

SECTION 00400

REVISED BID FORM (9-17-12)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Green River Joint Powers Water Board
PO Box 1229
#3 Telephone Canyon Road
Green River, WY 82935

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

A. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within ten (10) days after the date of Owner’s Notice of Award.

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. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- 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 the Site-related reports 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

Bidder will complete the Work in accordance with the Contract Documents for the following sum as reflected in the total on the attached itemized bid sheet:

Summation of Bid Totals.

(Bid Summation in written words)

\$

(Bid Summation-numeric)

Summation: The summation is not part of the bid and is solely a matter of information for convenience in reading and comparing bids at the time of opening.

**GREEN RIVER WATER
TREATMENT PLANT CLEARWELL
ITEMIZED BID SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
01020.01	Contract Bond	LS	1	\$	\$
01030.01	Mobilization	LS	1	\$	\$
01035.01	Misc. Force Account	FA	1	\$ 30,000.00	\$ 30,000.00
02200.01	Landscape Wall & Site Grading	LS	1	\$	\$
03300.01	New 4000 psi Concrete Wall	LS	1	\$	\$
03300.02	Beam / End Baffle Wall Repair [2/10]*	EA	4	\$	\$
03300.03	Interior Roof Beam/Baffle Wall Repair [4/10]*	CF	12	\$	\$
03300.04	Hatch Modifications	LS	1	\$	\$
03300.05	Modify or New Hatch Ladder	EA	1	\$	\$
03300.06	Epoxy Crack Injection	LF	50	\$	\$
03300.07	Grout (Polyurethane) Crack Injection	LF	120	\$	\$
03300.08	Epoxy Coat Repair @ Marriage Wall Beam Connection	SF	75	\$	\$
03300.09	Concrete Mock-up Wall	EA	1	\$	\$
07525.01	Modified Bituminous Membrane Roofing System & Vapor Retarder – Cold Application	LS	1	\$	\$
07525.02	White Elastomeric Roof Coating	LS	1	\$	\$
Total Bid					\$

*[Detail No./Sheet No.) Refer to Details in Drawings

Grout & Epoxy Crack Injection Quantity to Establish Unit Price – Actual Quantity Unknown.

- 1) Items shown in the plans and or described in the specifications, but not listed as a Bid Item shall be considered subsidiary to the project and no separate payment will be made for these items.

ALTERNATE BID ITEM:

ITEM NO.	DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
07525.01A	Modified Bituminous Membrane Roofing System & Vapor Retarder Using Torch Cap Sheet	LS	1	\$	\$

Name: _____
(Print)

Date: _____

Company: _____

Phone: _____

Bidder Signature: _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before December 1, 2012 and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **December 15, 2012.**

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 Bond.
- B. List of Proposed Subcontractors and Materials Supplier list
- C. Non-Collusion Affidavits of Prime Bidders.
- D. Pre-Qualification of Roofing Contractors

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 Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.

9.02 The undersign bidder [] has [] has not been granted a State Of Wyoming Certificate of Residency Status.

9.03 This Bid is submitted:

Dated this _____ day of _____,
(Month) (Year)

FIRM NAME: _____

Bidder’s Legal Stature: [] Corporation [] Partnership [] Individual

[] Sole Proprietorship [] L.L.C. [] Other _____

State of Incorporation _____

BIDDERS ADDRESS: _____

Telephone Number: _____

Fax Number: _____

Email: _____

By: _____
(Bidder's Signature)

Title: _____

(Witness)

The Bidder acknowledges receipt of the following addenda to the Bid Documents (if none, so state):

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

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 (Name and Address):

BID

Bid Due Date:
Description (Project Name and Include Location):

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.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDERS

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is (owner, partner, officer, representative, or agent) of _____, the bidder that has submitted the attached bid;

(2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Green River Joint Powers Water Board or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of the bidder's agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Subscribed and sworn to before me
this _____ day of _____, _____.

(Title)

My Commission expires _____

SUBCONTRACTORS AND MATERIALS SUPPLIERS LIST

Bidder's Name _____

List materials suppliers and subcontractors proposed for this project and return list with bid:

WORK	SUBCONTRACTOR OR MATERIAL SUPPLIER	CITY/STATE	% OF WORK

PRE- QUALIFICATION OF ROOFING CONTRACTORS

1. Only roofing manufactures listed in the Specifications and Addenda will be accepted.
2. The following shall be submitted for approval on or before the bid due date:
 - a. Roofing contractor shall submit a letter from the manufacturer that they are currently certified to install the roofing products specified so that the owners may receive a twenty (20) year No Dollar limit warranty, and that they have been a certified installer for the past five (5) years.
 - b. List not less than five (5) projects on which the type of roof system specified has been installed by the roofing contractor within the past three (3) years. The list should include at least one (1) project where hot asphalt application was used, one (1) project where cold process adhesive was used and one (1) project where low rise foam adhesive was used.
3. Contractors may submit additional qualification information that may be beneficial in the evaluation process.
4. The references may be contacted during the review process and the qualification statements may be used in making evaluations.
5. Contractor shall complete the following form and return the qualification statement with the Bid Form:
 - a. Do you currently have any projects that are incomplete and 90 days beyond Substantial Completion?

Yes No
 - b. Do you currently have any warranty-related issues that are incomplete 90 days following notification?

Yes No
 - c. List manufacturer's that you are approved by to install 20 year NDL roof guarantees:

Provide the following Information:

PROJECT LIST							
	Location	Year Completed	Size Sq. Ft.	*Materials & Methods	Manufacturer	Contact Person	Phone
1.							
2.							
3.							
4.							
5.							

*Abbreviations may be used to describe materials used and method of attachment.

SBS	=	SBS modified bitumen roof system
APP	=	APP modified bitumen roof system
GB	=	Gypsum core cover board
ISO	=	Polyisocyanurat rigid insulation
CD	=	Concrete deck
MD	=	Metal deck
WD	=	Wood deck
HA	=	Hot asphalt
CA	=	Cold process adhesive foam adhesive
LF	=	Low rise foam adhesive

PROPOSED ROOFING PROJECT SCHEDULE

Project: GREEN RIVER CLEARWELL, GREEN RIVER, WYOMING

Contractor: _____

Date: _____

Type of Labor: Union Non-union

Crew size: _____

Work hours per day: _____

Days per week: _____

Weather days: _____

Production: _____ squares per day

DESCRIPTION PERIOD	wk 1	wk 2	wk 3	wk 4	wk 5	wk 6	wk 7	wk 8	wk 9	wk 10	wk 11
Permits											
Order Materials											
Material Delivery											
Roofing											
Rough Carpentry											
Sheet Metal											
Punch List											
Break Down & Move Out											

Remarks: _____

Date: _____

From: _____