

Bidding and Contract Documents for

**WASTEWATER TREATMENT PLANT
AERATOR REPLACEMENT**

For

THE CITY OF FARMER CITY, ILLINOIS

MSI JOB #23418005.04

April 2018

Prepared By:



3116 N. Dries Lane, Ste. 100
Peoria, IL 61604
(309) 693-7615

Professional Design Firm #184-005754

Table of Contents

Wastewater Treatment Plant Aerator Replacement
for the City of Farmer City, Illinois
MSI Project # 23418005.04

DIVISION 0 – Bidding & Contract Documents

00020 - Invitation to Bid	00020-1 to 00020-2
00110 - Instructions to Bidders	00100-1 to 00100-8
00300 - Bid Forms	00300-1 to 00300-6
00410 - Bid Bond.....	00410-1 to 00410-2
00500 - Std. Form of Agreement Between Owner & Contractor	00500-1 to 00500-6
00610 - Performance Bond	00610-1 to 00610-2
00620 - Payment Bond.....	00620-1 to 00620-2
00630 - Notice of Award	00630-1 to 00630-2
00640 - Notice to Proceed.....	00640-1
00650 - Change Order.....	00650-1
00700 - General Conditions	00700-0 to 00700-42
00800-1 - Supplementary Conditions	00800-1 to 00800-16
00800-17 - Prevailing Wage Certification	00800-17
00800-19 - Wage Determination for Dewitt County	00800-19 to 00800-25
00800-27 - Application for Payment Form.....	00800-27 to 00800-29
00800-30 - Contractor’s Affidavit Form.....	00800-30 to 00800-31

DIVISION 1 – General Provisions

01010 - Summary of Work	01010-1 to 01010-4
01500 - Temporary Facilities and Controls	01500-1 to 01500-2

SECTION 00020
INVITATION TO BID

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as **City of Farmer City – Wastewater Treatment Plant Aerator Replacement** and is further described as follows:

The proposed Work consists of but is not limited to the following:

- Replacement of 3 aerators in the Excess Flow Lagoon

1.02 TYPE OF BID

- A. BIDS for the **City of Farmer City – Wastewater Treatment Plant Aerator Replacement** will be received and preliminarily evaluated on a lump sum price basis.
- B. The OWNER reserves the right to evaluate alternate forms of contractual methodology.

1.03 TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed BIDS for **City of Farmer City – Wastewater Treatment Plant Aerator Replacement** will be received by the City Clerk, 105 S. Main, Farmer City, IL 61842, until **2:00 PM (Central Standard Time)** on June 1, 2018.
- B. All BIDS received will be publicly opened and read aloud at the above time and place.

1.04 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. The CONTRACT DOCUMENTS may be examined at the following locations:
1. The City of Farmer City, City Clerk's Office at 105 S. Main, Farmer City, IL 61842 (309) 928-2412);
 2. The Peoria office of Maurer-Stutz, Inc.,
 - a. 3116 N. Dries Lane, Ste. 100, Peoria, IL 61604, by contacting (309) 693-7615.
 3. Contractor Plan Rooms at the following locations:
 - a. Greater Peoria Contractors & Suppliers Assoc., 1811 W. Altorfer, Peoria, IL 61615.
 - b. F.W. Dodge Corp., S 1620 5th Street, Springfield, IL 62703
- B. Copies of the above documents may be obtained at the following location, upon depositing the non-

refundable sum of TWENTY DOLLARS (\$20.00) per set. An electronic copy of the documents may be obtained at no charge by contacting Maurer-Stutz, Inc. at 309-693-7615.

1. Maurer-Stutz, Inc., 3116 N. Dries Lane, Ste. 100, Peoria, IL 61604.

1.05 BID SECURITY

- A. Bid security in the amount of ten percent (10%) of the BID must accompany each BID in accordance with the Instructions to Bidders. Bidders may submit either a certified check, bank check, or Bid Bond as Bid Security.

1.06 PERFORMANCE AND PAYMENT BONDS

- A. The successful Bidder will be required to furnish a satisfactory Performance Bond and Payment Bond in the full amount of the BID. No BID shall be withdrawn after the opening of the BIDS for a period of **ninety (90)** days after the scheduled time of closing BIDS.

1.07 RIGHT TO REJECT BIDS

- A. The OWNER reserves the right to waive irregularities, informalities and to reject any and all BIDS. Unless all BIDS are rejected, award shall be made to the lowest responsible bidder as determined by the unit cost bid.
- B. BIDS that contain any omission, erasures, or alterations or that contain additions or items not called for in the contract, specifications, and plans or that contain irregularities of any kind, may be rejected as informal.
- C. In the event of any discrepancy between the bid based upon the unit costs provided and the total item cost as provided by the bidder, the unit cost bid shall govern.

By Order of the City of Farmer City, Illinois

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 ed.) have the meanings assigned to them in the GENERAL CONDITIONS. The term "Bidder" means one who submits a BID directly to OWNER, as distinct from a sub-bidder, who submits a BID to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation has hereinafter provided) makes an award. The term "BIDDING DOCUMENTS" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed CONTRACT DOCUMENTS (including all ADDENDA issued prior to receipt of BIDS).

1.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the BIDDING DOCUMENTS in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from ENGINEER.
- B. A complete set 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 and ENGINEER in making copies of the BIDDING DOCUMENTS available on the above terms do so only for the purpose of obtaining BIDS on the WORK and do not confer a license or grant for any other use.

1.03 QUALIFICATIONS OF BIDDERS

- A. Bidders shall demonstrate that the company submitting the bid has successfully completed work of this nature at some time in the three (3) years prior to the date of this invitation. The Bid submittal shall include a list of similar projects completed in the last three (3) years. Work performed by subcontractors shall not be accepted as demonstration of past experience.
- B. The form "Identity of Major Material Suppliers and Subcontractors" found in the Supplementary Specifications is considered additional to the above-required data.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a BID, to (a) examine the CONTRACT

DOCUMENTS thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the WORK, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the WORK, (d) study and carefully correlate Bidder's observations with the CONTRACT DOCUMENTS, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the CONTRACT DOCUMENTS.

- B. Bidders shall, at Bidder's own expense, carefully examine the entire site(s) of the Work and the adjacent premises and the various means of approach to the site(s) and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering equipment and for handling material at the site(s), and to inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the Work.
- C. No plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the Work under this contract, as a result of a failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of said contract, specifications, and drawings, or will be accepted as a basis for any claims whatsoever for extra compensation.
- D. Reference is made to the SUPPLEMENTARY CONDITIONS for identification of the following:
 - 1. Before submitting a BID, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the WORK and which Bidder deems necessary to determine its BID for performing and furnishing the WORK in accordance with the time, price and other terms and conditions of the CONTRACT DOCUMENTS.
 - 2. On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a BID. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. Bidders are required to contact the City of Farmer City, Treatment Plant Operator, Calvin Floery, at 309-928-2412, to request a site visit.
 - 3. The submission of a BID will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the BID is premised upon performing and furnishing the WORK required by the CONTRACT DOCUMENTS and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the CONTRACT DOCUMENTS, and that CONTRACT DOCUMENTS are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

1.05 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the CONTRACT DOCUMENTS are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by ADDENDA e-mailed, mailed, or delivered to all parties recorded by ENGINEER as having received the BIDDING DOCUMENTS. Questions received less than five (5) working days prior to the date for opening of BIDS may not be answered. Only questions answered by formal written ADDENDA will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. ADDENDA may also be issued to modify the BIDDING DOCUMENTS as deemed advisable by OWNER or ENGINEER.

1.06 BID SECURITY

- A. Each BID must be accompanied by Bid security made payable to OWNER in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified check or bank check or a Bid Bond issued by a surety meeting the requirements of Sections 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 Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the AGREEMENT 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 the seventh day after the EFFECTIVE DATE OF THE AGREEMENT or the **ninety-first (91st) day** after the BID opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with BIDS which are not competitive will be returned within seven (7) days after the BID opening.

1.07 CONTRACT TIME

- A. The numbers of days within which, or the dates by which, the WORK is to be substantially completed and also completed and ready for final payment (the CONTRACT TIMES) are set forth in the Bid Form and the AGREEMENT.

1.08 LIQUIDATED DAMAGES

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

1.09 SUBSTITUTE OR "OR-EQUAL" ITEMS

- A. The CONTRACT, if awarded, will be on the basis of materials and equipment described in the DRAWINGS or specified in the SPECIFICATIONS without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the DRAWINGS or specified in the

SPECIFICATIONS 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 Section 6.05 of the GENERAL CONDITIONS and may be supplemented in the GENERAL REQUIREMENTS.

1.10 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. If the SUPPLEMENTARY CONDITIONS require the identity of certain SUBCONTRACTORS, SUPPLIERS and other persons and organizations (including those who are to furnish the principal items of material and equipment) 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 seven (7) days after the BID opening submit to OWNER a list of all such SUBCONTRACTORS, SUPPLIERS and other persons and organizations 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, or person or organization if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed SUBCONTRACTOR, SUPPLIER, or other person or organization, OWNER may, before the NOTICE OF AWARD is given, request the apparent successful Bidder to submit an acceptable substitute in accordance with the provisions of Section 6.06 of the GENERAL CONDITIONS and as modified by the SUPPLEMENTARY CONDITIONS. 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 and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any SUBCONTRACTOR, SUPPLIER, or other person or organization listed and to whom OWNER does not make written objection to will be deemed acceptable to OWNER subject to revocation of such acceptance after the EFFECTIVE DATE OF THE AGREEMENT as provided in Section 6.06 of the GENERAL CONDITIONS.
- B. If contracts where the CONTRACT PRICE is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the NOTICE OF AWARD, shall identify in writing to OWNER those portions of the WORK that such Bidder proposes to subcontract and after the NOTICE OF AWARD may only subcontract other portions of the WORK with OWNER's written consent.
- C. No CONTRACTOR shall be required to employ any SUBCONTRACTOR, SUPPLIER, other person or organization against whom CONTRACTOR has reasonable objection.

1.11 PRE-BID MEETING

- A. A Pre-Bid meeting will not be held for this Project. Bidders may contact the OWNER or ENGINEER regarding the BIDDING DOCUMENTS or to request a site visit.

1.12 BID FORM

- A. The Bid Form is included with the BIDDING DOCUMENTS; additional copies may be obtained from ENGINEER.
- B. All blanks on the Bid Form must be completed in ink or by typewriter.
- C. BIDS by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The BID shall contain an acknowledgment of receipt of all ADDENDA (the numbers or letters of which must be filled in on the Bid Form).
- G. The address and telephone number for communications regarding the BID must be shown.
- H. Bidders must submit bid prices for all requested deductive alternates requested and shown in the Bid Form.

1.13 SUBMISSION OF BIDS

- A. BIDS shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the PROJECT title (and, if applicable, the designated portion of the PROJECT for which the BID is submitted) and name and address of the Bidder and accompanied by the Bid security and any other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- B. BIDDERS are alerted to the fact that this project is subject to prevailing wages as determined by the Illinois Department of Labor. In the employment and use of labor, the CONTRACTOR shall conform to all State of Illinois Statutory requirements regarding labor, including, but not limited to, the following Act:
 - 1. An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the state, county, city or any political subdivision or by anyone under contract for public works, as amended (Illinois Revised Statutes, Ch. 48, par. 39s-1 et se), which provides in part that the CONTRACTOR, SUBCONTRACTORS, etc. shall pay to all laborers, workmen

and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.

C. BIDDERS are alerted to the fact that this project is subject to Illinois Human Rights requirements. In the employment and use of labor, the CONTRACTOR shall conform to all State of Illinois Statutory requirements regarding labor, including, but not limited to, the following Act:

1. An Act in regulation to employment and human rights regulating Equal Employment Opportunities - Affirmative Action in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works, as amended (Illinois Human Rights Act, 775 ILCS Sec. 5/2-105), which provides in part that the CONTRACTOR, SUBCONTRACTOR, etc. shall have written policies prohibiting sexual harassment and shall possess a continuing program designed to prevent harassment.

1.14 MODIFICATION AND WITHDRAWAL OF BIDS

- A. BIDS 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 at any time prior to the opening of BIDS.
- B. If, within twenty-four (24) hours after BIDS are opened, any Bidder who 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, that Bidder will be disqualified from further bidding on the WORK to be provided by the CONTRACT DOCUMENTS.

1.15 OPENING OF BIDS

- A. BIDS will be opened and (unless obviously non-responsive) read aloud publicly. A bid tab of the amounts of the base BIDS and major alternates (if any) will be made available to Bidders after the opening of BIDS.
- B. A conditional or qualified BID will not be accepted.

1.16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All BIDS will remain subject to acceptance for **ninety (90) days** after the day of the BID opening, but OWNER may, in its sole discretion, release any BID and return the Bid security prior to that date.

1.17 AWARD OF CONTRACT

- A. OWNER reserves the right to reject any and all BIDS, to waive any and all informalities not involving price, time, or changes in the WORK and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional

BIDS. Also, OWNER reserves the right to 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, whether because the BID is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in 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.

- B. In evaluating BIDS, OWNER will consider the qualifications of the Bidders, 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.
- C. OWNER may consider the qualifications and experience of SUBCONTRACTORS, SUPPLIERS, and other persons and organizations proposed for those portions of the WORK as to which the identity of SUBCONTRACTORS, SUPPLIERS, and other persons and organizations must be submitted as provided in the SUPPLEMENTARY CONDITIONS. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the WORK when such data is required to be submitted prior to the NOTICE OF AWARD.
- D. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of Bidders, proposed SUBCONTRACTORS, SUPPLIERS and other persons and organizations to perform and furnish the WORK in accordance with the CONTRACT DOCUMENTS to OWNER's satisfaction within the prescribed time.
- E. If the CONTRACT is to be awarded, it will be awarded to the lowest, responsive, responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the PROJECT.
- F. If the CONTRACT is to be awarded, OWNER will give the Successful Bidder a NOTICE OF AWARD within **ninety (90) days** after the day of the BID opening.

1.18 CONTRACT SECURITY

- A. Sections 5.01 and 5.02 of the GENERAL CONDITIONS and the SUPPLEMENTARY CONDITIONS set forth OWNER's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed AGREEMENT to OWNER, it must be accompanied by the required Performance and Payment Bonds in accordance with paragraph 2.01.A of the GENERAL CONDITIONS.

1.19 CERTIFICATES OF INSURANCE AND OTHER SUBMITTALS

- A. Article 5 of the GENERAL CONDITIONS and the SUPPLEMENTARY CONDITIONS set forth

OWNER'S requirements as to Certificates of Insurance and coverage types and amounts. When the Successful Bidder delivers the executed AGREEMENT to OWNER, it must be accompanied by the required Certificates of Insurance in accordance with Section 5.03 of the GENERAL CONDITIONS.

- B. Section 6.06 of the GENERAL CONDITIONS and the SUPPLEMENTARY CONDITIONS set forth OWNER'S requirements as to SUBCONTRACTOR/SUPPLIER information and any other information that OWNER deems necessary to make his determination that the apparent successful Bidder is qualified to perform the WORK. When the Successful Bidder delivers the executed AGREEMENT to OWNER, it must be accompanied by the required SUBCONTRACTOR/SUPPLIER information in accordance with Section 6.06 of the GENERAL CONDITIONS.
- C. The CONTRACTOR must complete the Prevailing Wage Certification (found at the end of the SUPPLEMENTARY CONDITIONS) and return this document along with the Performance and Payment Bonds, Certificates of Insurance and any other pertinent information required by OWNER prior to the OWNER executing the AGREEMENT.

1.20 SIGNING OF AGREEMENT

- B. When OWNER gives a NOTICE OF AWARD to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the AGREEMENT with all other written CONTRACT DOCUMENTS attached, where applicable. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the AGREEMENT and attached documents to OWNER with the required Performance and Payment Bonds, Certificates of Insurance and any other information requested by the OWNER (such as SUBCONTRACTOR and SUPPLIER information, etc.). Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR.

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

City of Farmer City – Wastewater Treatment Plant Aerator Replacement

THIS BID IS SUBMITTED TO:

The City of Farmer City, Illinois (OWNER)

Attn: City Clerk, City of Farmer City, 105 S. Main, Farmer City, IL 61842

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an AGREEMENT with OWNER in the form included in the CONTRACT DOCUMENTS to perform and furnish all WORK as specified or indicated in the CONTRACT DOCUMENTS for the CONTRACT PRICE within the CONTRACT TIME indicated in this BID and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.

2. 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. This BID will remain subject to acceptance for **ninety (90) days** after the day of the BID opening. BIDDER will sign and submit the AGREEMENT with the BONDS and other documents required by the BIDDING REQUIREMENTS within ten (10) days after the date of OWNER's NOTICE OF AWARD.

3. In submitting this BID, BIDDER represents, as more fully set forth in the AGREEMENT, that:
 - a) BIDDER has examined copies of all the BIDDING DOCUMENTS and of the following ADDENDA (receipt of all which is hereby acknowledged):

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____

 - b) BIDDER has familiarized itself with the nature and extent of the CONTRACT DOCUMENTS, WORK, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

 - c) BIDDER has carefully examined the entire site(s) of the WORK and the adjacent premises and the various means of approach to the site(s) and made all necessary investigations to inform themselves thoroughly as to the facilities for delivering equipment and for handling material at the site(s), and to inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the WORK.

- d) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the SUPPLEMENTARY CONDITIONS as provided in Section 4.02 of the GENERAL CONDITIONS, and accepts the determination set forth in Section SC-4.02 of the SUPPLEMENTARY CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- e) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in paragraph d) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the WORK as Bidder considers necessary for the performance or furnishing of the WORK at the CONTRACT PRICE, within the CONTRACT TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS, including specifically the provisions of Section 4.02 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by the Bidder for such purposes.
- f) Bidder has reviewed and checked all information and data shown or indicated on the CONTRACT DOCUMENTS with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the WORK at the CONTRACT PRICE, within the CONTRACT TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS, including specifically the provisions of Section 4.04 of the GENERAL CONDITIONS.
- g) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the CONTRACT DOCUMENTS.
- h) Bidder has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by ENGINEER is acceptable to Bidder.
- i) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation 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 person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. Bidder is required to submit a lump sum price for the BASE BID. Bidder will complete the Work for the following price:

NOTE TO BIDDERS: The OWNER is exempt from paying State Sales Tax for materials and services for the PROJECT, therefore, CONTRACTOR'S prices shall not include State Sales Tax.

BID SCHEDULE

BASE BID:

ITEM No.	ITEM	UNIT	QUANTITY	TOTAL PRICE
1	Replace 3 aerators in Excess Flow Lagoon	LS	1	

TOTAL BID PRICE WRITTEN IN WORDS:

Any other item of work not covered in the BID, but necessary for the completion of the PROJECT shall be included in the CONTRACT PRICE for the items to which the work pertains.

5. Bidder agrees that the WORK will be substantially complete within 75 days from the date indicated on the Notice to Proceed. Final completion shall be within 90 days from the date indicated on the Notice to Proceed.

The CONTRACTOR shall notify the OWNER at least seven (7) days prior to the beginning of WORK.

Bidder accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to complete the WORK on time.

6. The following documents are attached to and made a condition of this BID:
- A) Required Bid Security in the form of a certified check, bank check or a Bid Bond issued by a Surety meeting the requirements of Sections 5.01 and 5.02 of the General Conditions.

7. Communications concerning this BID shall be addressed to:

8. The terms used in this BID which are defined in the GENERAL CONDITIONS of the Construction Contract included as part of the CONTRACT DOCUMENTS have the meanings assigned to them in

the GENERAL CONDITIONS.

SUBMITTED on _____, 2018.

If Bidder is:

An Individual

By _____ (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer 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).

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

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)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addressed 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.

PENAL SUM FORM

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.
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, or
 - 3.2. All Bids are rejected by the 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 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.