

SECTION 00200 - INSTRUCTION TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions 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.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents for the purchase sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- A. Upon written request, copies of the Bidding Drawings, in their entirety or by individual Drawing, may be obtained in electronic format from the Issuing Office for the purchase sum of \$30 per Drawing. Upon receipt of payment, Drawings will be made available in the latest version of AutoCAD and transmitted to Bidder on a CD or DVD. E-mail transfer of Bidding Drawings will not be permitted.
- 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 on the above terms 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

- A. Each Bidder shall submit to ENGINEER the following information pertaining to its financial resources, adequacy of plant and equipment, organization, prior experience and other facts, as their qualification to enter into contract with and to perform the Work for OWNER.
 - 1. Section 00110 - Contractor's Qualification Statement, including Schedules A, B, C, and D.
 - 2. Bidders must demonstrate in Schedule A, a minimum of two project experiences that are similar to or larger than this Project. Projects must be similar in nature to this Project description. Bidders who cannot demonstrate project experience of this type or size must demonstrate an experience in other types of construction projects of comparable complexity.

- a. Subcontractors, when required to be identified in the Bid, may be required to complete the Contractor's Qualification Statement for Engineered Construction, including Schedules A, B, C, and D. Subcontractor's may be required to demonstrate a project experience record as required in this Paragraph.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

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

- A. To examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents (including "technical data" referred to in Paragraphs 4.02 through 4.05, inclusive);
- B. To visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. To become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. 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;
- E. To carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- F. To obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- G. To 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;
- H. To 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;
- I. To 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 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.
- B. 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 Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions.

4.03 Underground Facilities

- A. 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 Hazardous Environmental Condition(s)

- A. The Supplementary Conditions identify:
 - 1. Those reports and drawings relating to Hazardous Environmental Condition(s) identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents are identified in Paragraph 4.06.
- B. Copies of reports and drawings referenced in Paragraph 4.04.A, that are not included with Bidding Documents, may be examined City of Flint Water Pollution Control Facility, 4652 Beecher Road, Flint MI 48532 during regular business hours. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 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 contained in such reports or shown or indicated on such drawings.
- C. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated on Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 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 mandatory Pre-Bid Conference will be held at 9:00 a.m. on June 9, 2020, at City of Flint Water Pollution Control Facility, 4652 Beecher Road, Flint MI 48532. Attendance of meeting at the site is not allowed; bidder shall attend through virtual meeting. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are required to attend and participate in the conference via Windows Teams meeting attendance. Interested parties wishing to attend the Pre-Bid meeting shall request meeting attendance information no later than 4:00 p.m on June 8, 2020 from brent.bode@tetrattech.com. The necessary login information shall then be provided. Interested bidder may schedule a tour of the Site per details provide at Pre-Bid meeting. Prospective Bidders who fail to attend and register at the meeting will be disqualified from bidding for the Work. 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 may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 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 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 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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 A Bid must be accompanied by Bid Security made payable to OWNER in an amount of five percent of Bidder's maximum Bid price and in the form of a certified check, bank check, or a Bid Bond on the form attached in Section 00430, 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 ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The

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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 seven (7) days after the Effective Date of the Agreement or 91 days 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 (7) 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, (b) Milestones (if any), and (c) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, 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 specified or described 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 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities 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 qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute. 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.
- 12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no 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 Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.
- 12.04 The manufacturers of certain equipment items are required to submit Equipment Data Sheets to ENGINEER prior to the time Bids are received. Equipment items requiring such submittals are identified in the Specifications. Failure on the part of the manufacturer to provide this information in the form and at the time prescribed in the individual Specification Sections where the equipment is described will make their equipment subject to rejection by OWNER.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from ENGINEER or Issuing Office.
- 13.02 All blanks on Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. Changes on Bid Form shall be lined-out with Bidder's initials next to the change to signify and validate change on Bid Form.
- 13.03 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 shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 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.
- 13.05 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.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on Bid Form. The official address of the joint venture must be shown below the signature.
- 13.08 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 13.03 above. State contractor license number, if any, must be shown.
- 13.09 All names shall be typed or printed in black ink below the signatures.
- 13.10 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on Bid Form.
- 13.11 The address and telephone number for communications regarding the Bid shall be shown.
- 13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on Bid Form.

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ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Lump Sum

A. Bidders shall submit a Bid on a Lump Sum basis as set forth on Bid Form.

14.02 The Bidder will complete the "EQUIPMENT EVALUATION" portion of the Bid. OWNER reserves the right to evaluate the data and prices received for the products listed. Based on the information listed on "Equipment Data Sheet" included in the appropriate Specification Section and the prices listed on Bid Form, OWNER will evaluate the product as to its long-term value. If OWNER determines that another product is desirable to OWNER, a Change Order, in accordance with Articles 10, 11, and 12 of the General Conditions, will be issued for providing the product at the differential price listed on Bid Form after the award of the Contract.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents. An unbound copy of Bid Form is to be completed and submitted with the following data:

- A. Evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract; and
- B. Required Bid Security in the form of a certified check, bank check, or a Bid Bond; and
- C. Section 00435 - A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to OWNER's office.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 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.

16.02 No Bidder may withdraw any Bid after the time stated in the Advertisement or Invitation to Bid.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated on Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also 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.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 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 on Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders, in accordance with Article 3 of this Section, and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 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 and insurance.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall 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 ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Bidder shall pay all State Sales, Use, and other Taxes that are lawfully assessed against OWNER or Bidder on materials and equipment to be incorporated in Work. Said taxes shall be included in the Contract Price. Refer to General Conditions GC 6.10.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning CONTRACTOR's retainage are set forth in Article 6 of the Agreement.

END OF SECTION

SECTION 00200 - INSTRUCTION TO BIDDERS

ARTICLE 1 - DEFINED TERMS

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ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

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- C. To become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. 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;
- E. To carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- F. To obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- G. To 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;
- H. To 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;
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Microsoft Teams Meeting Details

Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWfMOWYwYzgtOWMwMy00ZGM0LWE3YTctZWRhMTFmMDg2ZDFm%40thread.v2/0?context=%7b%22Tid%22%3a%22a40fe4ba-abc7-48fe-8792-b43889936400%22%2c%22Oid%22%3a%22c02bc6bb-ac1f-4fbd-827c-440b65f81167%22%7d

Conference Call In Number

tel:+1 213-357-2812

Conference Call In ID Number

350 870 56 #

ARTICLE 6 - SITE AND OTHER AREAS

6.01 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 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 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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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 A Bid must be accompanied by Bid Security made payable to OWNER in an amount of five percent of Bidder's maximum Bid price and in the form of a certified check, bank check, or a Bid Bond on the form attached in Section 00430, 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 ten (10) 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 seven (7) days after the Effective Date of the Agreement or 91 days 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 (7) 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, (b) Milestones (if any), and (c) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, 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 specified or described 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 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities 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

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evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute. 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.

- 12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no 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 Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.
- 12.04 The manufacturers of certain equipment items are required to submit Equipment Data Sheets to ENGINEER prior to the time Bids are received. Equipment items requiring such submittals are identified in the Specifications. Failure on the part of the manufacturer to provide this information in the form and at the time prescribed in the individual Specification Sections where the equipment is described will make their equipment subject to rejection by OWNER.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from ENGINEER or Issuing Office.
- 13.02 All blanks on Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. Changes on Bid Form shall be lined-out with Bidder's initials next to the change to signify and validate change on Bid Form.
- 13.03 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 shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 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.
- 13.05 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.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.

- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on Bid Form. The official address of the joint venture must be shown below the signature.
- 13.08 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 13.03 above. State contractor license number, if any, must be shown.
- 13.09 All names shall be typed or printed in black ink below the signatures.
- 13.10 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on Bid Form.
- 13.11 The address and telephone number for communications regarding the Bid shall be shown.
- 13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on Bid Form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Lump Sum

- A. Bidders shall submit a Bid on a Lump Sum basis as set forth on Bid Form.

14.02 The Bidder will complete the "EQUIPMENT EVALUATION" portion of the Bid. OWNER reserves the right to evaluate the data and prices received for the products listed. Based on the information listed on "Equipment Data Sheet" included in the appropriate Specification Section and the prices listed on Bid Form, OWNER will evaluate the product as to its long-term value. If OWNER determines that another product is desirable to OWNER, a Change Order, in accordance with Articles 10, 11, and 12 of the General Conditions, will be issued for providing the product at the differential price listed on Bid Form after the award of the Contract.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents. An unbound copy of Bid Form is to be completed and submitted with the following data:

- A. Evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract; and
- B. Required Bid Security in the form of a certified check, bank check, or a Bid Bond; and
- C. Section 00435 - A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a

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separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to OWNER's office.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 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.
- 16.02 No Bidder may withdraw any Bid after the time stated in the Advertisement or Invitation to Bid.

ARTICLE 17 - OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated on Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

- 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also 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.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 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 on Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders, in accordance with Article 3 of this Section, and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 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 and insurance.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall 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 ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Bidder shall pay all State Sales, Use, and other Taxes that are lawfully assessed against OWNER or Bidder on materials and equipment to be incorporated in Work. Said taxes shall be included in the Contract Price. Refer to General Conditions GC 6.10.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning CONTRACTOR's retainage are set forth in Article 6 of the Agreement.

END OF SECTION