigations will be made prior to submission of bids.

Each bidder must fully inform itself as to the conditions under which the work is to be performed. These conditions shall include problems of construction, availability of labor, and equipment, transportation, and all else necessary to perform, complete and maintain a watertight and water proofed interior for the project as specified herein. Failure to do so will not relieve the successful bidder of his obligation to furnish all material, labor and equipment necessary to complete the work as specified, for the consideration set forth in its bid.

GUARANTEE PERIOD REQUIRED

The bidder's attention is directed to the provisions hereinafter in the Contract Documents which require, the Guarantee of all work and materials furnished under this Contract.

WORKING HOURS

The Contractor is advised that work will have to be coordinated with the Theater's production schedule so that individual performances are not disturbed by the work. There are, periodically, weekday matinees and other ad hoc public events.

TOOLS, EQUIPMENT, ETC.

All manner of equipment and tools of every description required for the proper execution of work, sufficient for their purpose, shall be provided by Contractor, who shall maintain all in good working order and be responsible for safety, use, maintenance and care of same, removing all when not further required.

REMOVAL OF RUBBISH

The Contractor shall clean up and remove from premises at frequent intervals and when directed by Owner's Representative, all rubbish and refuse material of whatever nature resulting from his own contract and other trades employed by him. If contractor fails to comply with this requirement, Owner's Representative shall authorize cleaning to be performed by others and backcharge contractor accordingly for cost of such cleaning. All removals shall be in compliance with applicable regulations.

PAYMENTS

Payments are to be made on contract monthly in amount equal to 90% of contract value as work is completed and material delivered and stored at site. Upon completion of 50% of the work, the Owner may reduce the retainage to 5% providing the project is proceeding in accordance with the approved schedule. The balance of the retainer will be paid after full completion and acceptance of work, upon submission by contractor of all closeout documents.

COMPLETION OF PROJECT - PUNCH LIST

The Owner wishes to strongly emphasize that one of the conditions of this contract is that upon proper written notification by the Contractor to the Owner's Representative that he has substantially completed all requirements of the contract, a punch list will be prepared. Within thirty (30) days after approval of this punch list, the Contractor is to complete all items noted.

TIME FOR COMPLETION OF WORK

All work stipulated in the Contract shall be Substantially Completed on August 15, 2019. The Contractor shall not begin work until:

- (a) The contract has been fully executed and the required bonds and insurance certificates have been provided and approved by the Owner;
- (b) The Contractor has provided the Owner's Representative with a minimum of seventy-two (72) hours notice concerning the time and place he intends to commence work; and
- (c) The Contractor has received "Notice to Proceed" from the Owner's Representative to commence initial work on the project.

FORM OF BID

DATE: _____

CONTRACTOR: _____

hereinafter called "Bidder," _____ a corporation organized and existing under the laws of the State of New Jersey, _____ a partnership, or _____ an individual doing business as

_____.

*Indicate corporation, partnership, or individual as applicable.

TO: Two River Theater
21 Bridge Avenue
Red Bank, NJ 07701

LADIES AND GENTLEMEN:

The Bidder, in compliance with your invitation for bids for construction of an addition and alterations to the Two River Theater on Bridge Avenue in Red Bank, NJ, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and supplies, agrees to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project by August 15, 2019.

Bidder acknowledges receipt of addenda to the bid documents and dates received:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

BASE BID PROPOSAL

Bidder agrees to perform the construction and related work for the addition and alterations to the Two River Theater, Red Bank, NJ, for the Lump Sum Price of:

_____ (\$_____)
(Amount shall be in both words and figures. In case of discrepancy, the amount in words will govern.)

Bidder understands that the Owner reserves the right to reject any part and/or all bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute a formal contract within ten (10) days and deliver a Performance Bond and Payment Bond as required by the Instructions to Bidders.

Respectfully submitted,

Signed By

Printed Name and Title

Business Address

Telephone Number

Fax Number

Email Address

Corporate Seal
(if applicable)_