

1. PRE-BID CONFERENCES

- 1.1. Pre-Bid conference will be held as follows: N/A
- 1.2. HUB Outreach will be held as follows: Complete 02/20/2019
- 1.3. Attendance at the Pre-Bid Conferences: N/A

2. SUBMITTING AND RECEIPT OF BIDS

- 2.1. **SUBCONTRACTORS ARE ALLOWED TO SUBMIT BIDS BASED ON THE APPROVED PREQUALIFIED BIDDER LIST. BIDS RECEIVED BY ANY BIDDERS THAT ARE NOT ON THE PREQUALIFIED LIST AT TIME OF BID OPENING SHALL NOT BE OPENED.**
- 2.2. Bid Documents consist of:
 - a. Plans and Specifications
 - b. Specific Bid Package Scopes
 - c. Bidding and Contract Requirements Manual
 - d. Bid Forms and Affidavits

Information may be obtained by utilizing the website as indicated in **Section 6**

- 2.3. Time and Dates for Receipt of Bids: (see attached Pre-bid and Bid schedule for dates and times for different bid packages)

05/13/2019 at 2:00PM

- 2.4. Bids Delivered via email:

NO EMAIL BIDS WILL BE ACCEPTED

- 2.5. Mailed Bids Prior to Bid Date:

(Clearly mark on envelope "UNCW Dobo Hall")
Balfour Beatty Construction
406 S McDowell St, Suite 200
Raleigh, NC 27601

- 2.6. **Bid Delivery Location on Due Date:**

Location: **Conference Room 1**
5150 Lionfish Drive
UNCW Campus
Wilmington, NC 28403

Instructions to Bidders

Time: **2:00 PM**

2.7. Proposal Submission Requirements:

2.7.1. All bids **must be submitted on the Proposal Forms supplied by the Construction Manager.** All Bids must conform in every respect to the Bid Documents and all applicable spaces shall be filled in. DO NOT MAKE ATTACHEMENTS OR CLARIFICATIONS/QUALIFICATIONS TO THE BID FORMS. Failure to fill in all applicable spaces may be ground for rejection of a Proposal. ***If a bid items has NO value or results in a NO CHANGE adjustment, then the Bidder must use "\$0" in the blank. Use of "N/A" (not applicable), or "N/C" (no change), or "NIC" (not in contract), MAY render the Bid "non-responsive".***

2.7.2. Proposals shall be sealed and plainly marked "Bid" with the name of the Project, Bid Package Number, name and address of the Bidder, Bidder's State Contractor's License Number (as applicable to the bid package), Bidder's State Contractor's License expiration date, License classifications (as applicable), and date and time of the bid opening.

2.7.3. The following items are required to be submitted with bids for the described bid package:

- a. **Form of Proposal (or Bid Form) – Including Alternates and Unit Pricing**
****Each and every blank must be filled in**
- b. **Bid Proposal Affidavit**
- c. **Identification of Minority Business Participation**
- d. **HUB Affidavit A OR Affidavit B**
- e. **BID Bond in the amount of 5% of Bid, if applicable (Required for packages that exceed \$300,000.00)**

2.8. Bid Openings:

2.8.1. Bids will **not** be opened publicly. Bid information will be available after all bids have been evaluated with the owner.

2.8.2. The intent is to award the bid packages for each to individual subcontractors.

2.8.3. The award of a combined package is at the discretion of the Owner and CMAR.

BP #	Bid Package Scope of Work
06F	Architectural Millwork
08A	Doors and Hardware
09A	Acoustical Tile Ceilings
09D	Painting
09E	Tile & Carpet Flooring
10C	Signage
12A	Window Treatments
22A	Plumbing
23A.2	Mechanical Air-Side
23A.3	Mechanical Water-Side
23C	Controls
26A	Electrical

3. GENERAL BIDDING REQUIREMENTS

3.1. The Contract and Bidding Documents will consist of:

3.1.1. Designer's Project Manual

- All Project Documents
- All Specification Divisions (including Division 0 and 1)

3.1.2. Balfour Beatty Construction Bid Manual

- Instructions to Bidders
- Bid Package Descriptions (Scopes of Work)
- All Subcontract Agreement Documents
- Project Schedule
- Site Logistics
- All HUB Requirements

Instructions to Bidders

- Bid Proposal Form and Bid Affidavits
 - All Bidding Addenda's and Clarifications
- 3.2. By submitting a Bid, Subcontractor/Vendor waives all conditions and exclusions that may have accompanied their Bid. Bidders should only use the forms provided by Balfour Beatty Construction to submit sealed bid proposal.
- 3.3. Balfour Beatty Construction, reserves the right to reject any or all Bids, accept Bids in any order or combination, make modifications to the work after Bidding, and waive any informalities or irregularities in Bids if it is deemed appropriate.
- 3.4. Each Bidder, by making his/her Bid, represents that:
- He/She has read and understands the Bidding Documents and that his Bid is made in accordance therewith. The Bidder acknowledges that it has thoroughly reviewed all Bid Document information for the Project and that it is intimately familiar with such information. Bidder acknowledges that the General Contractor is relying on the Bidder's review of all Bid Document information to be "biddable" and "buildable" and otherwise fully adequate to account all work, labor, and materials required for the completion of the Project.
 - He/She has visited the site and has familiarized their self with the local conditions under which the work is to be performed, including sub-surface conditions and existing work completed by others.
 - It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work and has visited the site to become familiar with, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, laws, ordinances, codes, rules and regulations, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulation issued pursuant thereto. Further, that the bidder has studied and carefully correlated its observation with the Contract Documents in preparing the pricing.
 - If a bidder has opted to not visit the site, he/she acknowledges that site visitation was made available by the Construction Manager and the bidder has knowingly waived this right to visit the site; the bidder further affirms that in no way will a failure on the bidder's behalf to visit the site become grounds for a

change to the scope of the work during progression of the construction of the Project.

- Subcontractor/Vendor's Bid is not conditioned upon any modifications to the Contract Documents and it is understood that they are prepared to execute the Subcontract Agreement without taking exception to any of the provisions contained therein. Subcontractor's failure to sign the Subcontract Agreement without modification, and/or provide an acceptable insurance certificate will be reason for the CM to begin negotiations with the next most responsive bidder.
- 3.5. Price shall include all labor, supervision, detailing, coordination, tools, materials, equipment, permits, fees, taxes (sales/use/white goods/similar taxes/etc.), insurance premiums to meet the Subcontract Agreement, etc. applicable to and necessary to accomplish work.
- 3.6. Price shall include overhead, profit, general conditions and insurance for allowance(s) listed on the bid package Scope of Work in the base bid.
- 3.7. Reference is made to Contract Documents for the identification of those surveys and investigation reports of subsurface or latent physical condition at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the document. The Owner will make copies of all such surveys and reports available to the bidder upon request.
- 3.8. Each bidder may, at his own expense, make such additional surveys and investigations as may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the CMAR. Any reasonable request for access to the site will be honored by the CMAR.
- 3.9. Bid Proposal shall **include** costs associated with furnishing insurance coverage(s) in accordance with the General Conditions.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- 4.1. Bids may be withdrawn by the Bidder only if notice of withdrawal is received in writing by the Construction Manager at Balfour Beatty Construction, 406 South McDowell Street, Suite 200, Raleigh, NC 27601 prior to the time for receipt of bids. Modifications shall be worded so as not to reveal the amount of the Original Bid.
- 4.2. No Bids may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time for receipt of same.
- 4.3. Pricing for Alternates must be held for a period of six (6) months after the scheduled closing time for receipt of the same.

- 4.4. Negligence on the part of the Bidder in preparing his Bid confers no right for the withdrawal of the Bid after it has been opened.

5. QUALIFICATION OF BIDDERS

- 5.1. The Subcontracts will be entered into only with responsible and Pre-qualified Subcontractors determined to be satisfactory to the Owner and Construction Manager, qualified by experience and in a financial position to the work specified, and otherwise determined to be satisfactory by the Owner and Construction Manager.
- 5.2. Receipt of prequalification submittals from interested Subcontractors will end 10 days prior to the established bid date. All prequalification forms submitted after this date will not be considered or reviewed.
- 5.3. A current listing of all prequalified bidders in each bid package can be obtained on the project ftp site.

Please note; all bidders must participate in the prequalification process. Approval time may vary based on the accuracy, thoroughness, and overall quality of the submitted prequalification. Bidders are encouraged to allow for sufficient time for the for the prequalification process by submitting prequalification prior to or in the early stage of the bidding process to insure CM has adequate time for evaluation.

- 5.4. Any questions or concerns related to this Bidder's pre-qualification approval status shall be directed to the following:

Martin Reynolds
Email: mreynolds@balfourbeattyus.com
Phone: (919) 630-7344

6. BIDDING DOCUMENTS

- 6.1. Bidding Documents can be obtained through the following website:

<https://bbcus.egnyte.com/fl/3mTamsuHFW>

The website may be updated daily or multiple times during any given day, so viewers are urged to log out and log back in to allow any updates to be viewed.

- 6.2. Bidding Documents will be available for review at the following locations:

- **Balfour Beatty Construction Company**, 406 South McDowell Street, Suite 200, Raleigh, NC 27601 (phone 919-233-5001; fax 919-233-5002)
- **North Carolina Institute of Minority Economic Development**, 114 West Parrish St, Durham, NC 27701, (phone 919-956-2322)

- Carolinas AGC/ISQFT/ConstructConnect

7. QUESTIONS, CLARIFICATIONS, AND ADDENDA

- 7.1. Bidders shall promptly notify the Construction manager in writing of any error, ambiguity or inconsistency they may discover upon examination of the Contract documents for each portion of the Project or the Site and Local Conditions. Every request for such an interpretation shall be made in writing to Balfour Beatty Construction. *Email all questions to Martin Reynolds at mreynolds@balfourbeattyus.com*
- 7.2. All modifications, clarifications and interpretations of the documents will be made by Addendum. Verbal interpretations or clarifications made to any Bidder as to the meaning of the Contract Documents or any party thereof are non-binding until issued in writing.
- 7.3. All requests for clarification or interpretation must be in writing and must be received by the Construction Manager no later than ten (10) days prior to bid in order to issue clarifications to all bidders via addendum.
- 7.4. Written Addenda to the Bid Documents will be issued to the Bidders who are pre-qualified. All such Addenda shall be listed in the Bid Form in the space provided and shall become part of the Contract Documents.
- 7.5. The anticipated final written Addenda to the Bidding Documents will be available to all pre-qualified bidders by the close of business seven (7) days prior to the established bid date. Clarifications will be sent for specific bid packages up to the bid opening.
- 7.6. All pre-qualified bidders will be notified of the issuance of written Addenda to the Bidding Documents via an email notification.

Pre-qualified bidders will be able to obtain Addenda by accessing the Project FTP site as indicated in Section 6 above.
- 7.7. Bidders are solely responsible for obtaining bid Addenda as noted above. All such Addenda shall be listed on the Bid Form in the space provided and will become part of the Contract Documents in order for a bid to be considered responsive.

8. POST-BID INFORMATION / EVALUATION

- 8.1. Best Value Bidder shall be prepared to attend a conference at such time and location as set by the Construction Manager to discuss its bid and post-bid submissions. In addition, the Bidder shall provide this conference any information requested by the Construction Manager prior to and during the conference.
- 8.2. Subcontractor is responsible to bring the following items to post bid interviews or as noted below:

8.2.1. Forms Provided by Balfour Beatty Construction:

- Hub affidavits C and D (See Tab 2, "Minority Business Affidavits C and D") - **Must be submitted within 72 hours after post bid interview.**

8.2.2. Forms Provided by the Subcontractor:

- Company Organization Chart with Names and Contact Numbers
- Name of Project Manager and Field Supervisor(s)
- Insurance Compliant to Exhibit "J" of Subcontract Agreement
- Material Supplier and Lower Tier Subcontractor Listing
- Company Safety Policy
- Jobsite Specific Safety Plan
- Jobsite Specific QA/QC Plan
- Job Hazard Analysis
- SDS information
- E-Verify
- Secretary of State – Proof of registration
- State or NCDOT verification of all HUB subcontractors (including prime bidder if applicable)

- 8.3. The CM & Owner reserve the right to accept Alternatives in any order or combination and to determine which bid is the lowest responsive and responsible bid on the basis of the base bid, the Alternates accepted, and the factors set forth in Section 2.
- 8.4. The CM & Owner reserves the right to waive any informality or irregularity in bids when such waiver is in the Owner's interest.
- 8.5. At the request of the CM @ Risk and before any contract is awarded, the bidder maybe requested to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the work, together with samples. Such samples maybe subjected to the tests provided for in the Contract Documents to determine their quality and fitness for the work.
- 8.6. At the request of the CM @ Risk and before any contract is awarded, the bidder may be requested to furnish a complete breakdown of the lump sum bid items to the satisfaction of the CM & Owner. The lump sum breakdown shall be in such detail as the CM & Owner may reasonably require.
- 8.7. By submitting a bid, the Bidder has acknowledged that Bidder reviewed the Subcontract Agreement proposed for use on this Project and takes NO EXCEPTIONS to any/all its proposed contract language. The successful Bidder will execute the Subcontract Agreement in its current form without modification. No previous terms and conditions will apply to this Project.

9. BID BONDS/SUBGUARD PROGRAM

- 9.1. All bonds shall be issued by a Surety holding a current valid Certificate of Authority issued by the United State Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- 9.2. Bid Bonds: Each Proposal valued at \$300,000 or more shall be accompanied by a cash deposit or certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five (5%) percent of the bid proposal –OR- bidder may offer a bid bond of five (5%) percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the construction manager as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after award or to give satisfactory surety as required by law. Bid Bond/certified check shall name Balfour Beatty Construction as PAYEE.

Bidder agrees to hold bid price for one hundred twenty (120) days after the date of bid opening or longer if outlined in contract documents as a Bid Alternative, as part of the Bid Bond.

- 9.3. Subguard Program: The Construction Manager may elect at its sole discretion to enroll Subcontractors into a Subguard Bonding Program which Subcontractor agrees to provide enrollment information at no cost to Construction Manager. Each Subcontractor and/or their Surety shall provide the following:
- Subcontractor bids of \$300,000 or more shall have a bid bond as outlined in the Instructions to Bidders section 9.2. Acceptable Surety and Bid Bond will enroll Subcontractor into Subguard Program.
 - In-lieu-of requiring a payment and performance bond, the Construction Manager may elect at its sole discretion to enroll Subcontractors into a Subguard Insurance Program. All Subcontracts in excess of \$250,000 that are not required to provide a payment and performance bond will be officially enrolled in the Construction Manager's Subguard Insurance Program upon final execution of the subcontract or purchase order by both parties.
 - Construction Manager reserves the right to ask for further documentation from a bidder's surety at any time during the prequalification, bidding and contracting process to verify a bidder's capability of bonding 100% of the Bid/Subcontract amount and to satisfy any requirements for enrollment in the Subguard Program. Failure to provide requested documentation within a 24-hour period may be grounds for being considered non-responsive and subject to disqualification at Construction Manager's sole discretion. Disqualification on such grounds releases Construction Manager from any obligation of any nature whatsoever to the bidder.

- In the event that the Subcontractor is not enrolled in the Subguard Program, the Construction Manager shall reimburse the Subcontractor for the actual cost of Payment and Performance Bond. Subcontractor shall not be allowed in any way to add any markup to the payment and performance bond. Subcontractor shall provide actual invoice of bond.

The cost for Payment and Performance Bonds is **NOT** to be included in your Lump Sum Bid Total. Actual invoices for Payment and Performance Bonds shall be provided to the Construction Manager in the event that the Subcontractor is not enrolled in the Subguard Program, which will be reimbursed directly to the Subcontractor's surety from the original invoice. Subcontractor will not be allowed to mark-up invoice for overhead or profit if opted out of Subguard.

After completing the above, each firm is officially enrolled upon final execution of the subcontract or purchase order by both parties. Components of a project, such as general condition type agreements and hoisting/equipment agreements, are not enrolled.

- 9.4. Payment and Performance Bonds: The successful Bidder may be required to provide and pay for a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Amount. Bonds must be written on Balfour Beatty Construction Forms (Exhibit F of the Subcontract Agreement). This is a requirement for all contracts over \$300,000.

10. FAILURE TO EXECUTE AN AGREEMENT

- 10.1. The CM & Owner reserves the right to issue subcontracts to the selected bidder at any time up to **one hundred twenty (120) days** after the receipt of bids. The bidder must sign and return the Agreement within seven (7) days of receiving it. Failure to do so will be considered as refusal on the part of the selected bidder to enter into the Agreement. Upon such refusal, the CM & Owner may award the contract to the next qualified bidder, at their option, with the initially selected bidder's bid guaranty being retained as provided by law.

11. SUBSTITUTIONS/APPROVED EQUAL MATERIAL OR EQUIPMENT

- 11.1. Bidder shall complete the Bid Form completely, based on full compliance with the bidding documents issued to Bidders by the Construction Manager.
- 11.2. In accordance with the specifications, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the CM @ Risk for review and forwarding to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

- 11.3. Prior to receipt of bids, substitutions will not be considered unless a request is received by the Construction Manager within the time set in the Contract document. Approval of proposed substitutions will be made only by written addendum.
- 11.4. After receipt of bids and execution of Subcontract, consideration of substitutions will be at the discretion of the Construction Manager, Owner, and Architect. Should the substitution be deemed superior in quality in benefiting the project, and/or benefit schedule, and/or will result in cost savings while being equal in quality, and/or assist Owner in future maintenance or warranty issues, and/or correct design or constructability concern. Other substitutions will not be considered.
- 11.5. If the General Contractor and Designer approve a proposed substitution, the General Contractor will set forth the substitution in an Addendum to all bidders of record.

12. SALES TAXES ON MATERIAL, SUPPLIES AND EQUIPMENT

- 12.1. Bidder shall include North Carolina State, federal, local, and other applicable taxes including, but not limited to, sales, use, white goods, etc. for all material, supplies and equipment included in the Work.

13. TIME FOR COMPLETION

- 13.1. Work shall be completed in accordance with the Schedule issued as a part of the Balfour Beatty Construction Bidding and Contract Requirements (see Section #6 of the bid manual).
- 13.2. Bidders shall include in their price all overtime, worker delays, material fabrication delays, material shortages, delivery delays, weather delays (based on 5 year average for temperature, quantity of days, and accumulations), and all other factors necessary to adhere to this schedule.
- 13.3. Working hours may be subject to noise and vibration concerns since project is located adjacent to occupied facilities.

14. SITE LOGISTICS

- 14.1. Work shall be completed in accordance with the Site Logistics issued as a part of the Balfour Beatty Construction Bidding and Contract Requirements (see Logistics section in the Project Bid Manual).
- 14.2. Bidders shall include in their price all delivery restrictions, off-site storage, off-site parking, accessibility constraints, maintaining current vehicular and pedestrian traffic patterns, on-site coordination, necessary coordination with other trades, working in and around occupied buildings, etc., and all other factors necessary to adhere to this schedule.

15. EQUAL EMPLOYMENT OPPORTUNITY

- 15.1. Each Bidder shall include in its bid such measures as are necessary to comply with Federal, State, and Local Equal Employment Opportunity requirements which are applicable under this contract.

16. HUB REQUIREMENTS

- 16.1. The goals for participation by minority firms as trade contractors on this project have been set at **Fifteen percent (15%)** of the construction cost of the project. For specific requirements of the HUB contracting provisions relative to this project, refer to the Bid Form attachments, MBE Contract Provisions, included in this bidding information package. All required HUB certifications must accompany their proposal, failure to do so will be grounds for rejection of a proposal. HUB participation will be considered when evaluating bids.
- 16.2. No HUB 1st tier subcontractor OR a 2nd tier HUB subcontractor identified on Affidavit C or D of a 1st tier subcontractor shall be replaced on this project without adherence to Senate Bill 914, section 3.1, 143-128.2 Minority Participation Goals. The HUB Manager shall be in attendance with Balfour Beatty Construction (and our 1st tier subcontractor if situation is with a 2nd tier subcontractor) and the HUB subcontractor in question to address all concerns.
- 16.3. Refer to Section 2 for details and forms.

17. SCHEDULE FOR LIQUIDATED DAMAGES

- 17.1. The sum of \$2,000 per calendar day, per eight-student suite that Substantial Completion is inexcusably delayed by Subcontractor; and (B) the sum of \$250 per day for each day that Final Completion is inexcusably delayed by the Subcontractor
- 17.2. Liquidated damages will be assessed per calendar day after the Substantial Completion Date as defined per the Project Schedule included in the project Bid Manual. Liquidated Damages will be based on the turnover of the project. Substantial Completion shall be defined as an area being able to be used for the purpose for which it was intended and as described in the General Conditions of the contract. The Substantial Completion date is defined in the Contract Schedule for each phase.

18. GENERAL

- 18.1. All references in the Contract Documents to work being provided by the "General Contractor", "Contractor", "Construction Manager at Risk", "Construction Manager", or any other similar language, shall inferably be provided by the applicable trade Subcontractor(s) as designated by the Bid Package Description(s).
- 18.2. The term **"provide"** means to furnish and install, including all labor, materials, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items to perform the work.

- 18.3. The term **"include"** means to furnish and install, including all labor, materials, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items to perform the work.
- 18.4. The term **"furnish"** means to supply materials, including delivery, taxes, and applicable bonds. Coordinate all deliveries with the receiving Subcontractor.
- 18.5. The term **"install"** means to receive, inventory, sort, store, distribute, and install, including all labor, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items necessary for the installation of the work.
- 18.6. The term **"maintain"** means to assume all responsibility for, to maintain structural integrity of, and to keep in proper working order for the duration of the Project, or until no longer required as directed by Balfour Beatty Construction.
- 18.7. **Addenda:** Formal changes or clarifications issued by the Owner or Owner's representative to all identified bidders during the bidding period. When modifications are not included in the original bid documents, the issuance of addenda is a process by which bidders can be updated on design changes and clarifications. If such changes or modifications were made after the contract award, these items of work have to be addressed as changes.
- 18.8. **Alternates:** Ideally, on a lump sum contract the low bidder will be determined as the party submitting the lowest bid. The determination and selection of the lowest bidder are made more complex when the Project includes alternates. *Alternates* can be viewed as modifications to the base bid. They may consist of changes in the structure of a project, changes in the quality of the material to be furnished, the inclusion of additional items of work, the deletion of specified work items, and so on.
- 18.9. **Base Bid:** Refers to the Total Lump Sum price for all the work outlined in the scope of work, and specified in the contract documents.
- 18.10. **Bid Bond:** Issued to give assurances that the Subcontractor will enter into a binding construction contract and will provide the required payment and performance bonds if the contract is awarded to him/her. If the Subcontractor fails to do this (sign the contract and furnish the required bonds), the bond stipulates that a responsible party (the surety) will pay the damages.
- 18.11. **Bid Form:** The bid documents usually include a *bid form* on which the bids are to be submitted. There are very compelling reasons to use a specified bid form for all bidders. This form will facilitate analysis and comparison of the bids so that irregularities can be detected quickly. For Subcontractors it ensures accuracy in providing the necessary information and prevents the possibility of having omissions in the bids.

- 18.12. **Payment Bonds:** Gives protection to the Owner if the Subcontractors and suppliers are not paid by the prime Contractor. Payment bonds prevent liens. Basically, the Subcontractors are paid by the surety if the Contractor fails to pay them.
- 18.13. **Performance Bonds:** Assures that a financially responsible party will stand behind the prime Contractor if he or she does not perform properly. These bonds usually state a specified dollar amount as a limit to the liability of the surety.
- 18.14. **Unit Prices:** Unit Prices are used when the Project is fairly well defined but the actual quantities may be difficult or impossible to estimate the accuracy until after construction has started. Thus, the unit price is utilized as a means to establish the payment to be made to the Subcontractor based on precise measurements of in-place field quantities.