

SECTION 7

CONTRACT DOCUMENTS

7.1 Instructions to Bidders: Instructions to Bidders in the form recommended by the Engineers Joint Contract Documents Committee will be used on all road construction and storm drainage projects constructed under contract with Richland County. An acceptable version of this document may be found at page 2.

7.2 Standard General Conditions: The Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (EJCDC No. 1910-8)(Latest Edition) will be used on all road construction and storm drainage projects constructed under contract with Richland County.

7.3 Supplementary Conditions: The supplementary conditions as recommended by the Engineer's Joint Document Committee, will be used on all road construction and storm drainage projects constructed under contract with Richland County.

7.3 Application for Partial Payment: The standard Application for Partial Payment form found at page 12 and 13 will be used on all road construction and storm drainage projects constructed under contract with Richland County. This form may be obtained in digital form as a Microsoft Excel spreadsheet from the County Engineer's office.

7.4 Change Order Form: The standard change order form found at page 10 and 11 will be used to process all change orders on all road construction and drainage projects constructed under contract with Richland County. This form may be obtained in digital form as a Microsoft Excel spreadsheet from the County Engineer's office.

7.5 Standard Construction Contract: The Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price as prepared by the Engineers Joint Document Committee (EJCDC No. 1910-8-A-1)(Latest Edition) will be used on all road construction and storm drainage projects constructed under contract with Richland County.

7.6 Bonds: Performance bonds and payment bonds will be provided on the forms prepared by the Engineer's Joint Contract Document Committee (EJCDC No. 1910-28-A and No. 1910-28-B respectively) on all road construction and storm drainage projects constructed under contract with Richland County.

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INSTRUCTIONS TO BIDDERS

1. ***Defined Terms.***

1.1 Terms used in these Instructions to Bidders which are defined in the Standard General conditions of The Construction Contract (No. 1910-8, 1983 ed.) have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

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 or Invitation to Bid may be obtained from Engineer. The deposit will be refunded to document holders of record who return the Bidding Documents in good condition within thirty days after opening of Bids.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume 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. ***Qualification 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.

4. ***Examination of Contract Documents and Site.***

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, © consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder’s observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not *upon* non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which 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 the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. 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 Paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents with respect to 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 or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional 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 and 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.

4.6 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 condition upon completion of such explorations.

4.7 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 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.

4.8 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 such means, methods, techniques, sequences or procedures of constructions as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

5. ***Interpretations and Addenda.***

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. 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 formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner and Engineer.

6. ***Bid Security.***

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen 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 seventh day after the Effective Date of the Agreement or the forty-sixth 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 seven days after the Bid opening.

7. ***Contract Time.***

7.1 The numbers 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 Time) are set forth in the Bid Form and the Agreement.

8. ***Liquidated Damages.***

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. ***Substitute or “Or-Equal” Items.***

9.1 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 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 Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

10. ***Subcontractors, Suppliers and Others***

10.1 In contracts where the Contract Price is on the basis of Cost-of-the Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner’s written consent.

10.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. ***Bid Form.***

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office).

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 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.

11.4 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 shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

11.8 Executed Drug Free Workplace Act Statement and Statement of Assurances, Compliance and Non-collusion must be submitted with the bid on the forms provided along with the bid form.

12. *Submission of Bids.*

12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the 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.

13. *Modification and Withdrawal of Bids.*

13.1 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.

13.2 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 provided under the Contract Documents.

14. *Opening of Bids.*

14.1 Bids will be opened 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.

15. *Bids to Remain Subject to Acceptance.*

15.1 All Bids will remain subject to acceptance for forty-five 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 this date.

16. *Award of Contract.*

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right 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. 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.

16.2 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.

16.3 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 also may 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.

16.4 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.

16.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates that the award will be in the best interest of the Project.

16.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.

17. *Contract Security.*

17.1 Paragraph 5.1 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.

18. ***Signing the Agreement.***

18.1 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 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.

19. ***Prebid Conference.***

19.1 A prebid conference will be held at _____ on the __ day of _____ at **Richland County Procurement Department**. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

CHANGE TO CONTRACT VALUE:

Original Contract Price: _____

Current Contract Price adjusted by previous change orders: _____

The contract price will be
increased by: _____
decreased by: _____
due to this change

The new Contract Price (including this change order) will be: #VALUE!

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased / decreased by: _____ Calendar Days

The new date for completion of all work will be:

Requested By: _____ Date: _____

Recommended By (Engineer): _____ Date: _____

Recommended By (COR for Richland Co.): _____ Date: _____

Accepted By (Contractor): _____ Date: _____

Accepted By (Richland County): _____ Date: _____

APPLICATION FOR PARTIAL PAYMENT NO.: _____



SUBMITTED BY: _____

TO: Richland County Finance Department

PROJECT: _____

OWNER'S PROJECT NO.: _____

ANALYSIS OF WORK PERFORMED FROM _____ TO _____

A.	Original Contract Amount	_____
	Amount decreased by C. O.	_____
	Amount increased by C. O.	_____
	Adjusted contract amount	\$ _____ -
B.	Extra work not included in A	_____
C.	Subtotal line A and B	\$ _____ -
D.	Total amount of work completed to date	\$ _____ -
E.	Less 10 % Retainage	\$ _____ -
F.	Subtotal line D and E	\$ _____ -
G.	Material stored on job site	_____
H.	Subtotal line F and G	\$ _____ -
I.	Less previous payments	_____
J.	Amount due this application	\$ _____ -

CERTIFIED CORRECT

RECOMMENDED FOR PAYMENT

COR: _____

TITLE: _____

BY: _____

DATE: _____

TITLE: _____

DATE: _____

APPROVED FOR PAYMENT

ENGINEER'S APPROVAL

BY: _____

TITLE: _____

DATE: _____

DATE: _____

