

## INSTRUCTIONS TO BIDDERS

### PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Legal Notice.
- 1.2 Each bid shall contain the full name and address of each person or company interested, the bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied, by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw its bid prior to the opening of bids, it shall state its purpose in writing to the Owner before the time fixed for the opening, and when reached the bid shall be handed to the bidder unread.
- 1.9 After the opening of bids, no Bidder may withdraw its bid for a period of 60 days.

### PART 2 EXAMINATION OF CONTRACT DOCUMENTS

- 2.1 Before submitting a bid, each Bidder must
  - A. Examine the Contract Documents thoroughly;
  - B. Visit the site to familiarize one's self with local conditions that may in any manner affect cost; progress, or performance of the work.
  - C. Familiarize one's self with Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and
  - D. Study and carefully correlate Bidder's observations with the Contract Documents.
- 2.2 It is the responsibility of the Bidder to promptly notify the Engineer of all conflicts, errors, ambiguities, or discrepancies that the bidder has discovered in or between the Contract Documents and such other related documents and/or site conditions.
- 2.3 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are neither guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting his bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contracts Documents.
- 2.4 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for its bid.

- 2.5 The lands upon which the work is to be performed rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the drawings.
- 2.6 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 2.7 All questions about the meaning or intent of the Bidding and Contract Documents are to be directed to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than 7 days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the Bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 Unless otherwise specified the contract quantities where itemized, are based on plan horizontal and vertical dimensions. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in his ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the scheduled quantities of work to be done and materials to be furnished for items labeled as "Contingency" may be increased or diminished by any amount and the awarded quantity of all other items may be increased or diminished up to 15% without invalidating the bid unit prices.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

### PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide information relating to similar projects completed within the past 5 years and shall include a list of projects currently under construction including status and contact person. Bidders experience shall demonstrate capabilities to undertake this type of project in both size and scope.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require the same or similar information on any or all subcontractors proposed by the Bidder.
- 4.5 The Contractor and all Sub-Contractors shall complete the enclosed Responsible Contractor Checklist. Failure to accurately complete the form may result in disqualification of the bid.
- 4.6 The Bidder shall have a valid current license from the Lake County Department of Utilities to perform water and sewer construction work in Lake County.

## PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state the appropriate contract from the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to Subcontractor shall be assumed by the owner to be performed by the Bidder.
- 5.2 The successful Bidder shall not subcontract work totaling more than 50% of the total contract.
- 5.3 The Owner reserves the right to approve all Subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed Subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its bid without sacrificing its bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.4 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.5 No contractor shall be required to employ any Subcontractor, person or organization against whom he has reasonable objection.

## PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive or conditional bids.
- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying his total bid, the "Unit Price labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 In evaluating bids, the Owner may consider:
  - A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
  - B. Financial ability and soundness of the Bidder and proposed subcontractors.
  - C. Completeness of all bid forms and bid requirements.
  - D. Alternates and unit prices requested in the Bid Forms
  - E. Unit prices or schedules of values that are or appear to be unbalanced
  - F. Previous contractual experience with the Owner.
  - G. Whether or not the bid package complies with the prescribed requirements.
  - H. Any other matter allowed by law or local ordinance or resolution
- 6.4 Owner may conduct further investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.5 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 6.6 The Contract award shall be based on the lowest and best bid for the base bid and selected alternate items (if any) for this project.

## PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid including all alternates, if any.
- 7.2 The certified or cashier's check, irrevocable letter of credit, or bid bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bid bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on his bond if a bid bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest and best Bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest and best Bidder but resubmits the project for bidding; the Bidder (and the Surety on his bond if a bid bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

## PART 8 CONTRACT BOND AND MAINTENANCE BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the owner shall require and the successful Bidder shall furnish either:
- A. "Bid Guarantee and Contract Bond" (AKA "rollover bond") per Ohio Revised Code Sections 153.54 and 153.57
- B. Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price.
- 8.2 The Contractor shall provide a maintenance bond in the amount of 10% of the final contract amount which shall cover correction of the work for a period of three years, and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.3 The bonds shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9        AWARD AND EXECUTION OF CONTRACT

- 9.1        Upon the Owner's decision to enter into a contract, the successful bidder will receive the unsigned contract documents. Within 10 days after receiving the documents, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2        The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the successful Bidder, this 60-day period may be extended.
- 9.3        The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4        The Owner shall execute and deliver to the successful Bidder two (2) sets of fully executed contract documents.

PART 10        INSURANCE

- 10.1        Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2        All insurance shall be endorsed so that it cannot be cancelled or non-renewed for any reason in less than 30 days after a written notice of such proposed action by the Insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3        The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.4        The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11        NON-COLLUSION AFFIDAVIT

- 11.1        Each bid must be accompanied by a completed Non-Collusion Affidavit provided within the contract documents.
- 11.2        Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12        DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1        Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

PART 13        ORIGINAL DOCUMENTS

- 13.1        All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies, faxed copies or e-mails of signed documents shall be accepted.

PART 14        WAGE RATES

- 14.1    The Contractor agrees that each individual employed by the Contractor or any Subcontractor engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

PART 15        EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

- 15.1    The Contractor's EEO Certification Form must be completed and submitted with the bid.