



# Utility Engineering Consultants, *LLC*

Phone : 205.951.3838  
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135 Gemini Circle, Suite 211  
Homewood, AL 35209  
P.O. Box 21918  
Birmingham, Alabama 35219

June 16, 2025

City of Lafayette  
50 Alabama Avenue West  
Lafayette, Alabama 36862

**RE: City of Lafayette  
Wastewater Treatment Plant Upgrades  
CWSRF Project No. CS010403-05  
Re-Bid Contract No. 2**

All Contractors shall acknowledge receipt of Addendum No. 1 for above referenced job by signing and returning this statement by fax to (205) 951-3839 or email to [ktwymon@uecllc.com](mailto:ktwymon@uecllc.com)

Contractor: \_\_\_\_\_

Received by: \_\_\_\_\_

Date: \_\_\_\_\_



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Lafayette, Alabama 36862

**RE: City of Lafayette  
Wastewater Treatment Plant Upgrades  
CWSRF Project No. CS010403-05  
Re-Bid Contract No. 2**

## **ADDENDUM NO. 1**

The changes, modifications and/or additions covered by and set forth in this Addendum No. 1 shall become part of and be incorporated in the Specifications, Contract Documents and Bid Documents for the above referenced project.

## **CLARIFICATION**

Section 00410 Shall be replaced with the attached

Index shall be replaced with the attached

Section 11100 Shall be deleted

Section 11105 Shall be deleted

Section 11422 Shall be deleted

Bid package shall be replaced with attached bid package

This Addendum No. 1 shall be made a part of your set of Construction Contract Documents and Specifications. Acknowledgment of receipt of Addendum No. 1 shall be noted in the Proposal Form.

**UTILITY ENGINEERING CONSULTANTS, LLC.**

Dave Bechtel, P.E.

DB/kt

Attachment:

WATER\WASTEWATER\GAS DESIGN OPERATOR TRAINING

**RE-BID  
SECTION 00410**

**BID FORM**

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**RE-BID  
BID FORM**

**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

City of Lafayette  
50 Alabama Avenue West, Lafayette Alabama 36862

1.02 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.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents 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 which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum 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 obtained and carefully studied (or accepts the consequences for not 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 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.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the 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.
- F. 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.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. 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.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 - FURTHER REPRESENTATIONS**

4.01 Bidder further represents that:

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

#### **ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**RE-BID**

**PROPOSAL FORM  
CITY OF LAFAYETTE  
WASTEWATER TREATMENT PLANT UPGRADES  
CWSRF PROJECT NO. CS010403-05 CONTRACT NO. 2 RE-BID  
CONTRACT NO. LF24 144**

CONTRACTOR \_\_\_\_\_ LICENSE # \_\_\_\_\_

Item No.	Description	Est. Quan.	Bid Unit Price	Bid Price
1	Replace Grit System, Scum Pump WAS Pump. Replace Data Collection System, replace all wiring to final clarifiers including all mechanical, structural, electrical and miscellaneous items Furnish and Install Complete Per LS	1 LS		
2	Mechanical Modifications and Additions to Existing Plant per engineer's and owner's approval P er LS	1 LS	\$ 50,000.00	
3	Mobilization and Demobilization (4% of bid maximum) Furnish and Install Complete P er LS	1 LS		
<b>TOTAL AMOUNT OF BASE BID</b>				

Total Amount of Bid in Written Form: \_\_\_\_\_

Amount are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

## **LUMP SUM BID**

### **SUBSTITUTE EQUIPMENT**

Allowance of substitute equipment does not constitute a waiver of the Specifications. If the Bidder desires to offer equipment as a substitute to the Lump Sum Base Bid, he shall indicate in appropriate schedule below the substitution requested. The Owner reserves the right to decide whether or not the proposed substitution will be accepted. The Engineers and the Owner will review requested substitution for equipment and will generally deem the equipment equal, provided that:

1. The substitute equipment is of equal quality, function and performance to the listed equipment item, and it will perform satisfactorily and continuously. In this case, it will be assumed that the cost to the Contractor of the equipment proposed to be substituted is less than the equipment named in the Contract, and, if the substitution is approved, the Contract price shall be reduced to a corresponding amount by a Change Order which will be executed simultaneously with the signing of the Contract. The cost to be deducted from the Lump Sum Base Bid price for acceptable substitute equipment shall be determined by the Engineers and the Owner upon documentation supplied by the Bidder.
2. The equipment or material proposed for substitution is superior in construction and efficiency to that named in the Contract.

No substitute equipment will be considered unless, in the opinion of the Owner and the Engineer, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

In order that the Owner and the Engineer may determine if the proposed substitution item is equal to those specified, one set of Drawings, Specifications and full descriptive material and a list of the equipment and products proposed shall be submitted in accordance with the Instructions to Bidders, Item 9. A full explanation of variances from these Specifications shall be included with each substitution.

In the event that the substitute equipment or products is not allowed, then the equipment or products as specified for the base bid shall be furnished for the amount included in the Total Amount of Base Bid.

Substitution or modifications to the attached TABULATION OF MAJOR EQUIPMENT AND PRODUCTS ITEMS shall not be considered after the receipt of the Bidder's Proposal.

Design of this project is based upon the manufacturer's equipment or product listed in the schedule of major equipment hereinbelow. Should the Bidder propose to substitute equipment and products not listed, the Bidder shall notify the Engineers in writing of all dimensional, mechanical, hydraulic, electrical and structural changes and/or requirements for the units used and shall reimburse the Owner for any associated redesign and/or construction drawings. He shall include in his bid, the additional construction cost of mechanical, architectural, structural, electrical and engineering cost of that unit.

Redesign and Drawing revisions will be prepared by the Engineers. The Contractor shall pay the Owner for such redesign cost. The bid shall also include any paid up licenses necessary for the use of the equipment if required by the manufacturer.

The Contract will be awarded to the qualified, responsible bidder that has completed the TABULATION OF MAJOR EQUIPMENT AND PRODUCTS ITEMS including the price for materials and articles specified by the Engineers even when the Bidder chooses not to offer substitute materials and articles. The Bidder shall furnish complete the materials and articles shown as (a.) under the heading Materials and Articles in the TABULATION OF MAJOR EQUIPMENT AND PRODUCTS ITEMS when no substitute materials and articles are shown in (b.).

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

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, determined as provided in the Contract Documents.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be 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.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

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

2. Required Bid security in the form of Bid Bond or check
3. List of Proposed Subcontractors
4. List of Proposed Suppliers
5. List of Project References
6. Affidavit of Non-Collusion
7. Bid Bond

#### ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by: \_\_\_\_\_

If Bidder is: \_\_\_\_\_

##### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_



A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner — attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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 \_\_\_\_\_

Date of Authorization to do business in *Alabama* is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venturer partner — attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venturer partner — attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(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.)

All Bidder's  
Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20

State Contractor License No. \_\_\_\_\_

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**WASTEWATER TREATMENT PLANT UPGRADES**  
**CWSRF PROJECT NO. CS010403-05**  
**CONTRACT NO. 2 RE-BID**  
**CONTRACT NO. LF24 144**

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**RE-BID**  
**NON-COLLUSION AFFIDAVIT**

STATE OF ALABAMA

PROJECT NAME: City of Lafayette  
Wastewater Treatment Plant Upgrades  
CWSRF Project No. CS010403-05 Contract No. 2

CHAMBERS COUNTY

BID OPENING: \_\_\_\_\_.

I certify that \_\_\_\_\_ has not, either  
(Name of Contracting Firm)  
directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in  
restraint of free competitive bidding in connection with this contract.

Signed: \_\_\_\_\_  
(Name of Contracting Firm)

By: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**FAILURE TO EXECUTE THIS AFFIDAVIT SHALL BE CAUSE FOR REJECTION OF THIS BID.**

**SECTION 00200**

**INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1 - DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* — The office of the Engineer from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

### **ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

2.01 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 the Issuing Office.

2.02 Complete sets of Bidding Documents shall 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.

2.03 Owner and Engineer, 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.

A. The deposit shall be refunded in full to each prime contractor bidder upon return of the documents in reusable condition within ten days after bid opening. Additional sets for prime contractor bidders, subcontractors, vendors, or dealers may be obtained upon payment of the same deposit.

### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

3.01 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. Each Bidder must submit evidence of Bidder's qualification to do business in the State of Alabama.

### **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

#### **4.01 Underground Facilities**

A. 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.

4.02 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. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.03 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 contemplated by these Bidding Documents. 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.



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

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. 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;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. obtain and carefully study (or accept consequences of not doing so) all 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

E. 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(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

F. 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;

G. 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;

H. promptly give 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

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.05 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, 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.

## **ARTICLE 5 - PRE-BID CONFERENCE**

5.01 A mandatory pre-Bid conference will be held at City of Lafayette Council Chambers, 50 Alabama Avenue West, Lafayette, Alabama 36862 on \_\_\_\_\_ at \_\_\_\_\_, local time in accordance with the Notice to Contractors. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to 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.

## **ARTICLE 6 - SITE AND OTHER AREAS**

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided 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.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten 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.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## **ARTICLE 8 - BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price or \$50,000.00, whichever is less, and in the form of a certified check or bank money order 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.

8.02 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 15 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.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 - CONTRACT TIME**

9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

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

## **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each

such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 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.

12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 - PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 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.

13.04 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.

13.05 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 shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 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 shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 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, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS**

### **14.01 Unit Price**

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on the account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

## **ARTICLE 15 - SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The complete copy of the Bidding Documents is to be completed and submitted with the Bid security complete.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the The City of Jacksonville Water Works, Sewer and Gas Board, 320 Church Avenue, SE, Jacksonville, Alabama 36265.

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

16.01 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.

16.02 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.

## **ARTICLE 17 - OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 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 and return the Bid security prior to the end of this period.

## **ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, 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 not be 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.

19.02 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.

19.03 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.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, individuals, or entities must be submitted as provided in the Supplementary Conditions.

19.05 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.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Base Bid plus any alternates that are in the best interests of the Project. Project will be awarded upon the base bid, if applicable, the Owner may choose to use the alternate bid if it is in the best interest of the Project.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

21.01 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 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 - RETAINAGE**

22.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

**RE-BID  
SECTION 00410**

**BID FORM**

**TABLE OF ARTICLES**

<b><u>Article</u></b>	<b><u>Article No.</u></b>
Bid Recipient. ....	1
Bidder's Acknowledgments . . . . .	2
Bidders' Representations. ....	3
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Attachments to this Bid . . . . .	7
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Bid Submittal . . . . .	9

**RE-BID  
BID FORM**

**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

City of Lafayette  
50 Alabama Avenue West, Lafayette Alabama 36862

1.02 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.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents 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 which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum 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 obtained and carefully studied (or accepts the consequences for not 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 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.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the 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.
- F. 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.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. 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.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 - FURTHER REPRESENTATIONS**

4.01 Bidder further represents that:

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

#### **ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):



**RE-BID**

**PROPOSAL FORM  
CITY OF LAFAYETTE  
WASTEWATER TREATMENT PLANT UPGRADES  
CWSRF PROJECT NO. CS010403-05 CONTRACT NO. 2 RE-BID  
CONTRACT NO. LF24 144**

CONTRACTOR \_\_\_\_\_ LICENSE # \_\_\_\_\_

Item No.	Description	Est. Quan.	Bid Unit Price	Bid Price
1	Replace Grit System, Scum Pump WAS Pump. Replace Data Collection System, replace all wiring to final clarifiers including all mechanical, structural, electrical and miscellaneous items Furnish and Install Complete Per LS	1 LS		
2	Mechanical Modifications and Additions to Existing Plant per engineer's and owner's approval P er LS	1 LS	\$ 50,000.00	
3	Mobilization and Demobilization (4% of bid maximum) Furnish and Install Complete P er LS	1 LS		
<b>TOTAL AMOUNT OF BASE BID</b>				

Total Amount of Bid in Written Form: \_\_\_\_\_

Amount are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

## **LUMP SUM BID**

### **SUBSTITUTE EQUIPMENT**

Allowance of substitute equipment does not constitute a waiver of the Specifications. If the Bidder desires to offer equipment as a substitute to the Lump Sum Base Bid, he shall indicate in appropriate schedule below the substitution requested. The Owner reserves the right to decide whether or not the proposed substitution will be accepted. The Engineers and the Owner will review requested substitution for equipment and will generally deem the equipment equal, provided that:

1. The substitute equipment is of equal quality, function and performance to the listed equipment item, and it will perform satisfactorily and continuously. In this case, it will be assumed that the cost to the Contractor of the equipment proposed to be substituted is less than the equipment named in the Contract, and, if the substitution is approved, the Contract price shall be reduced to a corresponding amount by a Change Order which will be executed simultaneously with the signing of the Contract. The cost to be deducted from the Lump Sum Base Bid price for acceptable substitute equipment shall be determined by the Engineers and the Owner upon documentation supplied by the Bidder.
2. The equipment or material proposed for substitution is superior in construction and efficiency to that named in the Contract.

No substitute equipment will be considered unless, in the opinion of the Owner and the Engineer, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

In order that the Owner and the Engineer may determine if the proposed substitution item is equal to those specified, one set of Drawings, Specifications and full descriptive material and a list of the equipment and products proposed shall be submitted in accordance with the Instructions to Bidders, Item 9. A full explanation of variances from these Specifications shall be included with each substitution.

In the event that the substitute equipment or products is not allowed, then the equipment or products as specified for the base bid shall be furnished for the amount included in the Total Amount of Base Bid.

Substitution or modifications to the attached TABULATION OF MAJOR EQUIPMENT AND PRODUCTS ITEMS shall not be considered after the receipt of the Bidder's Proposal.

Design of this project is based upon the manufacturer's equipment or product listed in the schedule of major equipment hereinbelow. Should the Bidder propose to substitute equipment and products not listed, the Bidder shall notify the Engineers in writing of all dimensional, mechanical, hydraulic, electrical and structural changes and/or requirements for the units used and shall reimburse the Owner for any associated redesign and/or construction drawings. He shall include in his bid, the additional construction cost of mechanical, architectural, structural, electrical and engineering cost of that unit.

Redesign and Drawing revisions will be prepared by the Engineers. The Contractor shall pay the Owner for such redesign cost. The bid shall also include any paid up licenses necessary for the use of the equipment if required by the manufacturer.

The Contract will be awarded to the qualified, responsible bidder that has completed the TABULATION OF MAJOR EQUIPMENT AND PRODUCTS ITEMS including the price for materials and articles specified by the Engineers even when the Bidder chooses not to offer substitute materials and articles. The Bidder shall furnish complete the materials and articles shown as (a.) under the heading Materials and Articles in the TABULATION OF MAJOR EQUIPMENT AND PRODUCTS ITEMS when no substitute materials and articles are shown in (b.).

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

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, determined as provided in the Contract Documents.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be 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.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

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

2. Required Bid security in the form of Bid Bond or check
3. List of Proposed Subcontractors
4. List of Proposed Suppliers
5. List of Project References
6. Affidavit of Non-Collusion
7. Bid Bond

#### ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by: \_\_\_\_\_

If Bidder is: \_\_\_\_\_

##### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner — attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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 \_\_\_\_\_

Date of Authorization to do business in *Alabama* is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venturer partner — attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venturer partner — attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(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.)

All Bidder's  
Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20

State Contractor License No. \_\_\_\_\_

# RE-BID BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

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

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OWNER (Name and Address):

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BID

Bid Due Date: \_\_\_\_\_

Project (Brief Description Including Location): \_\_\_\_\_

BOND

Bond Number: \_\_\_\_\_

Date (Not later than Bid due date): \_\_\_\_\_

Penal sum \_\_\_\_\_  
(Words) (Figures)

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

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

SURETY

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

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

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. Payment of the penal sum is the extent of Surety's liability.
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 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 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.