

EXHIBIT "B"

GENERAL INSTRUCTIONS TO BIDDERS

Proposals shall be prepared and submitted in accordance with the following instructions.

1.0 DEFINITIONS

"Contract Documents" shall mean those documents including the Bid Package, plans, specifications, addenda, amendments, bulletins, and supplements produced for the completion of the Project as outlined in Exhibit "A" of the Bid Package (hereinafter "Contract Documents").

"Work" shall mean all items necessary for the completion of the Work scope identified in the Bid Package (hereinafter "Work").

"Owner" shall mean the entity that owns the physical rights to the property and improvements thereon or designated representative authorized by the Owner to act on behalf of the Owner (hereinafter "Owner").

"Trade Contractor" shall mean the party preparing the Proposal and proposing to perform the Work pursuant to the Bid Package (hereinafter "Trade Contractor").

A/Z Corporation shall hereinafter be referred to as "A/Z" and shall mean the entity authorized to provide the Owner with construction services.

2.0 RECEIPT OF CONTRACT DOCUMENTS

It is the sole responsibility of Trade Contractor to ensure that it has received all Bid Package Documents noted in Exhibit "A"; List of Contract Documents. Within three (3) days of the receipt of the Bid Package please complete and return via facsimile the Acknowledgement of Receipt and Intent to Bid form included with the Bid Package.

3.0 PRE-BID CONFERENCE

For the purpose of familiarizing Trade Contractor with the Bid Package, a Pre-bid Conference may be held. Refer to the Request for Proposal for date, time and specific requirements.

4.0 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Before submitting a Proposal, Trade Contractor shall carefully examine the Contract Documents, visit the site and note existing facilities, conditions, and limitations affecting the Work.

By submitting a Proposal, Trade Contractor acknowledges that it has examined the Contract Documents, has visited the site, noted all conditions and limitations affecting the work and fully understands the nature of the work and general and local conditions. Trade Contractor agrees that by submitting a Proposal it will not make any claim for damages or additional compensation because of lack of information, or because of any misinterpretation of the requirements of the Contract Documents.

It is not intended that the Contract Documents enumerate every possible eventuality as applied to each item of the Work. Trade Contractor represents that it has full practical construction and



erection knowledge and experience in performing the Work. It is the intent that the Work be completed, tested and put into condition ready for use and operation and executed in the best and most workmanlike manner in accordance with the manufacturer's installation instructions and recommendations and the Contract Documents.

In the event of conflict between two Contract Documents the document with the more stringent interpretation shall govern.

5.0 SUPPLEMENTAL INFORMATION

In the event Trade Contractor discovers any discrepancies, omissions, errors or other informality in the Contract Documents or in the event of doubt or need for clarification as to their intent or meaning, Trade Contractor shall direct questions or requests in writing to the designated A/Z representative noted in the Request for Proposal. Trade Contractor shall not communicate directly with the Owner, Architect or Engineer and reliance on any information so communicated shall be at Trade Contractor's sole risk. Trade Contractor shall not rely on verbal or other non-formal responses to any inquiry whether from A/Z, the Owner, Architect or Engineer.

When appropriate, all inquiries received a minimum of seven (7) calendar days prior to the date set for receipt of Proposal shall be answered in writing and distributed to all document holders of record.

Acknowledge all supplements, addenda and bulletins issued during the bidding period on the Proposal Form.

6.0 PREPARATION OF PROPOSALS

Proposals shall be prepared in strict accordance with the following instructions and in the format provided on the Proposal Form. All information required in the Proposal Form is to be completed in its entirety without alterations, erasures or corrections.

Proposals shall be based on complying with all Federal, State, County, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements.

Trade Contractor shall list on the Proposal Form any portion of the Work that is intended to be subcontracted including the name of the proposed subcontractor, approximate value of the work and the subcontractor's Experience Modification Rate (EMR). A/Z and the Owner reserve the right of approving any proposed subcontractor. After award, no subcontract is to be awarded without the express written approval of A/Z and the Owner.

The Proposal amount shall be based strictly on the materials and equipment specified in the Contract Documents. Trade Contractor shall note that it may, in the Proposal Form, propose equal materials or equipment of alternate manufacture from that specified, for consideration. Such substitution must be clearly identified and shall include the effect, if any, of the substitution on the Trade Contractor's lump sum price or completion schedule. Decision to accept or reject the Trade Contractor's substitutions will be made at the time of award and will be considered final. Trade Contractor shall be obligated to furnish the materials and equipment on which the Agreement is based and to complete the Work in accordance with the Project Schedule.

In the event of conflict between any items, conditions or statements contained in the Contract Documents, the most stringent shall govern.



Proposals containing clarifications, qualifications, omissions, exceptions, or other irregularities of any type may be rejected. If any item listed in the Proposal Form has no value or does not apply, enter "none", "not applicable" or similar statement. Do not leave any items blank.

7.0 SUBMISSION OF PROPOSALS

Proposals shall be submitted in such quantity and at such time and place as enumerated in the Request for Proposal. Hand delivered Proposals shall be submitted in a sealed envelope with the name of Trade Contractor, the Project, the Bid Package and the due date and time for receipt of Proposals clearly marked. Proposals delivered via standard mail or overnight carrier, the sealed Proposal envelope shall be enclosed in another envelope addressed as noted in the Request for Proposal.

Proposals must be received by the date and time stipulated in the Request for Proposal. Late receipt of Proposals may be cause for rejection.

Proposals shall include the full legal name and address of Trade Contractor and shall be signed by a duly authorized representative of Trade Contractor.

Unless specifically noted in the Request for Proposal, Proposals delivered via facsimile will not be accepted.

Proposals will be opened in private.

If so noted in the Request for Proposal, the Proposal shall be accompanied by a Bid Bond in the amount of 10% of the total Proposal amount issued by a surety licensed to do business in the State of the Project's location. In lieu of a Bid Bond, other forms of bid guarantee may be acceptable, if approved in writing by A/Z seven (7) calendar days prior to the date set for receipt of Proposals.

Proposals shall be accompanied by copies of Trade Contractor's licenses, signed Non-collusion Affidavit and other documents as noted in the Request for Proposal.

In submitting a Proposal, Trade Contractor acknowledges that it accepts the Terms and Conditions of the Agreement included in the standard A/Z form of Agreement without exception or modification and agrees to sign and return said document within seven (7) calendar days from date of award.

Trade Contractor may modify or withdraw its Proposal via telegraphic communication or facsimile at any time prior to the stipulated closing time for receipt of Proposals provided such modification or withdrawal is received by A/Z prior to the stipulated closing time. Such modification shall not reveal the amount of the Proposal and shall clearly indicate the amount to be added to or subtracted from the amount of the Proposal or such other modification to the Proposal.

8.0 ACCEPTANCE AND REJECTION OF PROPOSALS

A/Z and the Owner, reserve the right to waive the formality of any Proposal, to accept any Proposal or to reject any Proposal for any reason.

A/Z and the Owner reserve the right to award the Contract to the Trade Contractor considered best qualified at the time to prosecute the Work to successful completion. A/Z and the Owner



may request information from Trade Contractor to determine Trade Contractor's ability to complete the Work and Trade Contractor agrees to provide any such documentation and cooperate with A/Z during any such review. Information and documentation provided to A/Z shall be held in the strictest of confidentiality.

9.0 TAXES

All applicable Federal, State, County, Municipal and local taxes shall be included in the total amount of the Proposal unless specifically noted otherwise in the Request for Proposal. Non-resident Trade Contractors that do not operate a permanent place of business in the State where the Project is located will be required to post with the applicable State authority a Non-Resident Guarantee Bond or other instrument as required by said State's statutes. The successful Trade Contractor shall be required, at time of Contract signing, to show proof that Trade Contractor has complied with the applicable State Statute.

10.0 INSURANCE

The Proposal shall include all costs for premiums to provide insurance coverage in such types and with such limits as indicated in Exhibit "H" - Trade Contractor Insurance Requirements or as set forth in other Contract Documents, whichever is greatest.

11.0 PERFORMANCE AND PAYMENT BONDS

The cost to provide Performance and Labor and Material Payment Bonds in the sum of 100% of the total Proposal amount shall not be included in the Proposal amount but shall be stated as a separate line item on the Proposal Form. If required, bonds shall name A/Z Corporation and the Owner as dual obliges. The Owner and A/Z will determine if Performance and Payment Bonds will be required for the Work.

12.0 PERMITS

The cost for all applicable Federal, State, County and Municipal permits shall be included in the total amount of the Proposal.

13.0 SAFETY

A/Z is committed to providing a safe and healthy work environment for everyone involved on the Project and Trade Contractor acknowledges that a safe work environment is of utmost importance.

Trade Contractor is responsible for the safety of the general public and workers engaged on or in the vicinity of the Work. Trade Contractor agrees to comply with A/Z and Owner Safety Programs and requirements and all applicable Federal, State, County, and Municipal laws, ordinances, rules, regulations, standards, orders, notices and requirements.

14.0 QUANTITIES

Should A/Z provide any quantities in the Bid Package, they are approximate only and are intended to be an aid to Trade Contractor only for developing prices. A/Z reserves the right to increase or decrease any or all quantities as may be necessary to properly complete the Work and A/Z does not assume any responsibility that quantities shall remain unchanged in actual



construction. Should provided quantities not be consistent with the quantities required for the Work, quantities required for the Work shall be included unless specifically stated to the contrary. Any inconsistencies in provided quantities and required quantities shall not be the basis of a general claim for extra costs or extension of time. Trade Contractor shall notify A/Z immediately when quantities provided do not correspond to required quantities.

15.0 PRODUCTIVITY

The lump sum price, unit prices, alternate prices and labor rates shall include any and all adjustments for labor productivity that Trade Contractor expects to achieve. Failure to achieve such productivity, or any changes thereto, will not be accepted as the basis of any claim for extra costs or for schedule extension.

16.0 COOPERATION

Trade Contractor should note that it will be required to work concurrently with other trade contractors and must be flexible in coordinating the Work with other trade contractors and the Owner's operations. A/Z will direct the coordinating activities when conflicts occur. Trade Contractor shall be flexible in work assignments and scheduling activities.

17.0 WEATHER

Trade Contractor is particularly reminded to include in its lump sum price any and all costs, including those for all preparations and precautions that may result from inclement or adverse weather conditions. Weather will not be accepted as the basis of any claim for extra costs or schedule extensions.

18.0 INTERFERENCES

Interferences between steel, pipe, conduit, duct or other materials or systems when occurring in limited instances, shall be considered normal working circumstances, and any cost impact shall be included in the lump sum price, unit prices and alternate prices. Such interferences shall not be the basis of a claim for extra costs or schedule extension.

19.0 PROTECTION

Trade Contractor shall continuously maintain adequate protection of the Work from damage and shall protect the property of the Owner and A/Z and adjacent and abutting properties from injury or loss arising from or in connection with the Work. Trade Contractor shall make good any such damage, injury or loss. Should the Work include the installation, erection or other handling of materials and equipment furnished by others, Trade Contractor shall be responsible for the protection of said materials and equipment to the extent as provided above for the Work.

20.0 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Trade Contractor agrees not to discriminate any against any employee or applicant because of race, creed, color, age, sex, national origin, marital status, sexual orientation, status with regard to public assistance or the presence of a physical, sensory or mental disability. The relevant affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Act of 1974 as amended and the Veteran's Employment Opportunities Act of 1998 as amended. Trade Contractor, in addition to the for



going, shall comply with the Fair Labor Standards Act and all other applicable Federal, State, County and Municipal laws, rules regulations, statutes, codes, ordinances and directives.

21.0 UTILIZATION OF MINORITY CONTRACTORS

It is the policy of A/Z that minority business enterprises shall have the opportunity to participate in the Project. By award of a Trade Contract Agreement for the Work, Trade Contractor agrees to use its best efforts to involve minority business enterprises in the Work.

22.0 CERTIFIED PAYROLLS

If Project requirements include the submission of certified payrolls, Trade Contractor shall submit certified payrolls on a monthly basis or as more frequently required by the Contract Documents. Trade Contractor's submission of certified payrolls is a condition precedent for payment by A/Z to Trade Contractor.

23.0 PROMOTIONAL INFORMATION

Trade Contractor agrees it shall not make any representation of or about the Project or the Work whether oral, photographic, pictorial, graphic, artistic, electronic or otherwise without the Owner's prior express written consent in each instance. Trade Contractor shall not publicize the project, the subject matter of the Agreement or any design information provided in connection with the Project. Trade Contractor agrees it is strictly prohibited from engaging in press releases, publications, advertising, interviews or other public disclosures without first obtaining the Owner's express written consent in each instance.

24.0 SUBCONTRACTED WORK

Whenever a subcontractor is working on site, Trade Contractor's supervisory personnel shall be present on site. Trade Contractor remains as responsible for the subcontracted Work as if it were performing said Work with its own forces. The use of subcontractors is subject to review by the Owner and A/Z.

25.0 ENGINEERING AND LAYOUT

Trade Contractor shall provide all engineering, surveying, layout, field measurements and field and other verifications required for the performance of the Work and shall be responsible for their accuracy. Before commencing the Work, Trade Contractor shall accurately check and verify all previous and surrounding work done by others and determine the correctness of same. The failure of Trade Contractor to detect and disclose any existing discrepancies or non-conformities and report same to A/Z in writing before commencing the Work shall be deemed a release and waiver of A/Z and its sureties from of any and all responsibility for same, and Trade Contractor shall be solely responsible and liable for all resulting damages, costs and expenses arising as a result of such discrepancies and non-conformities that should have been discovered by Trade Contractor. Notwithstanding dimensions given in any documents comprising the Agreement it shall be the obligation and responsibility of Trade Contractor to take such measurements as will insure the proper matching and fitting of the Work with contiguous work

26.0 TEMPORARY FACILITIES

Trade Contractor shall provide all temporary offices, structures, sheds, storage facilities and other temporary structures or facilities required for the Work complete with all required utility



connections and services including but not limited to gas, telephone, electricity and water. Trade Contractor shall maintain temporary structures and facilities in a safe and orderly condition in accordance with applicable Federal, State, County, Municipal and local requirements. All temporary structures and facilities provided by Trade Contractor shall be located and removed as directed by A/Z.

27.0 MATERIAL AND EQUIPMENT

Trade Contractor shall receive, inventory, unload, handle, hoist, store, transport into place and install all materials and equipment required for the Work. Trade Contractor shall coordinate and schedule all material and equipment deliveries and off loading and material and equipment stocking with A/Z. It is Trade Contractor's sole responsibility to coordinate and have all site deliveries approved by A/Z's Project Superintendent. Deliveries that have not been scheduled with and approved by A/Z may not be allowed to unload. Trade Contractor shall be responsible for off loading all deliveries. Trade Contractor shall provide all hoisting and lifting equipment including cranes as required to off load all materials and equipment. All hoisting methods will require prior approval of A/Z and the Owner. All materials and equipment stored on site shall be kept neatly stacked and organized. Trade Contractor understands and acknowledges that space for the storage of materials and equipment is very limited. Trade Contractor may be required to store material and equipment off site until delivery to the Project is approved by A/Z. Trade Contractor may be required to make daily ductwork deliveries to the Project.

28.0 CUTTING AND PATCHING

Trade Contractor shall do all cutting, fitting, patching, threading, punching or tapping of the Work which may be required to make its several parts come together properly and to properly fit it to receive or to be received by work of others as required for the completed structure. Trade Contractor shall not cut or alter the work of any other without the written consent of A/Z.

29.0 HOUSEKEEPING

Trade Contractor shall, on a daily basis and at its own expense, clean and dispose of, as directed by A/Z, all construction debris, waste materials or rubbish resulting from the performance of the Work. Such cleanup and disposal shall be performed in a manner so as not to delay, hinder or disrupt the progress of the Project or the work of other trade contractors. If Trade Contractor fails to adhere to this requirement for proper housekeeping within twenty four (24) hours of written notice from A/Z to properly correct the deficiency, A/Z may clean up and remove any such construction debris, waste materials or rubbish by the most expeditious means possible and charge Trade Contractor for the costs incurred thereof, inclusive of profit and overhead.

