

Bidding Is Not Supposed To Be A Guessing Game

An ASCC contractor called the Hotline looking for help on a specification issue. The specification listed an integral concrete color additive in the product section but did not designate its use in any portion of the structure in the specification or drawings. Like any generic specification many products are listed in the specification but are not used on that structure. The contractor made a reasonable choice in deciding not to place that item in his bid since that product was never designated for use in the structure. Of course, after the project started the Owner then decided to designate some of the flatwork as requiring the integral color additive. The Construction Manager decided since the integral color additive was listed in the specification the concrete contractor should have put that product in his bid. The CM denied a change order from the concrete contractor for the cost of the integral color additive. What is wrong with the CM's logic?

First, bidding is not supposed to be a guessing game. It is the specifier's job to clearly state which products are used and where. Let's use ACI 301-10 *Specifications for Structural Concrete* as an example. The Mandatory Specification Checklist for this document indicates work requirements regarding specific qualities, procedures, materials, and performance criteria that are not defined in ACI Specification 301-10. Thus, the specifier must include these requirements in the Project Specification. For example, ACI 301-10 states:

- Designate in the contract documents the exposure class for portions of the structure.
- Designate areas to be treated as architectural concrete.
- Designate areas to be treated as mass concrete.

Without designating which areas should be treated as architectural concrete and contain the integral color additive, the specifier in effect told the contractor that this product was not required on this project. Even though the product is listed in the specifications, as are requirements for architectural concrete in ACI 301-10, they don't apply unless the product or concrete is designated to be used on a portion of the structure.

Second, there were many products listed in the specifications that were not used on the project. If we follow the CM's logic, the contractor should have included all the products listed in the specification in his bid regardless if they were used on the project or not. Obviously, it doesn't make any sense to charge the Owner for products that will not be used on the project.

Armed with this information and strategy the contractor went back and had a chat with the CM. As is often the case, we never heard the outcome, but believe the approach was the most likely to succeed.