

## INSTRUCTIONS TO BIDDERS

Bid Proposals considered must be in accordance with the following instructions:

### 1. BID PROPOSALS

Proposals must be made in strict conformity with the "Bid Proposal" provided and these Instructions to Bidders. The Bid Proposal and appropriate DBE participation forms and Bid Bond forms may be detached from the other Contract Documents and submitted. All blank spaces for bids and bid alternatives must be properly filled in (written in ink or typed). Unit prices and total prices shall be stated in figures where required. The total amounts of base bid and bid alternatives shall be stated both in writing and in figures in the proper place in the proposal form. The completed form shall be without alterations or erasures. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall complete the form of proposal as follows:

- (A) If the documents are executed by a sole proprietor, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- (B) If the documents are executed by a partnership, that fact shall be evidenced by the word "Partner" appearing after the name of the partner executing them.
- (C) If the documents are executed by a corporation, they shall be executed in the name of the corporation by either the President or the Vice President and attested by the Secretary or Assistant Secretary and its seal shall be impressed on each copy of the documents.
- (D) All signatures must be in ink and properly witnessed.

Proposals shall be addressed to the Town of Leland ("Owner") and shall be delivered or mailed to the Town of Leland, 102 Town Hall Drive, Leland, NC 28451 enclosed in a sealed envelope marked "**Bid Proposal**" and bearing the title of the work, the name and business address of the Bidder and the Bidder's contractor's license number. It shall be the responsibility of the Bidder to deliver his/her Bid Proposal to the Town of Leland prior to **2:00 pm, August 27, 2020** the announced time for the opening of bids. Later delivery of the bid for any reason shall disqualify the bid. A Bidder may withdraw a bid provided that the Bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Modification or withdrawal of bids will be acceptable only if delivered in writing (including facsimile at 910-371-1073) to the Owner prior to the time for opening of bids. Should the Bidder find discrepancies in or omissions from the drawings or Contract Documents, or should he or she be in doubt as to their meaning, he/she shall at once notify the Owner who, when necessary, will send a written instruction to all

Bidders. Neither the Owner nor its representatives will be responsible for providing any oral instruction.

**2. BID SECURITY**

Each bid shall be accompanied by a cash deposit, or a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or a duly executed bid bond in an amount equal to not less than five percent (5%) of the bid, said deposit to be retained by the Owner as liquidated damages should the successful Bidder fail to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law. Bid bonds shall be executed under seal by the Bidder and by the surety and shall be accompanied by the completed form found in this Document under "Bid Bond Forms".

**3. ADDENDA**

Any addenda to the Contract Documents issued during the time of bidding will be considered a part of the Contract Documents and will become a part of the Contract. Receipt of addenda shall be acknowledged by the Bidder on the Bid Proposal form in the space provided.

**4. CONSIDERATION OF "OR EQUAL" PRODUCTS**

Prospective Bidders desiring to furnish proposed substitute materials and products must deliver submittals for consideration by the Engineer not less than 14 calendar days after the date established for the Notice to Proceed. Submittals shall be in compliance with the Special Conditions.

**5. INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES**

An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the Proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities or work performed, or materials furnished in accordance with the Plans and Specifications calculated at the unit prices included in the bid proposal. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

**6. CANCELLATION OF AWARD**

The Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and Notice to Proceed has been issued and approved by the Owner.

**7. PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS**

The Successful Contractor shall furnish surety bonds in the form indicated in the contract documents executed by a surety company authorized to do business in North Carolina. Each such bond shall be in an amount equal to one hundred percent (100%) of the contract price. A separate security shall be provided each for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection therewith.

**8. INSURANCE**

The Bidder's attention is called to the Insurance Requirements of the Form of Agreement. The Bidder shall advise his/her insurer on the particulars of the contract insurance requirements in the Agreement and make certain that the insurer is able and willing to completely fulfill these requirements. Prior to execution of a contract, it will be necessary for the Contractor to provide an insurance certificate with the appropriate language required and the endorsements as specified, including an endorsement clearly stating that the Contractor's insurance is primary, non-contributing.

End of Instructions to Bidders