

## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1 -- DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders, which are defined in the General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions.
- A. Bidder: The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.
  - B. Successful Bidder: The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Owner, (on the basis of the Owner's evaluation as hereinafter provided), makes an award.
  - C. Bidding Documents: 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).

### **ARTICLE 2 -- COPIES OF BIDDING DOCUMENTS**

- 2.01 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 the Owner. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in an unmarked and good condition to the Owner within thirty (30) days after opening of Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids. Neither the Owner, nor Owner, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The Owner and Owner, 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.

### **ARTICLE 3 -- QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate qualifications to perform the Work, within five (5) days of the Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments and other such data, as may be called for below (or in the Supplementary Conditions).

- A. Successful Bidder submits to the Owner evidence of the Bidder's qualifications to do business in the state of Wyoming, prior to Notice of Award.
- B. Successful Bidder submits to Owner a list of all Subcontractors, Suppliers and others who must be identified for acceptance by Owner and Owner prior to Notice of Award.

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

##### **4.01 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, which have been utilized by the Owner in preparation of 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), which have been utilized by the Owner in preparation of the Bidding Documents.~~
- ~~B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by the 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 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretations or conclusions Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.~~

##### **4.02 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 the Owner and Owner by owners of such Underground Facilities or others, and the Owner and Owner do not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.~~

##### **4.03 Hazardous Environmental Conditions**

- ~~A. The Supplementary Conditions identify:~~

- ~~1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site, which have been utilized by the Owner in preparation of 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), which have been utilized by the Owner in preparation of the Bidding Documents.~~
- ~~B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by the 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 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretations or conclusions Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.~~
- ~~4.04 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. 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 in the Drawing 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 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies, as Bidder deems necessary, for submission of a Bid. Bidder shall fill and compact all holes, clean up, and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other 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 contemplated by these Bidding Documents. 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 other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. 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. 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. ~~carefully study all: (1) 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 (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;~~
- E. obtain and carefully study (or accept consequences of not 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 procedure of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. 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(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. 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. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
  - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the 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 or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 There will not be a pre-bid conference but you may tour the site at any time and review it with Randy Gill by calling 283-2181.**
- 5.02 Representatives of the Owner will be present to discuss the Project by appointment. Bidders are **encouraged** to review the site. .

#### **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01** The Site is identified in the Bidding Documents. ~~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. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work may be obtained upon written request of the Owner.~~

#### **6.02 ARTICLE 7 -- INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Fair Board in writing. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than five (5) days prior

to the date for opening of Bids may not be answered. Oral and other interpretations or clarifications will be without legal effect.

## **ARTICLE 8 -- BID SECURITY**

8.01 ~~A Bid must be accompanied by Bid security made payable to the Owner in the amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond, issued by a surety meeting the requirements of paragraph 5.01 and 5.02 of the General Conditions.~~

8.02 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 fifteen (15) days after the Notice of Award and the Bid Security of the Bidder will be forfeited.

The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seven days after the Effective Date of the Agreement, or sixty (60) 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 TIME**

9.01 The numbers of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment, are set forth in the Bid Form and the Agreement.

## **ARTICLE 10 -- LIQUIDATED DAMAGES**

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

## **ARTICLE 11 -- SUBSTITUTE OR "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 or those in the substitute or "or-equal" materials and equipment approved by Owner, and identified by Addendum. The materials and equipment described in the Bidding Documents established a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Owner as a substitute or "or-equal" unless written request for

approval has been submitted by Bidder and has been received by Owner as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Owner at least fifteen (15) days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner’s decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approval made in any other manner.

## **ARTICLE 12 -- WYOMING PREFERENCE, SUBCONTRACTORS**

- 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 Owner, 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, without an increase in the Bid.
- 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 Subcontractor, Supplier, 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 Owner make no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner or Owner 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 A five percent (5%) preferential treatment shall be given to all Bids submitted by Wyoming Bidders, except when the funding source for the project does not allow. The Contract shall be let to the responsible Wyoming resident making the lowest Bid; if, after adding five percent (5%) to the lowest responsible non-resident’s Bid, the Wyoming residents Bid is less. Wyoming Bidders shall attach a copy of their Certificate of Residency to their bid.

- 12.05 A successful resident Bidder shall not subcontract more than twenty percent (20%) of the work covered by his Contract to non-resident Contractors. Documentation shall be submitted with the executed Agreement.
- 12.06 Resident Wyoming laborers, workmen and mechanics shall be used upon all Work whenever possible, and any Contract let shall so provide, as required by the Wyoming Statutes cited below.

W.S. 16-6-201 Short Title

This act [W.S. 16-6-201 through W.S. 16-6-206] may be cited as the "Wyoming Preference Act of 1971". (Laws 1971, ch. 207, 1, W.S. 1957, 9-680.1; W.S. 1977, 9-8-401; Laws 1982, ch. 62, 3.).

W.S. 16-6-202. Definitions.

- a) As used in this act [W.S. 16-6-201 through 16-6-206]:
- (i) "Laborer" means a person employed to perform unskilled or skilled manual labor for wages in any capacity and does not include independent contractors;
  - (ii) "Resident" includes any person who is a citizen of the United States and has resided in the state of Wyoming for at least one (1) year immediately preceding his application for unemployment;
  - (iii) "Wages" means a payment of money for labor or services according to a contract or any hourly, daily or piece-work basis;
  - (iv) "This act" means W.S. 16-6-201 through 16-6-206. (Laws 1971, ch. 207, 2; W.S. 1957, 9-680.2; W.S. 1977, 9-8-402; Laws 1982, ch. 62, 3. Laws 1983, ch. 125, 1.)

W.S. 16-6-203. Required resident labor on public works projects; exception; list of residents.

Every person who is charged with the duty of construction, reconstructing, improving, enlarging, altering or repairing any public works project or improvement for the state or any political subdivision, municipal corporation, or other governmental unit, shall employ only Wyoming laborers on the project or improvement. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for the employment from within the state or are not qualified to perform the work involved. The state employment office nearest the proposed contract or construction site shall maintain a list of laborers, classified by skills, who are residents and are available for employment. When

the nearest state employment office is unable to provide the requested number of laborers from its own list, it shall immediately contact other state employment offices and request the names of other available laborers. Every person required to employ Wyoming laborers shall inform the nearest state employment office of his employment needs.

If the state employment office certifies that the person's need for laborers cannot be filled for those listed as of the date the information is filed, then the person may employ other than Wyoming laborers. (Laws 1971, ch. 207, 3; W.S. 1957, 9-680.3; W.S. 1977, 9-8-403; Laws 1982, ch. 62, 3.)

W.S. 16-6-204. Employees not covered by provisions.

All other employees of the contractor or subcontractor, other than laborers as defined by this act [W.S. 16-6-201 through 16-6-206], are not covered by this act. (Laws 1971, ch. 207, 4; W.S. 1957, 9-680.4; W.S. 1977, 9-8-404; Laws 1982, ch. 62, 3.)

W.S. 16-6-205. Enforcement.

This Act [W.S. 16-6-201 through 16-6-206] shall not be enforced in a manner, which conflicts with any federal statutes or rules and regulations. (Laws 1971, ch. 207, 5; W.S. 1957, 9-680.5; W.S. 1977, 9-8-405; Laws 1982, ch 62, 3.)

W.S. 16-6-206. Failure to employ state laborers; penalty.

A person who willfully or intentionally fails to use Wyoming laborers as required in this act [W.S. 16-6-201 through 16-6-206] is guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than thirty (30) days. Each separate case of failure to employ Wyoming laborers on public works projects constitutes a separate offense. (Laws 1983, ch. 125, 1.)

- 12.07 Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied, or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents: Additional copies may be obtained from the Owner.
- 13.02 All blanks on the Bid Form must be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid

item, alternative, adjustment unit price item, and unit price item] listed therein, or the word “No Bid,” “No Change,” or “Not Applicable” entered.

- 13.03 Bids by corporations shall be executed in the corporate name by the president or vice-president, or other corporate officer accompanied by evidence of authority to sign. 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.
- 13.04 Bids by partnerships must 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 shall be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 All names must be typed or printed below the signature.
- 13.08 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 13.09 The address and telephone number for communications regarding the Bid must be shown.
- 13.10 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 contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

- 14.01 Lump Sum
  - A. Bidders shall submit a Bid on a lump sum basis for the Base Bid Work and the Additive Alternates listed in the Bid schedule.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

## **ARTICLE 15 – SUBMITTAL OF BIDS**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid Security.
- 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 the 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". The entire Project Manual does **not** have to be submitted.

## **ARTICLE 16 -- MODIFICATION AND WITHDRAWAL OF BIDS**

- 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.

## **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 in the Bid Form, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any and all Bids, including without limitations, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder. 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 change 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 in the Bid Form or prior to the Notice of Award. The Owner will consider Bids irregular, and intends to reject them for any of the following substantial reasons:

- A. Bid Proposal not received prior to the specified deadline.
- B. Unsigned Bid Proposals.
- C. Bid Proposals which have items omitted by the Bidder.
- D. Post Bid monetary modification of Bid Proposals due to provable mistakes of fact.
- E. Post bid refusal to submit to specified bidding requirements, such as: MBE requirements, Subcontractor listing, etc.
- F. Altering a Bid as to specified time of commencement or completion of Work.
- G. Bid Proposal not accompanied by a security of character indicated or of an amount less than indicated.
- H. If the Bid Proposal is on a form other than that furnished by the Owner, or if the form is altered.
- I. If there are unauthorized additions, conditional, or alternate Bids, or discrepancies of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its' meaning.
- J. If the Bidder adds any provisions, reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
- K. If the Bid Proposal does not contain a unit price for each pay item listed.
- L. If the Bid Proposal contains any erasure or alteration of written words or figures of unit prices not initialed in ink by the Bidder.
- M. Submitting more than one Bid.

The Owner will consider Bids informal, but does not intend to reject them for the following minor reasons:

- A. Omission of dates when signed, or title of person signing.
- B. Failure to acknowledge an addendum, which does not affect quantity, quality, time, or price.
- C. Submission of a Bid in an unsealed envelope.
- D. Unit price Bid Proposals that include reconcilable arithmetic errors may be corrected if it does not change the unit price.
- E. Lump sum Bid Proposals which include reconcilable arithmetic errors may be corrected, if it does not change the amount on which the award will be based.

19.04 In evaluating Bidders, Owner may consider the qualifications of Bidders 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. The 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.

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

19.06 If the Contract is to be awarded, Owner will award to 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 the Owner, it shall be accompanied by such bonds and insurance.

## **ARTICLE 21 -- SIGNING OF AGREEMENT**

21.01 When the 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 all other Contract Documents. Within fifteen (15) 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 and a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 -- SALES AND USE TAXES**

22.01 The Contractor must pay all State Sales and Use Tax on materials and equipment to be incorporated in the Work.

22.02 The Contractor shall be properly licensed and have Mobile Machinery Stickers on all required equipment if applicable.

## **ARTICLE 23 -- RETAIN AGE**

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.