

DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION: SPRINGVILLE CITY MICRO SURFACING TYPE II – 2020

CONTRACT IDENTIFICATION AND NUMBER: RFB 2020-010

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

21 ACCEPTANCE TO ENTER AGREEMENT

21.01 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.

22 TERMS AND CONDITIONS

22.01 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.

23 REPRESENTATION OF BIDDER

23.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

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

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and

Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in 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.
- E. 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.
- F. 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.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given 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.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

SECTION 00310

BID SCHEDULE

1.01 PROJECT IDENTIFICATION

- A. Name: SPRINGVILLE CITY MICRO SURFACING TYPE II 2019
- B. Submitted to: Springville City
110 South Main
Springville City, Utah 84663

1.02 RELATED REQUIREMENTS

- A. Section 01025: Measurement and Payment

1.03 SCHEDULES TO BE ADDED TO THE AGREEMENT

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

1.04 BID SCHEDULE

- A. Base Bid Schedule of the SPRINGVILLE CITY MICRO SURFACING TYPE II 2020 project:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT
1	Mobilization	1	LS	\$	\$
2	Provide traffic control	1	LS	\$	\$
3	Furnish and place micro surfacing type II	434,926	SY	\$	\$
				\$	\$
BID TOTAL					\$

- B. THE FOLLOWING INFORMATION IS ACKNOWLEDGED BY THE BIDDER:

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

COMPANY: _____

Signed: _____

Title: _____

Date: _____

- END OF SECTION -

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

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

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.
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.
3. This obligation shall be null and void if:
 - 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).
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.
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.
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.
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.
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.
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.
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.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

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

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

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

Name	Date of Inspection
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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 four 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 -