

SECTION 00 21 13**INSTRUCTION TO BIDDERS**

1. Construction Project:
 - a. The work in this contract generally includes, but is not limited to reconstructing Shirk Road starting at SR 3002 Laurel Road, continuing southerly 2,250 LF +/- to the Hartley Township line: regrade part of the road to lower the crown of a hill and fill in an adjacent sag curve, reconstruct roadside ditches, saw cut and full depth reclamation of the existing pavement and subbase, prepare & grade subbase, tack coat, place 2.5-inch thick 19.0 mm Superpave HMA base course, place 1.5-inch thick 9.5 mm Superpave HMA wearing course, maintain and protect traffic, all incidental work, restore site. A Contingent Bid item provides for base repair if needed.
2. Owner: **Hartleton Borough**
115 Catherine Street
Hartleton, PA 17764
3. Engineer: **Bassett Engineering, Inc.**
1440 Broad Street
Montoursville, PA 17754
(570) 368-2131
4. Bid Documents:
 - a. Each Bidder is responsible for detailed examination of JOBSITE, CONTRACT DRAWINGS AND CONFORMED PROJECT MANUAL AND ALL GOVERNING CODES AND ORDINANCES TO ASCERTAIN FOR HIMSELF actual existing conditions, facilities, circumstance, difficulties, restrictions, and requirements which will affect the work, and the costs involved be provided for in his proposal. (The Owner shall take the Bidders' act of submitting a proposal to mean that the Bidder has familiarized himself with the project and that any inadequate examination of Job Site, Contract Drawings, Conformed Project Manual, Codes or Regulations shall not relieve the Bidder from full performance of the work.)
 - b. The Bidding Requirements, Bid Proposal Forms, and Conformed Project Manual, and all amendments thereto, hereinafter referred to as the Standard Details, are intended to be complete and all-inclusive. Bidder shall include in his lump sum bid any and all Items required to execute and complete the project, even if not specifically mentioned in the Bidding Requirements, Bid Proposal Forms, and Conformed Project Manual.
 - c. Underground Facilities - Information and data shown or indicated in the Conformed Project Manual with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished by Owner to Engineer. Engineer does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions. Act 287 (as amended by Act 181, December 2006) the "Call Before You Dig!" Pennsylvania Law requires three (3) working days notice for Construction Phase and ten (10) working days in Design Phase. Stop! Call 1-800-242-1776.
 - d. Bidders must request clarifications and/or interpretations of Bidding Documents from the Engineer in writing a minimum of **three (3)** business days prior to the Bid Opening date. Engineer will not consider any requests received within **three (3)** business days prior to the Bid Opening date. Bidders should contact Engineer for both bid and technical questions.

- e. The Owner reserves the right to revise the Bidding Documents or the Bid Date by issuing official Addenda to all bidders during the bidding period.
 - f. Official clarification or interpretation of revisions to the Bidding Documents shall be made only by Official addenda issued to all Bidders. The Owner will not be responsible for any other clarifications or interpretations which anyone presumes to make.
 - g. Bidders' Proposals shall be based on the Conformed Project Manual as modified by Official Addenda.
5. Examination of Bidding Documents: Other Related Data and Site:
- a. Attend the mandatory Pre-Bid meetings;
 - b. Visit the site to 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 federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;
 - d. 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;
 - e. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures 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 (3) Bidder's safety precautions and programs;
 - f. Promptly notify the Engineer in writing of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Conformed Project Manual and confirm that Bidder accepts the Engineer's written resolution thereof.
6. Surface and Physical Conditions:
- a. Bidder has free access to the site to conduct such examinations, investigations, explorations, tests and studies as Bidder deems necessary for submission of a Bid. Bidder must fill all holes, clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
 - b. The Conformed Project Manual identifies the site including the lands upon which the Contractor will perform the Work, rights-of-way and easements for access thereto and other lands designated for use.
 - c. Owner will make available copies of such reports and drawings 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 the General Conditions has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

- d. 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 must fill all holes, clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
 - e. The Bidding Documents identify the site, which is defined as 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.
7. Interpretations and Addenda:
- a. Engineer will officially clarify, interpret, or revise the Conformed Project Manual only by Addenda, mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents issued to all Bidders. The Owner will not be responsible for any other clarifications or interpretations which anyone presumes to make. Only questions the Engineer has answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - b. Bidders shall base their Proposals on the Conformed Project Manual as modified by Addenda.
8. Bid Form:
- a. All bids must be submitted on forms supplied by the Engineer and shall be subject to all requirements of the Conformed Project Manual, including the product descriptions, and this INFORMATION TO BIDDERS. All bids must be regular in every respect. Bidders shall not make or include interlineations, excisions, or special conditions in the Bid Form. Bidder shall completely fill in the Bid Form, providing the required information in all blanks that apply to the Bidder's circumstances. Bidders should place a line through blanks that do not apply to the Bidder's circumstances or mark them N/A.
 - b. Bidder shall initial erasures or changes he makes to the Bid Proposal Form. Unexplained erasures or changes will be sufficient cause for Owner to reject the Bid. Omissions, deletions, alterations, qualifying conditions, items not requested, extraneous entries, or other irregularities will also be sufficient cause for Owner to reject the Bid.
 - c. Owner will not consider any verbal or telephone bid or modification.
 - d. Bidder's failure to acknowledge receipt of all Addenda will be sufficient cause for Owner to reject the Bid.
 - e. An authorized principal of the firm bidding shall manually sign the Bid Proposal Form.
 - f. Lump Sum Bid Items: Bidders shall submit a Bid on a Lump Sum basis for each item of Work listed in the Bid schedule.
 - g. Unit Price Bid Items: Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
 - h. The total of all prices will be the sum of the Lump Sum Bid Items plus, for Unit Price Bid Items, the sum of [the products of the quantity of each item] multiplied times [the corresponding unit price for that item]. The final quantities and Contract Price will be determined in accordance with the General Conditions. In the case of discrepancy between prices written in words and those written in figures, the written words will govern.
9. Bid Guarantee:
- a. Bidder shall include with each bid with a bid bond for **10 percent** of the total amount of the bid in the form of the Bid Bond, Certified Check, or Cashier's Check, made payable to the Owner of this project.

- b. Bidder shall submit such bid bond with the understanding that it guarantees that the Bidder will not withdraw his bid for a period of **sixty (60)** days after the closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal Contract with the Owner; and that in the event of his withdrawal of said bid within said period, or his failure to enter into said contract, the Bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the Bidder.
 - c. The Bid Bond of unsuccessful Bidders will be destroyed and Bidders notified electronically within 30 days following the Contract Award.
10. Bid Submission:
- a. Owner will receive Bids at the time and place that the Invitation to Bid indicates.
 - b. **Bid Documents, including the completed Bid Forms, Public Works Employment Verification Form, Bid Bond, and the Non-Collusion Affidavit shall be completed and submitted, sealed and clearly labeled with the words "Bid for Shirk Road Improvements."**
 - c. Clearly list the name of the firm bidding.
 - d. Owner may reject any bids submitted which are not in accordance with all of the Conformed Project Manual's requirements.
 - e. Each Bidder shall submit with his proposal a Bid Bond.
 - f. **Hartleton Borough** assumes no responsibility for timely delivery of mailed or shipped bids.
 - g. Bidder's submitting a Bid constitutes an incontrovertible representation that: he has complied with every requirement of this Article; his Bid is premised without exception upon performing and furnishing the Work that the Conformed Project Manual requires and applying the specific means, methods, techniques, sequences or procedures of construction that the Conformed Project Manual may show, indicate or expressly require; he has notified the Engineer in writing of all conflicts, errors, ambiguities and discrepancies that he has discovered in the Conformed Project Manual; he accepts the Engineer's written resolutions thereof; the Conformed Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
 - h. **Withdrawal of Bids:** Bidder may withdraw his Bid with a signed written request that he dispatches in time for delivery in the normal course of business to the place and time fixed for opening; provided that Bidder places said request in the mail and postmarks it prior to the time set for Bid opening. Owner will promptly return Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions.
 - i. No alternative bids will be considered.
11. Bid Opening:
- a. Owner and Engineer will OPEN BIDS publicly and read them aloud, following the receipt of bids and the close of the bidding period. If Owner awards the Contract, it will do so to a responsible Bidder based on the lowest Bid that complies with the conditions of the Invitation to Bid. Bidders and other persons properly interested may be present, in person, or be represented.
 - b. Bids received prior to the advertised hour will be securely kept and sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.
 - c. The Owner reserves the right to waive any Informality in the bidding, and to accept any bids, or to reject any or all bids, or to award the Contract to the lowest responsible

bidder. The Owner reserves the right to consider as unqualified any Bidder who does not habitually fabricate with his own forces the major portions of the type of structures that this Contract requires.

12. Bid Protest:

- a. Interested party means an actual or prospective bidder, offeror, or contractor that may be aggrieved by the solicitation or award of a contract, or by the protest. Protester means any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or the award of a contract and who files the protest. An interested party may protest to the Owner the award or the proposed award of a contract for supplies, services or construction. The protest shall be in writing and addressed to the Hartleton Borough.
Protestors shall file protests based upon alleged improprieties in any type of solicitations which are apparent before the closing date and time for the receipt of the bid. In all other cases protestors shall file bid protests not later than seven (7) calendar days after the basis for protest is known or should have been known, whichever is earlier. The term "filed" means receipt by the Owner. Owner will not consider any protest filed after the time limit prescribed above.
- b. The written protest shall include as a minimum the following:
 1. The name and address of the protester.
 2. Appropriate identification of the procurement, and, if a contract has been awarded, its number, if known.
 3. A statement of reasons for the protest.
 4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.
- c. Owner may request from the Protestor any additional information that it considers necessary in order to fully consider the protest. Within five (5) days after he receives notification, Protestor shall furnish the requested information to the Owner in order to expedite Owner's consideration. Should the Protestor fail to promptly furnish the requested information to the Owner, the Owner may resolve the protest without considering any information which is untimely filed pursuant to such request.
- d. Upon written request, the Owner shall make available to any interested party information submitted that bears on the substance of the protest, except when law or regulation otherwise permits or requires the Owner to withhold information, or when the information is proprietary.
- e. The Owner shall decide on a protest in writing as expeditiously as possible after receiving all relevant requested information.

13. Pre-Award Conditions:

- a. Owner may require Bidder to submit evidence that he has appropriate experience and financial resources available to undertake and perform the Contract properly and expeditiously, and any other information that Owner may be required to indicate his ability to fulfill the Contract.
- b. The successful Bidder shall be required to execute a Construction Contract with the Owner.
 1. Subsequent to the award and within **five (5)** business days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to

the Owner an Agreement in the form included in the Conformed Project Manual in such number of copies as the Owner may require.

2. Should the successful Bidder fail to execute such Agreement within **five (5)** business days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons the Owner determines to suffice, the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus done exceeds the amount of the Bid Bond. If the Owner receives a more favorable Bid by re-advertising, the defaulting Bidder shall have no refund claim against the Owner.
- c. Collusive Agreements
 1. Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any Bid submitted.
 2. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided.
 - d. Sales and Use Taxes: Contractor shall pay all applicable sales and compensating use taxes of the Commonwealth of Pennsylvania and of cities, townships, boroughs and counties thereof on materials to be incorporated into the Work.
 - e. If any portions of the "Information to Bidders" section are found to be in conflict with any other portions of the Specifications, then the information contained in those portions of "Information to Bidders" section shall govern.
 - f. The Bidder must comply with all Federal, State, and local Laws and regulations.
14. Subcontractors, Suppliers, and Others:
- a. If the Supplementary Conditions requests the identity of certain Subcontractors, Suppliers individuals, or entities to be submitted by Owner in advance of the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after the request 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, individuals or entities if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, individuals, or entities, either may, before the Notice of Intent to Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

- b. 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 Subcontractors, Supplies and individuals, or entities. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, individuals, or entities listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.
- c. Contractor shall not be required to employ any Subcontractor, Supplier, individuals, or entities against whom Contractor has reasonable objection.

END OF SECTION