



Part 1

BID DOCUMENTS

DOCUMENT 00030

INVITATION TO BID

Notice is hereby given that SPRINGVILLE CITY INCORPORATED (OWNER) will accept bids for the construction of the **1120 South Sewer** project according to the Drawings and Specifications and in accordance with the Springville City Standard Specifications and Drawings Manual, and described in general as:

Remove and replace a Sanitary Sewer manhole and approximately 474' linear feet of 8" Sanitary Sewer main line. Approximately ten (10) residential laterals will be affected and will need to be replaced. This project includes the complete restoration of affected roadway, curb and gutter, concrete and landscaping.

Bids will be accepted by the OWNER on-line through <https://tinyurl.com/springvillebids> until **10:00 AM** (local time) on **Tuesday, February 4, 2020**. The OWNER will then make the decision of award and contact the individual bidders with the decision on or after **Tuesday, February 14, 2020**.

CONTRACT DOCUMENTS to be executed by the winning CONTRACTOR may be obtained on or after the date of the bid award at the Springville City Offices, upstairs in the Community Development Office. These CONTRACT DOCUMENTS will include an agreement to be signed by both the CONTRACTOR and the OWNER prior to any work commencing. A PAYMENT BOND and PERFORMANCE BOND will be required by the winning CONTRACTOR and all necessary forms are also included in the CONTRACT DOCUMENTS.

A **MANDATORY** pre-bid conference will be held at **10:00 AM** (local time) on **Tuesday, January 28, 2020**, at the **Springville City Offices, 110 South Main, Springville, Utah**. All contractors intending to submit a bid may attend to obtain relevant information concerning the project. Bidders are advised that information affecting drawings, specifications, conditions, scope of work, etc. may be discussed.

All communication relative to the Project and any questions which BIDDERS may have concerning the project shall be directed to the OWNER during the pre-bid meeting. Additional questions not answered during the pre-bid meeting, but prior to the submitting of bids, shall be submitted online using the "Questions and Answers" section for this project using the following link:

<https://tinyurl.com/springvillebids>. (From the link, search for Springville City 1120 South Sewer project)

The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the City. Only bids giving a firm quotation properly submitted and signed will be accepted.

- END OF DOCUMENT -

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- i. *Bidder* - The individual or entity who submits a Bid directly to OWNER.
 - ii. *Issuing Office*- The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - iii. *Successful Bidder* - The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

1.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained online from <https://tinyurl.com/springvillebids> (From the link above, search for **1120 South Sewer** project)
- B. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. OWNER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

1.03 QUALIFICATIONS OF BIDDERS

- A. To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- 1. Valid license to perform this type of work in Utah
 - 2. Has completed 3 waterline main projects in the last 5 years.
 - 3. Evidence of insurability

1.04 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE CONDITIONS

- A. Subsurface and Physical Conditions
- 1. No formal subsurface or soil investigation has been made at the site

B. Underground Facilities

1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at, or contiguous to, the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

C. Hazardous Environmental Condition

1. No hazardous environmental conditions have been identified at the site.

D. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

E. On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies.

F. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

G. It is the responsibility of each Bidder before submitting a Bid to:

1. examine and carefully study the Bidding Documents, including any Addenda, the Springville Standard Specifications and Drawings manual (latest edition), APWA Standard Specifications and Drawings manual (latest edition) and the other related data identified in the Bidding Documents;
2. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
3. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work; all bids must be in accordance with the specifications and requirements provided in the Bidding Documents and the Springville Standard Specifications and Drawings manual (latest edition).

4. carefully study all reports or 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 the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 5. obtain and carefully study (or assume responsibility for 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 6. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 7. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
 8. correlate 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;
 9. promptly give OWNER and ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 10. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- H. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.04, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

1.05 PRE-BID CONFERENCE

- A. A **MANDATORY** pre bid conference and possible site visit will be held at **10:00 AM** (local time) on **Tuesday, January 28, 2020** commencing at the **Springville City Offices, 110 South Main, Springville, Utah**. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders may attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.
- B. All contractors intending to submit a bid are invited to attend to obtain relevant information concerning the project. Bidders are advised that information affecting drawings, specifications, conditions, scope of work, etc. may be discussed

1.06 SITE AND OTHER AREAS

- A. The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the OWNER unless otherwise provided in the Bidding Documents.

1.07 INTERPRETATIONS AND ADDENDA

- A. All communication relative to the Project and any questions which BIDDERS may have concerning the project shall be directed to the OWNER during the pre-bid meeting. Additional questions not answered during the pre-bid meeting, but prior to the submitting of bids, shall be asked in writing using the Question and Answer service through Sciquest for this project <https://tinyurl.com/springvillebids> (From the link above, search for **1120 South Sewer** project).
- B. All questions about the meaning or intent of the Bidding Documents are to be submitted to OWNER in writing through Sciquest. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda delivered via Sciquest to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

1.08 BID SECURITY

- A. A Bid must be accompanied by Bid security made payable to the OWNER in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified or bank check or a

Bid Bond (on the form attached) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

- B. The bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- C. Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the Bid opening.

1.09 CONTRACT TIMES

- A. The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

1.10 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Agreement.

1.11 SUBSTITUTE AND “OR-EQUAL” ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

1.12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor,

Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- B. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- C. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

1.13 PREPARATION OF BID

- A. The Bid form is included with the Bidding Documents. Additional copies may be obtained from OWNER or ENGINEER.
- B. All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink (when paper forms are being accepted). A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered, as appropriate.
- C. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- E. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- F. A Bid by an individual shall show the Bidder’s name and official address.
- G. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- H. All names shall be typed or printed in ink below the signatures.
- I. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

- J. The address and telephone number for communications regarding the Bid shall be shown. A fax number and e-mail address, if available, shall also be shown.
- K. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

1.14 BASIS OF BID; EVALUATION OF BIDS

- A. Unit Price
 - 1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
 - 2. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The quantities shown in the bid schedule are shown for bid purposes only. Final quantities will be different and very depending upon the work directives. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
 - 3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.
- C. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

1.15 SUBMITTAL OF BID

- A. Each prospective Bidder may obtain copies of the Bidding Documents including the Bid Form, and, if required, the Bid Bond. A copy of the Bid form is to be completed and submitted with the following data:
 - 1. A tabulation of the Bid consisting of Document 00310 - Bid Schedule(s) completely and correctly filled in
 - 2. Document 00410 -Bid Bond;
 - 3. Document 00420 – Contractor's Qualifications;

4. **Note: In order to be considered, Contractor must have successfully completed three similar projects in size and scope within the last five years and give references of such.**
 5. Document 00430 - List of Subcontractors; and
 6. Additional supplemental information demonstrating the BIDDER's ability to complete projects within scheduled times and ability to perform the specific work.
- B. A Bid shall be submitted no later than the date and time prescribed and submitted electronically via Sciquest <https://tinyurl.com/springvillebids> (From the link above, search for **1120 South Sewer** project). No non-electronic (i.e. paper) bids will not be accepted, nor will bids be accepted in any other way other than via Sciquest. Bidders are encouraged to print the necessary documents for a complete bid, fill out the information needed (including all required signatures, seals, etc.), then scan and upload the documents to Sciquest in Adobe PDF format.
- C. While line items, including unit prices, quantities, and amounts, may be entered in and/or tabulated using Sciquest in order to aid Bidder with sums (when bid is set up on Sciquest to allow for this functionality), this shall not remove the responsibility from the Bidder of submitting a completed tabulation of the Bid consisting of Document 00310 - Bid Schedule completely and correctly filled in. A bid not submitting a Document 00310 - Bid Schedule, will be considered incomplete and non-responsive. Discrepancies between the information tabulated by Sciquest line items and Document 00310 - Bid Schedule will be in favor of the Bid Schedule.

1.16 MODIFICATION AND WITHDRAWAL OF BID

- A. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- B. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that bidder will be disqualified from further bidding on the Work.

1.17 OPENING OF BIDS

- A. Bids will be opened at the time and place indicated in the advertisement or Invitation to Bid via Sciquest.

1.18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid prior to the end of this period.

1.19 AWARD OF CONTRACT

- A. OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- C. In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- E. OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project

1.20 CONTRACT SECURITY AND INSURANCE

- A. Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNERs requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

1.21 SIGNING OF AGREEMENT

- A. When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within seven (7) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within seven (7) days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

1.22 LICENSING REQUIREMENTS

- A. All bidders must meet the requirements of the Utah State Contractors License Law, Title 58, Chapter.

1.23 RETAINAGE

- A. Provisions concerning CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

- END OF DOCUMENT -

DOCUMENT 00110

INFORMATION FOR BIDDERS

1.01 GENERAL

A. The Contractor shall construct the work specified herein in accordance with the requirements of the Contract Documents, the *Springville City Standard Specifications and Drawings* manual (latest edition), and the referenced portions of those referenced codes, standards, and specifications listed herein; except, for the following:

- a. Wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- b. Where there are differences between the Project specifications and drawings and *Springville City Standard Specifications and Drawings*, the more stringent shall govern.

1.02 TENTATIVE PROJECT SCHEDULE

The following is a preliminary project schedule and is subject to change:

Public Announcement Published in Newspaper	Saturday, January 18, 2020 Sunday, January 19, 2020
Bid Documents Available on Sciqwest https://tinyurl.com/springvillebids (From the link, search for 1700 East Storm Drain project)	on or after Tuesday, January 21, 2020
Pre-bid Conference / Site Visit	10:00 AM, Tuesday, January 28, 2020
Bids Due on Sciqwest https://tinyurl.com/springvillebids	10:00 AM, Tuesday, February 4, 2020
Notice of Award	Friday, February 14, 2020
Pre-Construction Meeting	Friday, February 21, 2020
Notice to Proceed / Commence Construction	Monday, March 2, 2020
Construction Substantial Completion	Friday, April 17, 2020
Construction Final Completion	14 Days after the Substantial Completion

1.03 CONSTRUCTION COORDINATION

A. The work on this project must proceed in a systematic way with a minimum of inconvenience

to the public. The Contractor will confine its operations to as small an area of work per crew as feasible.

- B. For construction occurring during the time period of “irrigation season” (i.e. typically April 15 - October 15). Special care and consideration will need to be given when working on, near, or around irrigation pipelines, ditches, structures, or other facilities, to ensure that irrigation deliveries will be able to be delivered upon completion of work. If needed the Contractor will coordinate construction with the Springville Irrigation Company to minimize disruption to irrigation facilities. Contact Springville Irrigation Company Water Master, Al Alvarez, 801-427-2240 (cell) or 801-491-2985 (office).
- C. Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and the Contractor must employ, as far as possible, such methods and means in carrying out his work as will not cause any interruption or interference to any other contractor.
- D. Contractor will notify residents of the commencement of construction a minimum of 48 hours prior to start of work. Access to homes will be provided to the residents on the street each morning and night. The Contractor will notify/coordinate with residents a minimum of 48 hours prior to paving of the roadway or placing concrete. Concrete will be allowed to cure a minimum of 7 days before vehicular traffic will be allowed back on it.
- E. Before burying pipeline or fittings, Contractor shall contact City Inspector to allow for inspection and survey of all items using GPS to determine exact location of utility. Items buried without City approval will be re-excavated by the Contractor at no additional cost to the City.

1.04 FEDERAL, STATE, AND LOCAL INSPECTING AGENCIES

- A. The site of construction is to be open at all reasonable times and places for periodic observation by accredited representatives of the Federal, State, and local agencies who have regulatory or supervisory authority over any part of the work proposed or regulated thereto.

1.05 SPECIAL ENVIRONMENTAL CONCERNS

- A. The construction for this project is in an environmentally sensitive area and special care will be given when working in close proximity to streams and springs.

1.06 PUBLIC SAFETY AND CONVENIENCE

- A. The convenience of the general public and the protection of persons and property is of prime importance and shall be provided for by the Contractor during this project. The Contractor shall use every reasonable precaution to safeguard persons and property. Failure of the Owner or the Engineer to notify the Contractor of any deficiencies in providing for public safety and convenience shall not relieve the Contractor from its responsibility. If an unsafe condition arises or exists during the progress of the work, or if the Owner has reason to believe that an unsafe condition exists, suspend the work wholly or in part for such period as may be necessary to correct the unsafe condition. The Contractor shall be required to comply with the

requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

- i. Compliance with Rules and Regulations: The Contractor shall comply with all rules and regulations of the City, County, and State authorities regarding the closing of public streets, or highways, to the use of public traffic. If conditions justify, the Engineer may authorize the contractor to close general traffic. No such closure shall be made without authorization of the Engineer. Closure of streets or highways shall be in conformance with the (MUTCD).
- ii. Road Closures and Obstructions: No road shall be closed to the public by the Contractor except by express permission of the Engineer or Public Works Department Director. The Contractor shall, at all times, conduct its work so as to insure the least possible obstruction to traffic and normal commercial pursuits.
- iii. Protection of the Traveling Public: All obstructions within traveled roadways shall be protected by signs, barricades, and lights where necessary for the safety of the traveling public. All barricades and obstructions shall be protected at night by signal lights that shall be suitably distributed across the roadway and kept burning from sunset to sunrise. Barricades shall be of substantial construction. Failure of the Owner or the Engineer to notify the Contractor to maintain barricades, barriers, lights, flares, danger signals, or guards shall not relieve the Contractor from its responsibility.
- iv. Hazardous Conditions: Whenever the Contractor's operations create a hazardous condition, it shall furnish flaggers and guards to give adequate warning to the public of any dangerous conditions to be encountered. It shall furnish, erect, and maintain fences, barricades, signs, lights, and other devices that may be necessary to prevent injury and damage to persons and property. Flaggers and guards shall be UDOT trained and shall hold current certification and shall be equipped with signs, flags, etc. as required by the Utah State Department of Transportation (UDOT) regulations.
- v. Dust and Debris Control: The Contractor shall control dust and debris that originates in the construction right-of-way or site. Dust, trash, and other debris shall be controlled on a daily basis by methods that shall include, but not be limited to, the use of a dust setting spray, a pick-up broom or street sweeper and trash disposal. The Contractor shall maintain on the project site a water truck with a minimum two thousand (2,000)-gallon capacity. The Contractor shall be responsible to secure a source of water and shall obtain the necessary permission for its use. Failure by the Contractor to adequately control dust and debris may result in the Owner initiating dust and debris control measures and deducting the cost from payment due to the Contractor.

1.07 EXAMINATION OF PLANS AND SITE OF WORK

- A. The bidder is required to examine carefully the site of the proposed work, the Plans, Specifications, Special Conditions, General Conditions, Bid, Contract, and Bond forms before submitting a Bid. Submission of a Bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents.

1.08 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the Plans and Specifications is to prescribe a complete work or improvement which will be performed in a manner acceptable to the Engineer and in full compliance with the terms of the Contract. Provide the Owner with a complete, safe, and operable work or improvement, even though the Plans and Specifications may not specifically call out all items or items of work required of the Contractor to complete his tasks, incidental appurtenances, materials, and the like.
- B. Perform the work in accordance with the lines, grades, cross sections, and dimensions indicated on the Plans and detailed drawings.
- C. Unless otherwise specified in the Special Conditions, furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a safe, satisfactory and workmanlike manner within the time specified.

1.09 CHANGES IN THE WORK

- A. The Owner, without invalidating the Contract and without notification of Sureties, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Owner. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional costs caused thereby shall be adjusted at the time of ordering such change or extra work.
- B. In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered, except in an emergency endangering life or property.
- C. It is mutually understood that it is inherent in the nature of the pipelines, roads, structures, and other construction, that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. The Owner shall have the right to make such changes, from time to time, in the Plans, in the character of the work, and in the termini of the project as may be necessary or desirable to provide for the completion of the work in the most satisfactory manner without invalidating the Contract for the Contractor.
- D. Any change ordered by the Owner which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to negotiation. The Contractor shall submit his price to the Owner to construct the Owner requested change in the work within 5 days of the date the Owner delivers the written request to the Contractor to submit his price to perform the changed work.
- E. The Engineer shall have the right to add or delete units at the item unit rates set forth in the Bid Schedule.

- F. Upon demand of either the Contractor or the Owner an equitable adjustment satisfactory to both parties shall be made in the basis of payment for extra work. The prices agreed upon and any agreed upon adjustment in Contract time shall be incorporated in the written order issued by the Owner, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by his signature. In the event prices cannot be agreed upon, the Owner reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question on a force account basis as provided hereinafter.

1.10 WEATHER CONDITIONS

- A. In the event of temporary suspension of work, or during inclement weather, the Contractor will, and will cause its Subcontractors to, protect any project work or materials against damage from the weather. If, in the opinion of the Engineer, any Project work or materials become damaged by reason of failure on the part of the Contractor or any of its Subcontractors to so protect its work, such work or materials shall be removed and replaced at the expense of the Contractor.

1.11 LAND MONUMENTS

- A. Survey land monuments and property marks shall not be moved or otherwise disturbed by the Contractor until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction and at no cost to the Owner.
- B. The Contractor shall preserve existing City, County, State, and Federal land monuments whenever possible. When these monuments cannot be preserved, the Contractor shall notify the Engineer at least two (2) weeks in advance of the proposed construction in order that the Engineer will have ample opportunity to reference these monuments for later replacement.

1.12 LINES AND GRADES

- A. All work under this Contract shall be built in accordance with the lines and grades as indicated in the Contract Documents. Distances and measurements, except elevations and structural dimensions, are given and made on horizontal planes.

1.13 CONSTRUCTION STAKING

- A. Construction staking for the Contract work shall be performed by the Owner as outlined in section 01050 "Field Engineering."

1.14 PROJECT RECORD DOCUMENTS

- A. Maintain at the site, available to the Owner and Engineer at all times, one copy of all Plans, Specifications, Addenda, accepted Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These shall be delivered to the Engineer for the Owner upon completion of the Project. The City will perform an as-built survey of the improvements. Before burying pipeline or fittings, Contractor shall

contact City Inspector to allow for inspection and survey of all items using GPS to determine exact location of utility. Items buried without City approval will be re-excavated by the Contractor at no additional cost to the City.

1.15 CONSTRUCTION PROGRESS SCHEDULE

- A. The Contractor shall, as required, at the time of each work directive submit an estimated construction progress schedule. The progress schedule shall be subject to the approval of the Engineer. The Contractor shall submit copies of the progress schedule with each request for payment showing the relation of the completed work to the progress schedule. Application for payment will not be accepted without a current report on the progress of the Work.

1.16 APPROVED HAUL ROUTES

- A. The Contractor shall only use haul routes approved by the City Engineer or City Public Works Director.

1.17 UTILITIES SHOWN ON THE PLANS

- A. Regardless of what utilities are shown on the Plans, verify these locations and any additional lines which may exist through consulting with the Owner, utility companies, and/or "Blue stakes"(1-800-662-4111).
- B. Existing utilities are indicated on project Plans in accordance with the best information available. Notify all utilities when work is in progress and make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to the owner of a damaged utility line, including individual or house service utility lines.
- C. No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by the Contractor's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.
- D. Expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures which might interfere with the construction of the project, in order to permit survey location prior to construction.
- E. The work necessary to the raising, lowering or relocating of a utility, which work is not so indicated on the Plans shall be at the owner's expense. The necessary work may be done by the owner of the utility or by the Contractor, at the option of the owner of the utility. All work shall be in accordance with the standards of the owner of the utility.
- F. Resolve crossing and clearance problems concerning all utility structures with the utility company concerned.

1.18 UTILITIES NOT SHOWN ON THE PLANS

- A. If utility lines are encountered which are not indicated on the Plans, other than individual or

house service utility lines, and which the Owner, utility companies, and/or "Blue stake" are unaware of their existence, and these lines are damaged or work is required to clear same, then the Contractor will be paid for any extra work involved on his part, as set forth elsewhere herein.

1.19 LUMP SUM BID ITEMS

- A. While this contract is based on a Unit Price basis, payment for some items will be on a lump sum basis, as shown in the Bid Schedule.
- B. Payment for the lump sum items, as designated in the Bid Schedule and Measurement and Payment, for the completed work will be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment, and appurtenances included in the work as are necessary to complete the total work under this Contract in a good, neat, and satisfactory manner as indicated on the Plans, as described in the Specifications, and as otherwise implied or required to fulfill the objective of the work. Each item, fixture, piece of equipment, work, etc., as indicated on the Plans, or specified anywhere in these Documents, shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.
- C. Any and all patents and license fees for the right to use equipment or processes included in this Contract shall be included in the lump sum bid price. Submit to the Engineer an itemized list of all such fees, indicating the amount of each and to whom paid.
- D. Cost of painting, testing, and other incidental operations, profit, and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the lump sum bid price for the item to which they pertain.

1.20 CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES

- A. At all times, the Contractor shall be present at the work in person or represented by a competent superintendent who shall supervise and direct the work and shall be authorized by the Contractor to receive and fulfill instructions from the Engineer.
- B. At all times during working hours, the Contractor shall be represented in all matters pertaining to this project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by the Engineer to the Contractor's superintendent on the work shall be considered as having been given to the Contractor. Before any work is done at the jobsite, give written notice to the Engineer stating who the Contractor's superintendent will be, giving his home address and telephone number. Any request by the Contractor to change the general superintendent shall be submitted in writing to the Engineer for his approval. A statement naming more than one representative at a time to be in charge and depending upon which is present at the time will not be acceptable.
- C. Emergencies may arise during the progress of the work which may require special effort or require extra shifts of workers to continue the work beyond normal working hours. Be prepared in case of such emergencies from whatever cause, to do all necessary work promptly.

1.21 PROPERTY RIGHTS IN MATERIAL

- A. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the material used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the Owner upon being so attached or affixed and accepted.

- END OF SECTION -

DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION: 1120 South Sewer

CONTRACT IDENTIFICATION AND NUMBER: RFB 2019-020

THIS BID IS SUBMITTED TO: Springville City
110 South Main
Springville City, Utah 84663

1.01 ACCEPTANCE TO ENTER AGREEMENT

- A. 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.

1.02 TERMS AND CONDITIONS

- A. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree in writing upon request of OWNER.

1.03 REPRESENTATION OF BIDDER

- A. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - i. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number	Date

- ii. 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.
 - iii. 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.

- iv. 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 the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Conditions, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- v. Bidder has obtained and carefully studied (or assumes responsibility for having done 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.
- vi. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for 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.
- vii. 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.
- viii. 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.
- ix. Bidder has given OWNER and ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER and ENGINEER is acceptable to Bidder.
- x. 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.

1.04 REPRESENTATION OF BID

- A. Bidder further represents that 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

1.05 COMPLETION AND COST OF WORK

- A. Bidder will complete the Work in accordance with the Contract Documents for the prices provided in the Bid Schedule(s) (Document 00310) which are attached to and made a condition of this Bid.
- B. 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 provided, determined as provided in the Contract Documents.

1.06 COMPLETION AND LIQUIDATED DAMAGES

- A. Bidder agrees that the Work will be substantially completed, and 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.
- B. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

1.07 DOCUMENTS INCLUDED WITH BID

The following documents are attached to and made a condition of this Bid:

- A. A tabulation of the Bid consisting of Document 00310 - Bid Schedule(s) completely and correctly filled in;
- B. Completion and submission of Document 00420 – Contractor’s Qualifications and Experience. Included with this form should be information required by Document 00100 Section 3 Qualifications of Bidders.
- C. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid consisting of Document 00430 - List of Subcontractors;
- D. Additional supplemental information demonstrating the Bidder’s ability to complete the project within the scheduled time and ability to perform the specific work.

1.08 MISCELLANEOUS

- A. Terms used in this Bid with capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
- B. If required by the Supplementary Conditions, Bidder will comply with the provisions of 40 CFR Part Nos. 8, 60-1 and 60-4 concerning Equal Employment Opportunities (EEO).

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing Business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

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)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone or FAX Number, and Address for receipt of official communications:

(Each joint venture 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.)

CERTIFICATION OF REGISTRATION

This is to certify that I or We _____
the undersigned, is a Registered Contractor in the State of Utah,

and that I or We hold License No. _____.

as issued by the Utah State Commission of Business Regulations, _____
(date)

licensing me or us to practice as a _____ Contractor in said State.

Contractor*

By _____

* Signer, title and address same as above.

- END OF BID FORM -

SECTION 00310

BID SCHEDULE

1.01 PROJECT IDENTIFICATION

A. Name: 1120 South Storm Drain

B. Submitted to: Springville City
110 South Main
Springville City, Utah 84663

1.02 RELATED SECTIONS

Section 01025: Measurement and Payment

1.03 SCHEDULES TO BE ADDED TO THE AGREEMENT

This Bid Schedule contains the schedule of values which will be incorporated into the Agreement (Section 00500) by reference.

1.04 BID SCHEUDLE

A. Approach To Work and Constraints

The following shall be considered in preparing the Bid Schedule:

1. Night work will **NOT** be allowed
2. Cost of mobilization is limited to no greater than 5% of the cost of construction.
3. Access to driveways shall maintained at all possible times except during trenching operations. When not trenching, the driveway shall be plated to allow access.
4. Property owners must be notified at least 48 hours prior to sewer lateral construction.

B. Schedule of Values

1120 South Sewer			
ITEM	DESCRIPTION	EST.QTY.	UNIT
1	Mobilization	1	LS
2	Traffic Control	1	LS
3	Asphalt Removal	3,450	SF
4	Remove Concrete C&G	90	LF

5	Remove 6" Concrete Flatwork	675	LF
6	Remove & Dispose Existing Manhole	1	EA
7	8" SDR-35 PVC sewer pipe	475	LF
8	4" PVC sewer lateral	610	LF
9	48" Pre-cast manhole (sewer)	1	EA
10	30" Concrete Curb and Gutter (includes associated roadbase)	90	LF
11	6" Concrete Flatwork (includes associated roadbase)	675	SF
12	Asphalt pavement "T-patch"	3,450	SF
13	Adjust existing manhole to new finished grade and collar	2	EA
14	City Survey Monuments	1	EA
15	Landscape Restoration	1,465	SF
BID TOTAL			

1.05 BIDDER'S ACKNOWLEDGEMENT

The BIDDER acknowledges to the OWNER that the BID provided herein includes total cost required to build a fully functioning project including all work, materials, appurtenances, accessories, and related items as outlined within these specifications and shown in the drawings.

COMPANY: _____

Signed: _____

Title: _____

Date: _____

- END OF SECTION -

DOCUMENT 00410

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER : Springville City
110 South Main
Springville, Utah 84663

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and BIDDER, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

BIDDER's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

—
—
—
—
—

—
—
—
—
—

Signature and Title

Signature and Title
(Attach Power of Attorney)

PENAL SUM FORM

Attest: _____

Attest: _____

—
—
—
—
—

—
—
—
—
—

Signature and Title

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State in which the Project is located.

3. This obligation shall be null and void if:

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

- 3.1 OWNER accepts Bidder's bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2 All bids are rejected by OWNER, or
- 3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

EJCDC NO. 1910-28-C (1996 Edition)

DOCUMENT 00411

BID SECURITY

Fill in the Bid Bond (Document 00410) or append a certified or bank check made payable to OWNER.

DOCUMENT 00420

CONTRACTOR'S QUALIFICATION AND EXPERIENCE

The BIDDER shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Address:

B. CONTRACTOR's Telephone Number: _____ Fax Number: _____

C. CONTRACTOR's License:
Primary Classification _____
State License No. _____
Supplemental Classifications held, if any: _____

D. Number of years as a contractor in construction work of this type: _____

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

Name	Title
------	-------

F. Name of person who inspected site of proposed work for your firm:

Name	Date of Inspection
------	--------------------

G. Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this Contract:

Surety:	Address:
Agent:	Title:
Phone:	Fax:

H. List of current jobs now under construction:

	<u>Client</u>	<u>Telephone No.</u>	<u>Dollar Amt.</u>	<u>Type of Job</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

I. List projects of this size and complexity completed within the last five years:

	<u>Client/Reference</u>	<u>Telephone No.</u>	<u>Dollar Amt.</u>	<u>Type of Job</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

J. Have you ever failed to complete any work awarded to you? If so, when, where and why?

k. List your major equipment available for this Contract:

Contractor's Signature

- END OF DOCUMENT -

DOCUMENT 00430

LIST OF SUBCONTRACTORS

The bidder shall list below the names and business address of each subcontractor who will perform Work under this Contract in excess of five percent (5%) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. _____ _____	_____ _____
2. _____ _____	_____ _____
3. _____ _____	_____ _____
4. _____ _____	_____ _____
5. _____ _____	_____ _____
6. _____ _____	_____ _____

- END OF DOCUMENT -