

# PROPOSAL FORMS

Copyright © 2007 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

**BID FORM**

**Town of Waterford  
BOARD OF SELECTMEN**

**Harrison's Landing Sewer & Roadway Improvements  
and  
Maple Court Water & Sewer Extension**

**Bid #12-102**

**TABLE OF CONTENTS**

	<b>Page</b>
Article 1 – Bid Recipient .....	1
Article 2 – Bidder’s Acknowledgements .....	1
Article 3 – Bidder’s Representations .....	1
Article 4 – Bidder’s Certification .....	2
Article 5 – Basis of Bid .....	3
Article 6 – Time of Completion.....	18
Article 7 – Attachments to This Bid .....	18
Article 8 – Defined Terms .....	18
Article 9 – Bid Submittal .....	19

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:  
**Purchasing Agent  
Town of Waterford  
15 Rope Ferry Road  
Waterford, CT 06385**

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 ACKNOWLEDGEMENTS**

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

D. Not Applicable

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and drawings identified in the

Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) 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; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that 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 required, 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 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.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies 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 collusive 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 engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

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

**Unit prices are to be written in both words and figures. In case of discrepancy, the unit price shown in words will govern.**

**PART I – Utility Construction**

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	2.01	Maintenance & Protection of Traffic		L.S.		
Unit Price In Words:						
2	2.02	Traffic Control Officers	160	HR.		
Unit Price In Words:						
3	2.08	Clearing & Tree Removal		L.S.		
Unit Price In Words:						
4	2.09	Erosion & Sedimentation Control		L.S.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5	2.10	Test Pits	25	C.Y.		
Unit Price In Words:						
6	3.02	Trench Excavation & Backfill in Excess of Design Depth	100	C.Y.		
Unit Price In Words:						
7	3.03	Rock Excavation & Disposal	150	C.Y.		
Unit Price In Words:						
8	3.04	Gravel Fill	150	C.Y.		
Unit Price In Words:						
9	3.06	Gravel Subbase - Grade "B"	1,100	C.Y.		
Unit Price In Words:						
10	3.07	Processed Gravel Base	450	C.Y.		
Unit Price In Words:						
11	3.10	<u>Provisional Item:</u> Crushed Stone	50	C.Y.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
12	4.01	Temporary Pavement for Trench	3,200	S.Y.		
Unit Price In Words:						
13	4.06	2-Course Bituminous Concrete (For Pump Station Parking Area)	50	Ton		
Unit Price In Words:						
14a	5.01	6" PVC - For Drainage	40	L.F.		
Unit Price In Words:						
14b	5.01	15" HDPE (For Maple Court)	40	L.F.		
Unit Price In Words:						
15	5.03	Connect to Existing Drain. Structure (For Maple Court)	2	EA.		
Unit Price In Words:						
16	5.13	Precast Concrete Drywell	1	EA.		
Unit Price In Words:						
17a	6.01	8" Ductile Iron Water Main	360	L.F.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
17b	6.01	8" Gate Valve	1	EA.		
Unit Price In Words:						
18a	6.02	1" Water Service Connection	7	EA.		
Unit Price In Words:						
18b	6.02	2" Water Service Connection (For Pump Station)	1	EA.		
Unit Price In Words:						
18c	6.02	1" Curb Stop & Box	7	EA.		
Unit Price In Words:						
18d	6.02	2" Curb Stop & Box (For Pump Station)	1	EA.		
Unit Price In Words:						
18e	6.02	1" Copper Tubing (Type K)	180	L.F.		
Unit Price In Words:						
18f	6.02	2" Copper Tubing (Type K) (For Pump Station)	65	L.F.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
19	6.04	Fire Hydrant Assembly	1	EA.		
Unit Price In Words:						
20a	7.01	Installation of Sanitary Sewer Pipe 8" PVC Gravity: 0-12' Deep	2,250	L.F.		
Unit Price In Words:						
20b	7.01	Installation of Sanitary Sewer Pipe 8" PVC Gravity: In Excess of 12' Dp.	715	L.F.		
Unit Price In Words:						
20c	7.01	Installation of Sanitary Sewer Pipe 6" PVC Force Main	2,170	L.F.		
Unit Price In Words:						
20d	7.01	Installation of Sanitary Sewer Pipe 1½" or 2" Low Pressure Force Main	1,035	L.F.		
Unit Price In Words:						
21	7.02	Install. of Sanitary Service Lateral 6" PVC Service Connection - Type A	575	L.F.		
Unit Price In Words:						
22	7.03	<u>Provisional Item:</u> Chimney Service Connect. - Type B	35	V.F.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
23	7.04	Installation of Wye's for House Service Connections - 8"x6"	25	EA.		
Unit Price In Words:						
24a	7.05	Sanitary Sewer Manhole 0-12' Deep	215	V.F.		
Unit Price In Words:						
24b	7.05	Sanitary Sewer Manhole In Excess of 12' Deep	16	V.F.		
Unit Price In Words:						
25	7.06	Service Lateral Coring - Manhole	7	EA.		
Unit Price In Words:						
26	7.07	Force Main Terminal Cleanout Manhole	1	EA.		
Unit Price In Words:						
27	7.08	Connect to Existing Sewer	2	EA.		
Unit Price In Words:						
28	7.11	T.V. Survey Completed Sewer Mains	3,032	L.F.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
29	7.12	Impervious Check Dams	16	EA.		
Unit Price In Words:						
30	7.13	Grinder Pumps, Control System Tanks and Collars	17	EA.		
Unit Price In Words:						
31	7.14	Installation of 1 1/4" Low Pressure Force Main Services	350	EA.		
Unit Price In Words:						
32a	7.16	Railroad Crossing: Insertion and Receiving Pits		L.S.		
Unit Price In Words:						
32b	7.16	Railroad Crossing: Pipe Jacking and Sewer Pipe Install.	72	L.F.		
Unit Price In Words:						
32c	7.16	Railroad Crossing Obstruction: Not Including Boulders or Ledge	12	HR.		
Unit Price In Words:						
32d	7.16	Railroad Crossing Obstruction: Boulders or Ledge - 1 C.F. or Larger	20	C.F.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
33a	7.17	Route 32 Crossing: Insertion and Receiving Pits		L.S.		
Unit Price In Words:						
33b	7.17	Route 32 Crossing: Boring and Force Main Installation	200	L.F.		
Unit Price In Words:						
33c	7.17	Route 32 Crossing: Obstruction	8	HR.		
Unit Price In Words:						
33d	7.17	Route 32 Crossing: Grout Injection		L.S.		
Unit Price In Words:						
34	8.01	Topsoil, Seed, Fertilize and Mulch	200	S.Y.		
Unit Price In Words:						
35	8.03	Landscaping - Tree or Shrub	8	EA.		
Unit Price In Words:						
36	9.02	<u>Provisional Item:</u> Cast-In-Place Concrete	20	C.Y.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
37	9.03	<u>Provisional Item:</u> Water Service Relocation: 1" or Less	100	L.F.		
Unit Price In Words:						
38	9.03	<u>Provisional Item:</u> Drain Pipe Replacement: 18" or Less	50	L.F.		
Unit Price In Words:						

**PART I TOTAL AMOUNT:** \_\_\_\_\_

**PART I TOTAL AMOUNT IN WORDS:** \_\_\_\_\_

**PART II – Roadway Improvements**

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	2.01	Maintenance & Protection of Traffic		L.S.		
Unit Price In Words:						
2	2.02	Traffic Control Officers	80	HR.		
Unit Price In Words:						
3	2.08	Clearing & Tree Removal		L.S.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4	2.09	Erosion & Sedimentation Control		L.S.		
Unit Price In Words:						
5	2.10	Test Pits	15	C.Y.		
Unit Price In Words:						
6	3.01	General Excavation		L.S.		
Unit Price In Words:						
7	3.02	Trench Excavation & Backfill in Excess of Design Depth	50	C.Y.		
Unit Price In Words:						
8	3.03	Rock Excavation & Disposal	50	C.Y.		
Unit Price In Words:						
9	3.04	Gravel Fill	50	C.Y.		
Unit Price In Words:						
10	3.06	Gravel Subbase - Grade "B"	60	C.Y.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
11	3.07	Processed Gravel Base	200	C.Y.		
Unit Price In Words:						
12	3.10	<u>Provisional Item:</u> Crushed Stone	20	C.Y.		
Unit Price In Words:						
13	4.01	Temporary Pavement for Trench	200	S.Y.		
Unit Price In Words:						
14	4.04	Bituminous Concrete Lip Curb	210	L.F.		
Unit Price In Words:						
15	4.05	Bituminous Concrete for Sidewalks and Driveways	14,000	S.F.		
Unit Price In Words:						
16	4.06	2-Course Bituminous Concrete	2,500	Ton		
Unit Price In Words:						
17	4.07	Full Depth Reclamation	13,600	S.Y.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
18	4.08	Concrete Sidewalks & Ramps	100	S.F.		
Unit Price In Words:						
19	4.09	Concrete Curbing	5,650	L.F.		
Unit Price In Words:						
20	4.10	Milling	1,550	S.Y.		
Unit Price In Words:						
21	4.11	Overlay on Milled Surface	1,550	S.Y.		
Unit Price In Words:						
22a	5.01	6" PVC - For Drainage	15	L.F.		
Unit Price In Words:						
22b	5.01	12" HDPE	360	L.F.		
Unit Price In Words:						
23	5.02	Catch Basin (Type "C" or "C-L")	5	EA.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
24	5.03	Connect to Existing Drain. Structure	1	EA.		
Unit Price In Words:						
25	5.10	Replace Existing Catch Basin Top (Type "C" or "C-L")	5	EA.		
Unit Price in Words:						
26	5.11	<u>Provisional Item:</u> Reconstructed Exist. Drainage Structure	10	V.F.		
Unit Price In Words:						
27	5.13	Precast Concrete Drywell	4	EA.		
Unit Price In Words:						
28	5.15	Stone Drainage Trenches	400	C.Y.		
Unit Price In Words:						
29	8.01	Topsoil, Seed, Fertilize and Mulch	6,000	S.Y.		
Unit Price In Words:						
30	8.02	<u>Provisional Item:</u> Erosion Control Matting	1,000	S.Y.		
Unit Price In Words:						

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
31	8.03	Landscaping - Tree or Shrub	6	EA.		
Unit Price In Words:						
32	9.05	Replace Traffic Loop Detectors		L.S.		
Unit Price In Words:						
33	9.06	Metal Beam Rail & End Anchorages	235	L.F.		
Unit Price In Words:						
34	9.16	Signing and Pavement Markings		L.S.		
Unit Price In Words:						

**PART II TOTAL AMOUNT:** \_\_\_\_\_

**PART II TOTAL AMOUNT IN WORDS:** \_\_\_\_\_

\_\_\_\_\_

**PART III – Sanitary Wastewater Pump Station**

	<u>Sec.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	7.50	Sanitary Wastewater Pump Station		L.S.		
Unit Price In Words:						

**PART III TOTAL AMOUNT:** \_\_\_\_\_

**PART III TOTAL AMOUNT IN WORDS:** \_\_\_\_\_

**TOTAL BID AMOUNT (SUM OF PARTS I, II AND III):** \_\_\_\_\_

**TOTAL BID AMOUNT IN WORDS (SUM OF PARTS I, II AND III):** \_\_\_\_\_

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.

Provisional items are delineated in the bid form. Quantities for provisional items may or may not be used in whole or in part at the discretion of the Owner. This shall in no way affect the established contract unit prices. All bid unit prices for provisional items shall be added to establish the total bid amount.

This contract is to be awarded as outlined in Article 19 of the Instructions to Bidders.

## **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 of the General Conditions within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430), bank money order or Certified Check (circle type of security provided);
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor's License No.: \_\_\_\_\_ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids and;
  - G. Required Bidder Qualification Statement with Supporting Data
  - H. A Form W-9

## **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 is submitted by:

If Bidder is:

**An Individual**

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

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

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

**A Partnership**

Partnership Name: \_\_\_\_\_

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

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

**A Corporation**

Corporation Name: \_\_\_\_\_

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 Qualification to do business in Connecticut is \_\_\_\_/\_\_\_\_/\_\_\_\_.

**A Joint Venture**

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

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

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

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

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

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

By: \_\_\_\_\_  
(Signature of second joint venture 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.)

9.02 Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

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

E-mail \_\_\_\_\_

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

**BID BOND**

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

BIDDER *(Name and Address)*:

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

OWNER:

**Town of Waterford  
15 Rope Ferry Road  
Waterford, CT 06385**

BID

Bid Due Date:

Description:

**Harrison’s Landing Sewer & Roadway Improvements and Maple Court Water & Sewer Extension**

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

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

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder’s Name and Corporate Seal (Seal) \_\_\_\_\_ Surety’s Name and Corporate Seal (Seal)

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

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 Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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 of 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.

## PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE PROPOSES TO USE. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" \_\_\_\_\_  
.....

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

## PROPOSED SUPPLIERS

THE BIDDER SHALL STATE THE NAMES OF PROPOSED MATERIAL SUPPLIERS FOR THE PROJECT. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" \_\_\_\_\_  
.....

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Insert description of work and suppliers names as may be required.

This is to certify that all names of the above-mentioned suppliers are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed suppliers have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

## **BIDDER QUALIFICATION STATEMENT**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under Your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization including the officers.
14. Will you, upon request, fill out a confidential detailed financial statement and furnish any other information that may be required by the OWNER?
15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner or representative in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
(name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

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

My Commission expires \_\_\_\_\_ 20 \_\_.