

INSTRUCTIONS TO BIDDERS

1. Defined Terms -- Terms used in these Instructions to Bidders are as defined in the General Conditions.
2. Qualifications of Bidders -- To demonstrate his qualifications for the Project, each Bidder must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth by the Owner, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.
3. Examination of Contract Documents and Site --
 - 3.1 Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect the performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.
 - 3.2 Reference is made to the surveys and investigation reports of subsurface or latent physical conditions of the site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparing drawings and specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.
 - 3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3.
4. Interpretation -- All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Engineer. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received Bidding Documents. Questions received less than five (5) calendar days prior to the date for opening of 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.
5. Bid Security -- The amount and type of Bid Security is stated in the Notice to Bidders. The required security must be in the form of a certified or bank cashier's check made payable to the Owner, or a Bid Bond issued by a Surety licensed to conduct business in the state where the Project is located.

The Bid Security of the successful Bidder will be retained until he has executed the

Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute the Agreement and furnish the Contract Security, his Bid Security will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award, may be retained by the Owner until earlier of seven (7) calendar days after the Agreement is executed and the required Contract Security is furnished, or the sixty-first (61st) calendar day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

6. Contract Time -- The number of calendar days for the completion of Work (the Contract Time) is set forth in the Bid Form and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

7. Subcontractors, etc. --

- 7.1 If the Supplementary Conditions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to the Owner in advance of the Notice to Award, the apparent low Bidder, and any other Bidder so requested, will, within seven (7) days after the day of the Bid opening, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for these portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications for each Subcontractor, person and organization as requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, or other person or organization, he may, before giving Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of the Award, will be deemed acceptable to the Owner and Engineer.

- 7.2 In contracts where the Contract Price is on the basis of the Cost of Work Plus a Fee, Contractor, prior to the Notice to Award, must identify in writing to Owner those portions of the Work that he proposed to subcontract and after the Notice to Award may only subcontract other portions of the Work with Owner's written consent.

- 7.3 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

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8. Bid Form --

- 8.1 The Bid Form is included in the Contract Documents; additional copies may

be obtained from the Engineer.

- 8.2 Bid Forms must be completed in ink or by typewriter. The Bid Price of each item on the Form must be stated in numerals.
- 8.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer, accompanied by evidence of authority to sign), and 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.
- 8.4 Bids by partnerships must be executed in the partnership name and signed by a partner; his title must appear under his signature, and the official address of the partnership must be shown below the signatures.
- 8.5 All names must be typed or printed below the signature.
- 8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
9. Submission of Bids -- Bids shall be submitted at the time and place indicated, in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, and accompanied by the Bid Security and other required documents.
10. Modifications and Withdrawal of Bids -- 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 the Bids are to be submitted at any time prior to the opening of Bids.
11. Opening of Bids -- Bids will be opened as indicated in the Notice to Bidders.
12. Bids to Remain Open -- All Bids shall remain open for sixty (60) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.
13. Award of Contract --
 - 13.1 Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

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- 13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested by the Bid Forms. He may consider the qualifications and experience of Subcontractors and other persons and

organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions and Specifications. He may conduct such investigations as he deems necessary 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 the Owner's satisfaction, within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 13.3 If a Contract is to be awarded, it will be awarded to the lowest and best Bidder whose evaluation by Owner indicated to Owner that the award will be in the best interests of the Project.
- 13.4 If the Contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.
- 13.5 Simultaneously, with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver to owner the required Contract Security.