

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC

documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along

with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SUGGESTED BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

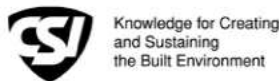
AMERICAN COUNCIL OF ENGINEERING COMPANIES
AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by
The Associated General Contractors of America



and the

Construction Specification Institute



Rural Development -- RUS Training Use Only

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723

Introduction

This Suggested Bid Form (“Bid Form”) has been prepared for use with the Owner-Contractor Agreements (“Agreements”) (Nos. C-520 or C-525, 2002 Editions), the Standard General Conditions of the Construction Contract (“General Conditions”) (No. C-700, 2002 Edition) and the Suggested Instructions to Bidders (“Instructions”) (No. C-200, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. For guidance in the preparation of Supplementary Conditions and the relationship to Instructions, see Guide to the Preparation of Supplementary Conditions (“Supplementary Conditions”) (No. C-800, 2002 Edition).

This Bid Form contains suggested language that will be applicable in most situations. However because of varying legal requirements and the wide differences between projects, a standard form has not been prepared by the Engineers Joint Contract Documents Committee. It is thought that a guidance document with suggested language for a bid form would be more beneficial to users.

Suggested provisions are accompanied by “Notes to User” to assist in selecting and preparing the Bid Form. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. The suggested language has been coordinated with the other standard forms produced by the EJCDC. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of language usage and make appropriate revisions in all affected documents.

The subject matter to be included in the Bid Form generally follows the suggestions of the Uniform Location of Subject Matter (Locator Guide), (EJCDC No. 1910-16, 1995 Edition). The Advertisement or Invitation, the Instructions to Bidders and the Bid security form, if any, and the Bid Form and any supplements (which constitute a portion of the Bidding Requirements) are not Contract Documents, unless the Bid is attached as an exhibit to the Agreement. This is for two principal reasons. First, much of their substance pertains only to relationships before the Agreement is signed and not to performance of the Work. Second, the standard form of General Conditions is applicable to negotiated as well as bid contracts. This led to the convention that the Bid itself should not ordinarily be included as one of the Contract Documents. Also, in most cases the information contained in the Bid is repeated in the Agreement or elsewhere in the Contract Documents. However, there are situations where, to avoid errors incident to rekeying, it may prove wise to attach the Bid (or a reproduced copy of it) as an exhibit to the Agreement. The likelihood of such errors increases with many unit-price bid items. The Bid should not contain basic contractual provisions since it is only an offer to perform the Work as required by and in accordance with the Contract Documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience illustrates the danger of addressing the same subject matter in more than one location since this frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the Locator Guide.

Terms used in the suggested Bid Form which are defined in the Instructions or the General Conditions have the meanings assigned to them therein.

For brevity, selected paragraphs of the General Conditions are referenced in the Notes to User with prefix “GC,” those of the Supplementary Conditions with the prefix “SC,” and those of the Instructions with the prefix “I.”

NOTES:

1. EJCDC publications may be ordered from:

NSPE headquarters
1420 King Street
Alexandria VA 22314-2715
(703) 684-2800
www.nspe.org

ASCE headquarters
1801 Alexander Bell Drive
Reston, VA 20191-4400
(800) 548-2723
www.asce.org

ACEC headquarters
1015 15th Street NW
Washington DC 20005
(202) 347-7474
www.acec.org

2. CSI publications may be obtained from:

CSI
99 Canal Center Plaza, Suite 300
Alexandria, VA 22314
(703) 684-0300
www.csinet.org

Rural Development -- RUS Training Use Only

BID FORM

[Insert Project Identification]

[Insert Contract Identification and Number]

NOTE(S) TO USER

Refer to Article 1 of General Conditions for definition of the term "Project". If applicable, also indicate designated portion of Project for which Bid is submitted.

Contract identification, including title, number and date, that appears in the other Bidding Documents is to be included in above identification.

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Further Representations.....	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion.....	5
Article 7 – Attachments To This Bid.....	6
Article 8 – Defined Terms	7
Article 9 – Bid Submittal	7

NOTE(S) TO USER

CSI MASTERFORMAT (1995 Edition) has designated Document Number 00410 for the Bid Form. Thus, if the CSI MASTERFORMAT concept is used, the first page of the Bid Form, normally the Table of Articles, will be 00410-1.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

[Insert Name and Address of Owner]

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

NOTE(S) TO USER

The party to whom the Bid is submitted should be the same as the party who will enter into the Agreement with the Successful Bidder.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

NOTE(S) TO USER

Bid acceptance periods may vary, particularly if funding agency reviews and approvals are required.

Bid acceptance periods should be coordinated with Article 2.03 of the General Conditions. See SC 2.03 for discussion.

Bid acceptance periods may also be set by statute.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

NOTE(S) TO USER

It is important that all Bidders receive and acknowledge receipt of all Addenda. To be certain that Bidders receive all Addenda, use of methods providing proof of receipt, such as courier services or return receipt requested mail, is suggested. Ensure any specific requirement of the Owner concerning issuing and receipt of Addenda are reviewed and addressed. Note also the definition of Addenda in Article 1 of General Conditions that indicate Addenda are only issued prior to the opening of Bids.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

NOTE(S) TO USER

It is most important for Bidder to visit the Site before submitting its Bid and to conduct an alert, heads-up, eyes-open examination of the area and conditions under which the Work is to be performed. Bidder should

acknowledge that Bidder has made the required visit (see particularly I-4 and GC-4.02 and GC-4.03) and also specifically accepts the Bidder's responsibility to obtain additional data.

- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied 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 SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

NOTE(S) TO USER

Modify the above paragraph if such reports and/or drawings do not exist.

- E. Bidder has obtained and carefully studied (or accepts the consequences for 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 procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this 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. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated 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. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

NOTE(S) TO USER

If any changes to these representations are made in the Bid Form, corresponding changes must be made in both the Instructions to Bidders and the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

[SUGGESTED FORMATS FOR COST-PLUS BID]

NOTE(S) TO USER

In cost-plus contracts, provide space for the Bid figures to be included in the Agreement, such as varying percentages on which the Contractor's fee may be based and amount of Work to be subcontracted. Provide space for the guaranteed maximum prices where applicable. See Owner-Contractor Cost Plus Agreement, No. C-525.

Language of the Bid must be identical with that of the proposed Agreement, and the format for submission of percentages and maximum amount organized so as to permit the easy transfer of information in the Bid of the Successful Bidder to Agreement.

Select one of the following methods to determine the Bidder's fee.

The cost of all Work other than Unit Price Work shall be determined as provided in Paragraph 11.01 of the General Conditions plus, for all Unit Price Work, the amounts indicated below:

The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed

_____ (\$_____) (words) (numerals)

Contractor's Fee will be a fixed sum of

_____ (\$_____) (words) (numerals)

[or]

Contractor's Fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 11 of the General Conditions:

	<u>Percent</u>
Payroll costs (see Paragraph 11.01.A.1 of General Conditions)	_____
Material and Equipment costs (see Paragraph 11.01.A.2 of General Conditions)	_____
Amounts paid to Subcontractors (see Paragraph 11.01.A.3 of General Conditions)	_____
Amounts paid to special consultants (see Paragraph 11.01.A.4 of General Conditions)	_____
Supplemental costs (see Paragraph 11.01.A.5 of General Conditions)	_____

None of the costs described in Paragraph 11.01.B will be included in determining Contractor's Fee.

The maximum amount payable to Contractor on account of this percentage fee will not exceed

_____ (\$_____) (words) (numerals)

[SUGGESTED FORMAT FOR UNIT PRICE BID]

NOTE(S) TO USER

Provide sufficient space and arrange format so that Bidders will have uniform understanding of how to submit prices and Bids will be uniformly presented.

If Unit Prices are requested, whether it be a Unit Price Bid or in connection with a stipulated sum contract, appropriate guidance for completing the Bid form should appear in the Instructions and details with respect to units should be included in the General Requirements. Clearly identify what is included in each Unit Price item. Provide an estimated quantity for each item as defined or indicated in the Specifications. Read specifically GC-11.03 and SC-11.03.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
Total of All Bid Prices					(\$ _____)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

[END OF SUGGESTED BID FORMATS]

NOTE(S) TO USER

Select one of the following paragraphs to establish the Contract Times for the Work.

If the Contract Times are designated by the Owner prior to the receipt of Bids, the first option should be selected in order to avoid a potential conflict with the Agreement.

If Bidders are permitted to designate the Contract Times by calendar date, the second option should be selected.

If Bidders are permitted to designate the Contract Times by calendar days, the third option should be selected.

If Bidders are permitted to designate the Contract Times, see I-14.03.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

[or]

6.01 Bidder agrees that the Work will be substantially complete on or before _____, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before _____.

[or]

- 6.01 Bidder agrees that the Work will be substantially complete within _____ calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within _____ calendar days after the date when the Contract Times commence to run
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

NOTE(S) TO USER

Bid language should follow exactly the language of the Agreement. For some projects it may be desirable to include space for Bidders to indicate variations in completion times, but note that in some jurisdictions it is required that an award be made to the lowest Bidder regardless of time for completion. Where failure to reach a Milestone on time is of such consequence to Owner that the assessment of liquidated damages is to be provided, appropriate amending or supplementary language should be inserted here, but see note 2 below.

Provisions for liquidated damages should appear in the Agreement and may be cross-referenced in other places in the Bidding Requirements and the Contract Documents. It is unwise to repeat liquidated damages provisions in the Bid or to summarize or paraphrase them here or elsewhere.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of _____
 - B. List of Proposed Subcontractors
 - C. List of Proposed Suppliers
 - D. List of Project References
 - E. Required Bidder Qualification Statement with Supporting Data
 - F. Affidavit of Non-Collusion
 - G. *[List other documents as pertinent]*

NOTE(S) TO USER

The above paragraph should be coordinated with Article 15.01 of the Instructions. If no attachments are required, the paragraph may be eliminated.

Requirements as to Bid security should be contained in the Instructions. For recommended form of Bid Bond see EJCDC documents Nos. C-430 and C-435.

Requirements for identifying Subcontractors, Suppliers and other individuals and entities furnishing materials and equipment and for indicating the amount of Work to be subcontracted in the case of cost-plus contracts are to be set forth in the Instructions and Supplementary Conditions.

Requirements as to qualification of Bidders appear in the Instructions. EJCDC has recommended for use AGC's "Construction Contractor's Qualification Statement for Engineered Construction" (AGC Document No. 220).

Additional documents may have to be submitted with the Bid because of Laws and Regulations applicable to the Project. List all of these so Bidders can understand what is required.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

NOTE(S) TO USER

Careful attention to proper use of terms defined in the Instructions to Bidders, the General Conditions, and Supplementary Conditions is most important.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State Where Project is Located] is ____________.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____

State Contractor License No. _____. (If applicable)

NOTE(S) TO USER

The laws of certain states require the listing of Contractor's license number on the Bid Form as well as on the Agreement.

See I-13.11 as to evidence of Bidder's qualification to do business as a foreign corporation in the state where the Project is located if Bidder is not incorporated in that state.