

## SECTION 2

### **PROPOSAL REQUIREMENTS AND CONDITIONS**

#### **2.01 GENERAL QUALIFICATIONS OF BIDDERS:**

All bidders acknowledge that a bidder's financial stability, its ability to furnish the necessary equipment and materials throughout the project, and the knowledge, training, and experience of its employees are important to prevent interruption of service and inconvenience to Owner, to protect the environment and public health, and to ensure completion of a quality product in the allotted time.

Bidders shall be licensed as Contractors when required by law, and shall have appropriate specialty designation(s) if required for the project.

Each bidder must be able to submit proof that bidder as an entity [whether the bidder is a person, corporation, partnership, firm, company, or other entity] as well as bidder's supervisory employees [including project superintendent, project manager, and forepersons] have had a minimum of two (2) years' experience immediately preceding the submission of the bid, performing work of a similar scope and complexity. Bidder must be able to present proof that Bidder and its supervisory employees completed this similar work in a satisfactory and safe manner.

Each bidder acknowledges that failure to present proof that Bidder as an entity and Bidder's supervisory employees have satisfactorily performed similar work for at least two (2) years immediately preceding the submission of this bid shall result in rejection of bid.

Each bidder must be able to furnish proof that it owns, or has in its possession and control, appropriate and sufficient equipment to properly and efficiently perform all work required under this contract.

#### **2.02 CONTENTS OF PROPOSAL FORMS:**

The Owner will furnish to Bidders, Specifications containing a blank Proposal Form showing description of the Work contemplated, the approximate estimate of the various quantities of the

pay items of the Work to be performed and materials to be furnished, the amount of the Proposal Guaranty, and the date, time, and place of opening of Proposals, and the time in which the Work must be completed. All papers bound with or attached to the Proposal Form are a necessary part thereof and must not be detached or altered.

#### **Failure to submit a subcontracting plan will result in your bid being considered non-responsive.**

All bidders shall submit a plan for the use of small and small disadvantaged businesses as subcontractors. The form provided with the Proposal shall be used for this purpose.

#### **2.03 INTERPRETATION OF APPROXIMATE ESTIMATES:**

Although the estimate of quantities of work listed in the Proposal Form are the results of calculations made from field surveys or other available information, they are to be considered as only approximate estimates of the quantities of the different pay items and are to be used only as a basis for comparing bids for awarding the Contract.

Such quantities, including the classification thereof, may or may not be representative of the actual conditions encountered during construction and the Owner does not guarantee that the approximate quantities given will hold strictly in the construction of the Work.

Final payment to the Contractor will be made for only the actual quantities of the respective pay items of the Work performed, at the Contract unit prices bid in the Proposal, in accordance with the Plans and Specifications, as finally determined from actual measurements made during the progress or after completion of the Work, and if, upon completion of the Work, the actual quantities of the respective pay items performed shall be more or less than the quantities estimated in the Proposal, the Contract unit prices bid in the Proposal will still prevail, except as otherwise hereinafter provided.

**2.04 EXAMINATION OF PLANS AND SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK:**

All Bidders are required to examine carefully the site of the proposed Work, the Proposal Form, Plans, General Conditions, Standard Specifications, Supplemental Specifications, Special Provisions, and the Contract and Bond Forms, and it is mutually agreed that the submission of a Proposal shall be

prima-facie evidence that the Bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of Plans, General Conditions, Standard Specifications, Supplemental Specifications, Special Provisions, Contract and Bonds, and as to the contingencies. Bidders shall satisfy themselves that the Work can be completed within the time set forth in the Contract. Bidders shall also familiarize themselves with and shall comply with the requirements of all federal, state, and local laws and ordinances which may directly or indirectly affect the Work or its prosecution, persons engaged in or employed on the Work, and the materials or equipment used in the Work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

**2.05 PREPARATION OF PROPOSAL:**

The Bidder's Proposal must be submitted on the Proposal Form furnished him by the Owner.

The Bidder must specify, with figures, a unit price for each of the separate items for which a quantity is given in the Proposal Form (except when alternate bids are called for on items) and shall show the products of the respective unit prices and the estimated quantities in the columns provided for that purpose, as well as the gross sum for which he will perform all of the estimated work required by these Standard Specifications, Supplemental Specifications, Special Provisions, and the Plans. The Engineer will check the gross sum given in the Proposal, and in case of error or discrepancy, the gross sum obtained by adding the products of the unit prices and the various estimated quantities listed in the Proposal shall prevail and this shall be the Contract Bid Price. The Proposal shall be properly signed by the Bidder.

**2.06 IRREGULAR PROPOSALS:**

Proposals may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures or irregularities of any kind. Proposals in which the unit or lump sum prices bid are obviously unbalanced may be rejected.

No alteration of the terms and conditions of the sealed bid which are written upon or appended to the outside of the bid will be accepted or considered.

**2.07 PROPOSAL GUARANTY:**

No Proposal will be considered unless accompanied by a properly certified check or bid bond made payable to the Owner in the amount indicated in the Invitation for Bids. Cashier's checks will not be accepted in lieu thereof. The full amount of the Proposal Guaranty of a Bidder whose Proposal is accepted shall be forfeited to the Owner, in liquidation of damages, in the event of failure of the Bidder to execute Contract and Contract Bonds as stipulated herein.

**2.08 DELIVERY OF PROPOSALS:**

Each Proposal shall be placed, together with the Proposal Guaranty, in a sealed envelope, on the outside of which is written in large letters "Proposal for (Name of Project)" and so marked as to indicate the Project and the name of the Bidder, and the Bidder General Contractor's license number (where applicable). Proposals may be delivered in person or by mail. When sent by mail, preferably registered, the sealed Proposal, marked as indicated above, shall be enclosed in another envelope for mailing. Proposals will be received by the Owner until the hour of the date set in the Invitation for Bids for the opening thereof. No Proposal will be accepted or considered which has not been received prior to the hour of the opening date.

**2.09 WITHDRAWAL OR REVISION OF PROPOSAL:**

A Proposal may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for opening of Proposals, provided a request in writing executed by the Bidder or his duly authorized representative is filed with the Owner prior to that time. When such Proposal is reached, it will be returned to the Bidder unopened. No Proposal can be withdrawn, modified or corrected after the hour set for opening such Proposals. Proposals received after the hour set for opening will be returned unopened.

**2.10 OPENING OF PROPOSALS:**

Proposals will be opened and read publicly, except when directed otherwise by the Owner, at the time and place indicated in the Invitation for Bids. Bidders or their authorized representative are invited to be present at public opening of bids.

**2.11 DISQUALIFICATION OF BIDDERS:**

If there is reason to believe that collusion exists among the Bidders, any or all Proposals may be rejected, and participants in such collusion may not be considered in future Proposals for the same work.

**2.12 LIQUIDATED DAMAGES:**

Time is an essential element in the Contract. As the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the Work be pressed vigorously to completion. Also, the cost to the Owner for the administration of the Contract, observation, and engineering for the Work under construction will be increased if the time occupied in the Work is lengthened. Therefore, for each day that the Work remains uncompleted after the time specified in the Contract, or additional time that may be allowed by the Owner for the completion of the Work when extra or additional work is ordered by the Owner, the amount specified in the Contract shall be paid by the Contractor to the Owner as liquidated damages for the loss sustained by the Owner because of failure of the Contractor to complete the Work within the specified time. Liquidated damages will be deducted from partial payments otherwise due the Contractor. The amount of liquidated damages shall be the amount set forth in the Contract.

END OF SECTION