

INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instruction to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 2018 ed.) have the meanings assigned to them in the General Conditions.

2. Copies of Bidding Documents

- 2.1. Complete sets of the Contract Documents for bidding will be sent to the Bidders upon request.
- 2.2. Complete sets of Contract Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Contract Documents.
- 2.3. OWNER and ENGINEER in making copies of Contract Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3. Examination of Contract Documents and Site

- 3.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, furnishing, or performance of the Work, (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, furnishing, or performance of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER in writing of all conflicts, errors or discrepancies in the Contract Documents.
- 3.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 5.04 and 5.04 of the General Conditions.
- 3.4. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examination, investigations, explorations, tests and studies, or obtain any additional information and data which pertain to the

physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 3.5. On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 3.6. The lands upon which the work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by CONTRACTOR in performing the work are identified in the Drawings. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment shall be provided by CONTRACTOR.
- 3.7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performance and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of the terms and conditions for completion of the work.

4. Interpretation and Addenda

- 4.1. Questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER in written emails only. Interpretations or clarifications considered necessary by the ENGINEER in response to such questions will be issued by Addenda and emailed to potential Bidders who have attended a pre-bid meeting. Questions received less than seven (7) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

6. Contract Time

The numbers of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

7. Liquidated Damages

No liquidated damages are included as part of this contract..

8. Substitute of “Or-Equivalent” Items

Substitute or “Or-Equivalent” items will be allowed for this contract as described in the Specifications.

9. Subcontractors, Supplier, and Others

9.1. Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish and/or install the principal items of material and equipment). Bidders shall submit to OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work for which such identification is required at the bid opening. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontract, Supplier, person, or organization. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to another Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.

9.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with OWNER’s written consent.

9.3. No CONTRACTOR shall be required to employ a Subcontractor, Supplier, or other person or organization against whom CONTRACTOR has reasonable objection.

9.4. Written approval of the OWNER is required for total Subcontractor(s) work in excess of fifty (50) percent of the Contract Price. If the total of all Subcontractor(s) work is greater than fifty (50) percent of the Contract

Price, Bidder shall submit written notification with Bid listing all Subcontractors with the amount of work each Subcontractor will perform.

10. Bid Form

- 10.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER.
- 10.2. All blanks on the Bid Form, Bid Schedule of Values, and Bid Summary shall be completed in ink. All blanks in the Bid Summary must be filled in with a positive or negative, a zero value or the letters N/A which shall indicate "Not Applicable".
- 10.3. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 10.4. Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5. All names shall be typed or printed below the signature.
- 10.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form.
- 10.7. The address, telephone number, and email address for communications regarding the Bid shall be shown.
- 10.8. A list of all proposed subcontractors shall be attached to the Bid.
- 10.9. A Gant chart format proposed construction schedule showing critical tasks and milestones shall be attached to the Bid.
- 10.10. Applicable Value Engineering Proposal(s) shall be attached to the Bid.

11. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in a sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12. Modification and Withdrawal of Bids

- 12.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to opening of Bids.
- 12.2. If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and Bid security will be returned.

13. Opening of Bids

Bids will be opened and read by OWNER upon expiration of the bidding period as set forth in the Invitation to Bid.

14. Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid security prior to that date.

15. Award of Contract

- 15.1. OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work and to negotiate contract terms with the apparent Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner also reserves the right to eliminate specific bid items, optional bid items, and value engineering proposals after bid opening, but before awarding the contract. In this case, the contract amount will be the total amount bid minus the total of the eliminated bid items. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 15.2. In its determination of the Successful Bidder, the OWNER may select the bidder that has the best overall responsive and responsible bid after considering optional bid items, value engineering proposals, and Bidders proposed project schedule. By submitting a bid, all bidders acknowledge that the OWNER reserves the right to select the bidder who has the best overall value to the OWNER after considering optional bid items and value engineering proposals.
- 15.3. In evaluating bids, the OWNER will consider whether or not the Bids are responsible and responsive to the prescribed requirements, and unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 15.4. OWNER may consider the qualifications, skill, integrity, reliability, and experience of Subcontractors, Suppliers, and other persons and

organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

15.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of proposed Subcontractors, Suppliers, and other persons or organizations to perform and furnish the work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

15.6. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.

16. Contract Security

Paragraph 6.01 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance Bond.

17. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven (7) calendar days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and other attached Contract Documents to OWNER including the required Bonds. Within seven (7) calendar days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR and other attached Contract Documents.