

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.1 Terms used in these Instructions to Bidders and defined in Section 00700 - General Conditions (Standard General Conditions of the Construction Contract, EJCDC, No. C-700, 2002) and Supplementary Conditions Section SC-1.01 have the meanings assigned to them in the referenced Sections of the General Conditions and Supplementary Conditions.

1.2 Other terms used in the Bidding Documents and not defined elsewhere have the following meanings, which are applicable to both the singular and plural thereof:

Bidder - One who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder.

Successful Bidder - The lowest, responsive, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from OWNER. The deposit is non-refundable.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER, in making copies of Bidding 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.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bidder must be prepared to submit, within 5 days of OWNER's request, written evidence of qualifications to perform the Work. The written evidence may include: financial data, previous experience, present commitments and other such data as may be requested by OWNER. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Michigan or Bidder must covenant to obtain such qualifications prior to award of the Contract. The following information contains additional qualification requirements for specific Divisions:

3.1.1 Divisions V, VI, and VII (Detention Areas A, B, E, F, and G Contractors):

3.1.1.1 Contractor: Contractor must be experienced and specialized in structural concrete construction, mechanical contracting, frame construction, metal fabrication, water level control devices, and pump installation as determined by the Engineer. He/she shall properly supervise a competent staff. The Contractor must have the necessary equipment to complete this task.

3.1.1.2 Formwork Contractor: Formwork design must be under the direct supervision of a Professional Structural Engineer experienced in design of this type of work and licensed in the State of Michigan.

3.1.1.3 Metal Fabrication Contractor: Shop Drawings design must be under the direct supervision of a Professional Structural Engineer experienced in design of this type of work and licensed in the State of Michigan.

- 3.1.2 Division VIII (Wetlands Mitigation Contractors):
 - 3.1.2.1 Nursery: Shall be a company specializing in growing and cultivating applicable plant species.
 - 3.1.2.2 Installer: Planting installer/contractor must be experienced and specialized in planting the respective species as determined by the Engineer. He/she shall properly supervise a competent staff. The Installer must have the necessary equipment to complete this task.
- 3.1.3 Division IX (Electrical Contractors):
 - 3.1.3.1 Contractor: Contractor must be a licensed electrician in the State of Michigan. He/she must provide proof as requested that he/she has successfully completed projects of similar size and scope within the last 5 years. He/she shall properly supervise a competent staff. The Contractor must have the necessary equipment to complete this task.
- 3.2 In addition to the above, when so requested, Bidder shall meet with OWNER's representatives and give further information in order to determine Bidder's qualifications, responsibility, ability to perform and complete the Work in accordance with the Contract Documents.
- 3.3 OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, a Bidder fails to satisfy OWNER that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

ARTICLE 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. It is the responsibility of each Bidder before submitting a Bid:
 - 4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents including technical data referred to below, if any;
 - 4.1.2 To visit the Site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.3 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - 4.1.5 To promptly notify ENGINEER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
 - 4.1.6 Reference to Section 00800 Supplementary Conditions, if applicable, for identification of:
 - 4.1.6.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the Site which have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but 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.
 - 4.1.6.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purpose of bidding or construction.

- 4.1.6.3 Copies of such reports and drawings will be made available by OWNER. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- 4.2 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site are based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in Section 00800 - Supplementary Conditions.
- 4.3 Provisions concerning responsibilities for the adequacy of data, if any, 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 and 4.03 of Section 00700 - General Conditions.
- 4.4 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 and 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.
- 4.5 On request, OWNER will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies 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 examinations, investigations, explorations, tests and studies.
- 4.6 Reference is made to the Contract Documents and Section 01010 - Summary of Work, for the identification of the general nature of work, if any, that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents, if any, (other than portions thereof related to price) for such Work.
- 4.7 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 Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by ENGINEER is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.8 The provisions of 4.1 through 4.7, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.06 of Section 00700 - General Conditions, unless they are shown or indicated in the Documents and Specifications or identified in the Contract Documents.

ARTICLE 5 - AVAILABILITY OF LANDS FOR WORK, ETC.

- 5.1 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 Contract 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 in writing on a form provided by the OWNER with a completed copy delivered to the OWNER and paid for by CONTRACTOR only with prior approval of OWNER. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- 5.2 OWNER has acquired easements and access locations. CONTRACTOR will be limited to those areas. Copies of easement documents are available for review. CONTRACTOR must familiarize himself/herself with those easements and include the cost for complying with easement provisions in his Bid.
- 5.3 Work time limitations, coordination, field office and staging areas, and related matter are included in Section 01010 – Summary of Work.

ARTICLE 6 - ARTICLE 6 - INTERPRETATIONS AND ADDENDA

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER. Interpretations or clarification considered necessary by ENGINEER in response to such questions will be issued by Addenda which will be mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received after the Pre-Bid Meeting may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarification will be without legal effect.
- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 7 - ARTICLE 7 - BID SECURITY

- 7.1 Each Bid must be accompanied by Bid security made payable to OWNER in the amount of 5% of the Bidder's maximum Bid price and in the form of a Bid Bond or Cashier's Check issued by a surety meeting the requirements of Paragraph 5.01B and 5.02 of Section 00700 - General Conditions.
- 7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within 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 7th day after the Effective Date of Agreement or the 181st day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within 30 days after the Bid opening.

ARTICLE 8 - CONTRACT TIMES

- 8.1 The number 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 Times) are set forth in the Bid form and the Agreement.

ARTICLE 9 - LIQUIDATED DAMAGES

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

ARTICLE 10 - SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items.
- 10.2 Whenever materials or equipment are indicated in the Drawings or specified in the Specifications by using the name of one or more Suppliers, the Bid shall be based on providing the materials or equipment of one of the Suppliers named.
- 10.3 Whenever it is indicated in the Drawings or specified in the Specifications 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 Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in paragraph 6.05 of Section 00700 - General Conditions, which may be supplemented in Section 00800 – Supplementary Conditions.

ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 11.1 If Section 00800 - Supplementary Conditions requires, or if OWNER requests, the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish principal items of material and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 7 days after the Bid opening 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. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, either 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 (decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustments in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposed to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for forfeiting 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 subject to revocation of such acceptance after the Effective Date of the documents as provided in paragraph 6.06 of Section 00700 - General Conditions.
- 11.2 Successful Bidder shall not be required to employ any Subcontractor, Supplier, other person or organization against whom Successful Bidder has reasonable objection except as identified in those Procurement Contracts, if any, which will be assigned to the Successful Bidder and identified in the Contract Documents.

ARTICLE 12 - BID FORM

- 12.1 The Bid form is included with the Bidding Documents; additional copies may be obtained from ENGINEER.
- 12.2 All blanks of the Bid form must be completed legibly in ink or by typewriter and executed by someone with authority to do so.
- 12.3 Bids by corporations must 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, if required by state law, and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be indicated below the signature.

- 12.4 Bids by partnerships must 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 indicated below the signature.
- 12.5 Bids by a limited liability company must be executed in the name of the limited liability company and signed by a member of the limited liability company authorized by the operating agreement to sign, whose title must appear under the signature and the official address of the limited liability company must be indicated below the signature.
- 12.6 All names of the individuals signing the Bid must be typed or printed below the signature.
- 12.7 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid form).
- 12.8 The address and telephone number for communications regarding the Bid must be indicated.
- 12.9 Evidence of authority to conduct business as an out-of-state corporation in the State of Michigan shall be provided in accordance with Article 3 above. State contractor license number, if any, must also be shown.

ARTICLE 13 - SUBMISSION OF BIDS

- 13.1 Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque, sealed envelope, marked with the **project title, division 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. **No faxed or emailed Bids will be accepted. All Bids sent through the mail or other delivery system shall be sent to the Eaton County Drain Commissioner's Office and must be received by no later than 5:00 p.m. on the day before the Bid opening. Any hand delivered Bid shall be received at the Bid opening location on the day set forth in Subsection 1 - Receipt of Bids on page 00030-1 for taking Bids and prior to the opening of Bids for the division in which a Bid is being submitted.**
- 13.2 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of each of the Bid forms. The unbound copies of the Bid forms are to be completed and submitted.

ARTICLE 14 - MODIFICATIONS WITH WITHDRAWAL OF BIDS

- 14.1 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 the opening of Bids.
- 14.2 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. No withdrawal of a Bid shall be permitted on account of mistake or any other reason after the expiration of this 24-hour period.

ARTICLE 15 - OPENING OF BIDS

- 15.1 Bids will be opened and, unless determined nonresponsive, read aloud publicly at the place where Bids are to be designated to be opened. An abstract of the amount of the Bids and alternatives will be made available to Bidders after the opening of Bids.

ARTICLE 16 - ARTICLE 16 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 16.1 All Bids will remain subject to acceptance for 180 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

- 17.1 OWNER reserves the right to reject any or all Bids, including without limitation the right 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. OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the 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 words and figures will be resolved in favor of the words.
- 17.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.
- 17.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for the Work. OWNER also may consider the operating costs, maintenance considerations, performance data and guarantees of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 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 the Bidders, proposed Subcontractors, Suppliers, other persons and organizations to do the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 17.5 If the contract is to be awarded, it will be awarded on the basis of the Total Amount to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project.
- 17.6 If the contract is to be awarded, OWNER will give Successful Bidder Notice of Award within 180 days after the day of the Bid opening.

ARTICLE 18 - CONTRACT INSURANCE AND SECURITY

- 18.1 Paragraphs 5.02. through 5.10, of Section 00700 - General Conditions and Section 00800 - Supplementary Conditions set forth OWNER's requirements as to insurance. When Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required certificates of insurance (and other evidence of insurance requested by OWNER).
- 18.2 Paragraph 5.01 and 5.02. of Section 00700 - General Conditions and Section 00800 - Supplementary Conditions set forth OWNER's requirements as to Performance and Payment Bonds. When Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required Performance and Payment Bonds.

ARTICLE 19 - SIGNING OF AGREEMENT

- 19.1 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 15 days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement to OWNER with the required Bonds and certificates of insurance. Within 10 days thereafter, OWNER will deliver one fully signed counterpart to CONTRACTOR.

ARTICLE 20 - PREBID CONFERENCE

20.1 A MANDATORY pre-bid conference will be held on Tuesday, July 27, 2004, and Wednesday July 28, 2004, at the Best Western Midway Hotel, 7711 W. Saginaw Hwy., Lansing, Michigan.

<u>Description</u>	<u>Date</u>	<u>Local Time of Pre-Bid Meeting</u>
Division I – Construction North of I-496	7/27/04	8 a.m. – 5 p.m.
Division II – Concrete Box Culverts South of I-496	7/27/04	8 a.m. – 5 p.m.
Division III – Storm Sewer Construction South of I-496	7/27/04	8 a.m. – 5 p.m.
Division IV – Open Drain Construction	7/27/04	8 a.m. – 5 p.m.
Division V – Detention Areas A, B, and G	7/28/04	8 a.m. – 5 p.m.
Division VI – Detention Area E	7/28/04	8 a.m. – 5 p.m.
Division VII – Detention Area F	7/28/04	8 a.m. – 5 p.m.
Division VIII – Detention Area E, F, and G Wetland Mitigation	7/28/04	8 a.m. – 5 p.m.
Division IX – Electrical	7/28/04	8 a.m. – 5 p.m.

Prospective Bidders are required to attend and participate in the conference. All prospective Bidders must sign in by name of attendee and business represented. Only Bids from Bidders in attendance at the pre-bid conference will be opened. All others will be considered non-responsive.

ARTICLE 21 - RETAINAGE AND PROGRESS PAYMENTS

21.1 Provisions concerning retainage and progress payments are set forth in the Agreement.

21.2 Retainages and progress payments will be in accordance with State of Michigan Act 524 of the Public Acts of 1980. A copy of Act 524 is attached as Section 00824 – Retainage and Progress Payments.

END OF SECTION