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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700) have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 Bidder- one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2 Bidding Documents - the Bidding Documents consist of the Invitation to Bid, Instruction to Bidders, Bid Form, Bid Bond, Agreement Form, Construction Bond Forms, General Conditions, Supplementary Conditions, Technical Specifications and all addenda issued prior to the receipt of bids.
- 1.3 Successful Bidder - the responsible and responsive Bidder selected by Owner (on the basis of Owner's evaluation as hereinafter provided) to perform the Work for the Project.

2. COPIES OF THE BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents are available at no cost via the PennBid Program. (<https://pennbid.net>).
- 2.2 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.
- 2.3 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.

3. QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions) Each Bid must contain 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.

- 3.2 The Owner reserves the right to reject any Bid if such data and information indicates, in the opinion of the Owner, that the Contractor is not properly qualified.

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);
- 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 finishing of the Work;
- 4.1.3 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or finishing of the Work.
- 4.1.4 To study and carefully correlate Bidder's observations with the Contract Documents and such other related documents.
- 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.
- 4.2 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work 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.
- 4.2 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

- 4.4 Reference is made to the Supplementary Conditions for the identification of the general nature of work 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 (other than portions thereof related to price) for such work.
- 4.5 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.
- 4.6 The provisions of 4.1 through 4.5, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive material covered by Paragraph 4.06 of the General Conditions.

5. PRE-BID MEETING

There will not be a Pre-Bid Meeting. Bidders are encouraged to visit the site prior to submitting a Bid. Contact the Township office to coordinate a site visit.

6. AVAILABILITY OF LANDS FOR WORK, etc.

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 or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

7. INTERPRETATIONS AND ADDENDA

- 7.1 Bidder shall submit all questions about the meaning or intent of the Bidding Documents via the "Clarifications" feature in PennBid no later than fourteen (14) days prior to the date for receipt of bids. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda via PennBid. **RFP's must be received by September 11, 2023 by 4:00 p.m.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Receipt of each Addendum shall be acknowledged and a signed copy shall be included with the Bid.
- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

8. BID SECURITY

- 8.1 Each Bid must be accompanied by Bid security in an amount of ten percent of the Bidder's base Bid price and in the form of a certified good faith check made payable to Owner, cash or a Bid Bond issued by a Surety authorized to do business in the Commonwealth and meeting the requirements of Paragraph 5.01 of the General Conditions.

9. CONTRACT TIME

The Work is to be substantially completed within 180 calendar days of being issued the Notice to Proceed as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment within 210 days of being issued the Notice to Proceed in accordance with paragraph 14.07 of the General Conditions.

10. LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence for this Agreement and that all work must be completed within the times specified in paragraph 9 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) **Contractor shall pay Owner Five-Hundred and 00/100 dollars (\$500.00) for each day that expires after the time and dates specified in paragraph 9 (above) for Substantial Completion** of the total project and designated portions of the Project until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Three-Hundred and 00/100 dollars (\$300.00) for each day that expires after the time specified in paragraph 9 (above) for completion and readiness for final payment.

11. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. 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 be considered by the Engineer. A Prime Bidder seeking pre-bid acceptance of substitute products, which he believes to be equal to those specified, shall submit his written request for such substitutions to the Engineer.

Such requests must be received by the Engineer at least **fourteen (14) days** prior to the Bid opening date. If the Engineer accepts such substitute items, acceptance will be evidenced by written Addenda promulgated by the Engineer and sent to all prospective Prime Bidders of whom he has record. It will be the obligation of the Prime Bidder to inform the subcontractor or supplier of the issuance of such Addenda. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements.

## 12. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.1 If the Owner requests the identity of any Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven 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 qualification for each such Subcontractor, Supplier, person or organization if requested by Owner.
- 12.2 The Owner reserves the right to reject any Subcontractor if such data and information indicates, in the opinion of the Owner, that the Subcontractor is not properly qualified.
- 12.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## 13. BID FORM

- 13.1 The Bid Form is included with the Bidding Documents for Reference. Bidders shall complete the electronic bid form within PennBid ("RESPONSE" tab), inclusive of all pricing items and required supporting documents as identified.
- 13.2 All blanks on the Bid Form must be completed in ink or by typewriter.
- 13.3 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 and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 13.4 Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.5 All names and titles must be typed or printed below the signature.
- 13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

- 13.7 The address and telephone number for communications regarding the bid must be shown.
- 13.8 Bids shall include sales tax and all other applicable taxes and fees.
- 13.9 All total costs listed shall include the costs for complete construction and/or installation of each item listed.
- 13.10 All excavation shall be bid as unclassified. There is no "rock clause" to be included as part of this bid and/or contract.
- 13.11 All wages paid for work performed as part of this project shall be paid in accordance with the attached Prevailing Wage Schedule.
- 14. SUBMISSION OF BIDS
  - 14.1 Bids shall be submitted online via the PennBid Program (<https://pennbid.net>) by the date and time indicated in the Invitation for Bids along with the Bid security and the other documents required to be submitted as identified herein.
  - 14.2 Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Form and the Bid Bond. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.
- 15. MODIFICATION AND WITHDRAWAL OF BIDS
  - 15.1 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 Bid Opening date and time.
  - 15.2 If, within twenty-four 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 performed under the Contract Documents.
- 16. OPENING OF BIDS

A summary of bids received will be displayed on PennBid immediately after bid opening.

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will be firm and binding and remain subject to acceptance for sixty calendar days after the Bid Opening date and time, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

18. AWARD OF CONTRACT

- 18.1 Owner reserves the right to reject any and all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, 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 Owner. Owner also reserves the right to waive any and all informalities not involving price, time or changes in the Work and to negotiate with any Bidder. Discrepancies between 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 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.
- 18.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, 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.
- 18.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 18.4 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 Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.



18.5 Within 10 days of receiving the Notice of Intent to Award, the Contractor shall provide the Owner with an executed Performance Bond and a Payment Bond and a Certificate of Insurance as required by the General Conditions.

18.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

18.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty calendar days after the Bid Opening date and time.

## 19. CONTRACT SECURITY

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment bonds when required.

## 20. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor 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 Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

## 21. RETAINAGE

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF INSTRUCTIONS TO BIDDERS