

SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions of the Construction Contract (EJCDC No. 1910-8, 1996 Edition) and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Bidder - The individual or entity who submits a Bid directly to OWNER.
 - B. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. Successful Bidder - The lowest, responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
 - D. Notice to Bidders - The advertisement or invitation to bid.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.01 Refer to the Notice to Bidders for information on how and where copies of the Bidding Documents may be examined or obtained.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of Bidding Documents available do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, each Bidder must complete the Experience Questionnaire on the Indiana State Board of Accounts Form 96. The Bidder's financial statement shall be submitted in a separately sealed envelope, clearly marked Bidder's Financial Statement, enclosed in the sealed envelope containing the Bid. The financial statement will be returned to the Bidder unopened with his Bid Security unless it is necessary to open the envelope for the purpose of determining the award. The financial statement submitted by the successful Bidder will be retained by the OWNER.
- 3.02 Bidders who are nonresident corporations shall furnish to the OWNER a Certified Copy of the Certificate of Authority to do Business in Indiana issued by the State of Indiana within 15 calendar days of notice to do so. Such notice will be given to Bidders who are

nonresident corporations, to whom it appears an award will be made, and the copy of the certificate must be filed with the OWNER before the award will be made. Failure to promptly submit this evidence of qualification to do business in the State of Indiana may be basis for rejection of the Bid.

3.03 State and Tribal Assistance (STAG) Bidding Requirements:

Financing for this project is expected to be through the Indiana State and Tribal Assistance Grants (STAG). The State Revolving Fund (SRF) forms listed below which will also be applicable to the STAG projects shall be submitted to the OWNER by the prescribed date. The Contractors must also comply with the Indiana SRF Loan Program Disadvantaged Business Enterprise (DBE) Packet and Small Business in Rural Areas requirements.

Due at time of Bid

Form OEE-1
Form OEE-2

Due 48 hours after Bid opening

Form 6100-2
Form 6100-3
Form 6100-4
Bidder's List Form

All SRF required forms can be found in **Exhibit B** to the Supplementary Conditions. Information regarding the affirmative steps relative to Small Business in Rural Areas (SBRAs) can be found in **Exhibit C**.

3.04 Each bidder must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project area and purchases and/or contracts for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

ARTICLE 4 EXAMINATION OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. All Bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said

Bidder might have fully informed himself, because of his failure to have so informed himself prior to the bidding.

- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data;
- E. To promptly notify ENGINEER of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents;
- F. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- H. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 Reference is made to the Supplementary Conditions for identification of:

- A. Those reports of exploration and tests of subsurface conditions at or contiguous to the site which have been used by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports by not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of reports or any other data will be made available by ENGINEER to any Bidder on request. Those reports or any other data are not part of the Contract Documents but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information.

4.03 Underground Facilities:

- Information and data shown or indicated in the Bidding Documents with respect to existing 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, including OWNER, or others.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions.
- 4.05 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning 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 or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or 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.
- 4.06 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.07 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 PRE-BID CONFERENCE

A **Pre-Bid Conference** for the discussion of the Work, the bidding requirements and other important matters will be held at **10:00 a.m.**, local time on **December 1, 2010** at the Wastewater Treatment Utility, 500 South River Road, West Lafayette, Indiana 47907. Representatives of the OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements made during the Pre-Bid Conference are not to be relied upon and will not be binding or legally effective.

ARTICLE 6 SITE AND OTHER AREAS

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 No interpretation of the meaning of the Plans, Drawings or other Contract Documents will be made to any Bidder orally. All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER in writing, addressed to: Greeley and Hansen, 6640 Intech Blvd, Suite 180, Indianapolis, Indiana 46278. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda which, if issued, will be mailed or faxed to all parties recorded by ENGINEER as having received the Bidding Documents, not later than 5 days prior to the date fixed for the Bid opening. Questions received less than seven 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.

If requested, a copy of an Addendum will be delivered to a prospective Bidder's representative at the office of the ENGINEER and receipted for by said Bidder's representative. Failure of any Bidder to receive any addenda does not relieve said Bidder from any obligation under the Bid as submitted. All addenda issued become part of the Contract Documents.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 BID SECURITY

8.01 Each Bid must be accompanied by Bid Security made payable to OWNER in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified or bank cashier's check or a Bid Bond, on the form attached, issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after

the Effective Date of the Agreement or the 90th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement and in the Bid Proposal Form.

ARTICLE 10 LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 PREPARATION OF BID

- 12.01 The Bid Proposal Form is included with the Bidding and Contract Documents. Prepare and present the Bid Form, including a fully executed Indiana State Board of Accounts Form No. 96 together with the Additional Provisions, in accordance with the Instructions to Bidders.
- 12.02 All blanks on the Bid Form shall be completed and the Bid signed. A Bid price shall be indicated for each Bid item listed therein.
- 12.03 A bid by a corporation 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. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.04 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

- 12.05 A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 12.06 A bid by an individual shall show the Bidder's name and official address.
- 12.07 A bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 12.08 Print all names below the signatures.
- 12.09 Acknowledge receipt of all Addenda on the Bid Form.
- 12.10 Show the address and telephone number for communications regarding the Bid.
- 12.11 Provide evidence of authority to conduct business as an out-of-state corporation in the State of Indiana in accordance with Article 3 above. Show state contractor license number, if any.

ARTICLE 13 SUBMITTAL OF BID

- 13.01 A bid shall be submitted no later than the time and place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of 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 containing the Bid must be enclosed in a separate envelope plainly marked on the outside with the notation **"BID- NORTH RIVER ROAD INTERCEPTOR SEWER REHABILITATION."** A mailed bid shall be addressed to City of West Lafayette, 609 West Navajo Street, West Lafayette, Indiana 47906 and sent by Certified Mail. Mailed Bids must be received no later than the time fixed for opening Bids.

ARTICLE 14 MODIFICATION AND WITHDRAWAL OF BID

- 14.01 A Bid 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 prior to the date and time for the opening of Bids.
- 14.02 If, within 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 the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 15 OPENING OF BIDS

- 15.01 Bids will be opened at the time and place indicated in the advertisement or Notice to Bidders and, unless obviously nonresponsive, read aloud publicly.

ARTICLE 16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 16.01 All Bids will remain subject to acceptance for 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.

ARTICLE 17 AWARD OF CONTRACT

- 17.01 OWNER reserves the right to reject any or all Bids, including, without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the OWNER. OWNER also reserves the right to waive all information not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the words and figures will be resolved in favor of the words.
- 17.02 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.03 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of Bidders to perform the Work in accordance with the Contract Documents.
- 17.04 If the contract is to be awarded, OWNER will award the contract to the Bidder whose Bid will be in the best interests of the Project.

ARTICLE 18 CONTRACT SECURITY AND INSURANCE

- 18.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.
- 18.02 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to insurance. Certificates of Insurance (and other

evidence of insurance requested by OWNER or Other Additional Insured) must be furnished, as required, before beginning work.

ARTICLE 19 SIGNING OF AGREEMENT

19.01 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 the other Contract Documents, which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 20 SALES AND USE TAXES

20.01 OWNER is exempt from Indiana State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

ARTICLE 21 RETAINAGE

21.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 22 WAGE RATES

22.01 Wage rates for the Work shall be not less than the current Davis-Bacon prescribed wage scale. The prevailing wage rates applicable to the project are attached as **Exhibit A** to the Supplementary Conditions.

ARTICLE 23 DISADVANTAGED BUSINESS ENTERPRISES

23.01 The Bidders attention is directed to the Disadvantaged Business Enterprises provision of the Agreement and to the President's Executive Order 12432 issued July 17, 1983 on "Minority Business Enterprise Development." The CONTRACTOR shall take all necessary affirmative action steps to meet the following participation goals for minority business enterprise (MBE) and women's business enterprise (WBE):

1. MBE goal is 5 percent of the contract price.
2. WBE goal is 6 percent of the contract price.

Disadvantaged Business Enterprise forms and guidance are attached as **Exhibit B** to the Supplementary Conditions.

ARTICLE 24 SMALL BUSINESS IN RURAL AREAS

The Bidders attention is directed to Section 129 of Public Law 100-590, the Small Business Administration and Reauthorization Act of 1988. The CONTRACTOR shall comply with all necessary affirmative steps relative to Small Business in Rural Areas (SBRAs).

SBRA guidance is attached as **Exhibit C** to the Supplementary Conditions.

ARTICLE 25 PROJECT FUNDING

25.01 This project will be funded through the State and Tribal Assistance Grant (STAG) administered by the Indiana Finance Authority.

END OF SECTION