

PART 1

BIDDING

REQUIREMENTS

**INVITATION TO BID
WATER IMPROVEMENT PROJECT
CITY OF PIERCE**

Sealed bids will be received by The City Clerk of the City of Pierce in a sealed envelope clearly marked "WATER IMPROVEMENT PROJECT," until 2:00 p.m. local time on _____, 2007 at the City Hall located at 404 South Main Street for the following work:

WASTEWATER IMPROVEMENT PROJECT

A single bid is requested for all work.

The project will consist of constructing approximately 2,000 L.F. of 6-inch raw water main, including 45 L.F. of directional drilled pipe, a concrete intake box located at the edge of Orofino Creek, a pump station/wet well equipped with 2-10 HP line shaft turbine pumps, electrical feed and controls for pumps and other appurtenances. All work must be completed within 90 calendar days of notice to proceed. Liquidated damages shall be \$500.00 per day.

Bids will be opened publicly at the Pierce City Hall, located at 404 South Main Street at 2:00 p.m. local time on _____, 2007 and read aloud. Bidders and other interested parties are invited to be present at the bid opening.

Bids received after the aforementioned time will not be considered.

A current Public Works Contractor's License for the State of Idaho is required to bid on this work. All bids shall be submitted in accordance with the project bidding and contract requirements and shall be accompanied by a Bid Bond in the amount of not less than 5 percent of the total amount of the base bid. Bid Bond shall be in the form of Cash, Cashier's Check, Certified Check or Bidder's Bond executed by a qualified surety company, any of which shall be made payable to the City of Pierce.

Bid Documents can be obtained by Prime Bidders for a \$50.00 non-refundable fee per copy from Progressive Engineering Group, Inc., 1208 Idaho Street, Lewiston, Idaho 83501, (208) 746-5406. Bid Documents are available for review at the following locations:

City of Pierce
Progressive Engineering Group, Inc., 1208 Idaho Street, Lewiston, Idaho
Local Plan Review Centers

PRE-BID CONFERENCE: A Pre-Bid Conference and Project walk-through of the project will be held at the Pierce City Hall at 10:00 a.m. local time on _____, 2007. Interested parties are advised to attend.

The City Council of the City of Pierce, may by resolution reject any and all bids and make further calls for bids in the same manner as the original call. The City also reserves the right to waive any informalities in the bids received. Award of contract will be made to the lowest responsive, responsible bidder.

No bidder may withdraw his bid after the hour set forth for the opening thereof, unless the award of contract is delayed more than thirty (30) days.

By: Wallace Williams, Mayor
City of Pierce

INFORMATION FOR BIDDERS

1. Each BID must be submitted in a sealed envelope, addressed to City of Pierce, P.O. Box 356, Pierce, Idaho 83546. Each sealed envelope containing a BID must be plainly marked on the outside as "CITY OF PIERCE WATER IMPROVEMENT PROJECT," and the envelope should bear on the outside the name of the BIDDER, his address, his license number and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to: City of Pierce, P.O. Box 356, Pierce, Idaho 83546.
2. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.
3. Any BIDDER may modify his BID by telegraphic communication at any time prior to the scheduled closing time for receipt of BIDS, provided such telegraphic communication is received by OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the BIDDER was mailed prior to the closing time. The telegraphic communication shall not reveal the BID price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed BID is opened. If written confirmation is not received within two (2) days after the closing time, no consideration will be given to the telegraphic modification.
4. No official interpretation of the meaning of the PLANS, SPECIFICATIONS or other pre-bid documents will be made to any BIDDER orally. Every request for such interpretation should be in writing, addressed to Progressive Engineering Group at 1208 Idaho Street, Lewiston, Idaho 83501 and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening BIDS. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the SPECIFICATIONS which, if issued, will be mailed by certified mail with the return receipt requested to all prospective BIDDERS (at the respective addresses furnished for such purposes), not later than three (3) days prior to the day fixed for opening BIDS. Failure of any BIDDER to receive any such addendum or interpretation shall not receive such BIDDER from any obligation under his bids as submitted. All addenda so issued shall become part of the contract documents.
5. The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified will not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be any reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

INFORMATION FOR BIDDERS (CONTINUED)

6. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications, including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.
7. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any conditions of the contract.
8. The party to whom the contract is awarded will be required to execute the Agreement within five (5) calendar days from the date when the NOTICE OF INTENT TO AWARD is delivered to the BIDDER. The NOTICE OF INTENT TO AWARD shall be accompanied by the necessary Agreement.
9. The OWNER within 30 days of receipt of Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.
10. The awarding of the contract will be to the lowest responsive, responsible BIDDER by the OWNER. The OWNER may make such investigations, as he deems necessary to Determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to The OWNER all such information and data for this purpose as the OWNER may request. The owner reserves the right to reject any BID if the evidence submitted by, or Investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated herein.
11. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
12. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID, or to carry out the provisions of his contract.
13. The ENGINEER is Progressive Engineering Group, Inc. Engineer's address is 1208 Idaho Street, Lewiston, Idaho 83501. Phone: 208-746-5406.

BIDDER'S CHECKLIST

The Bidder's attention is especially called to the following forms or information, which must be submitted in full as part of the bid.

Failure to execute any of the following documents as part of the bid or any addition in writing to the form of the bid, or any condition, limitation, or provision not officially invited in the Proposal or Special Provisions may render the Proposal as being incomplete or modified and may become cause for rejection of the Bid.

Bidder shall check each box indicating completion of the item.

- ☐ BID BOND (10%)
- ☐ BID FORM filled out showing bid amounts, addenda, and properly signed.
- ☐ STATEMENT OF BIDDER'S QUALIFICATIONS
- ☐ BIDDER'S EXPERIENCE FORM
- ☐ CONTRACTOR'S REGISTRATION
- ☐ CERTIFICATE OF INSURANCE, completed.

Above forms have been inserted in sealed envelope properly identified and delivered to the OWNER.

SIGNATURE:

By: _____ Date: _____

Title: _____

BID FORM

TO: City of Pierce
P.O. Box 356
Pierce, Idaho 83546

BID FROM: _____

STATE PUBLIC WORKS LICENSE NO.:

The undersigned hereby certifies that he has personally examined the location and construction details of the work as outlined in the contract documents for the proposed Water Improvements, and has read and thoroughly understands the contract documents governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications and contract at the following schedule of rates and prices:

BID SCHEDULE **Water Improvements**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Total</u>
1	Mobilization	-	L.S.		
WATER TREATMENT PLANT TO NEW PUMP STATION					
2	6" C-900 PVC Water Main	1,890	L.F.		
3	10" C-900 PVC Water Main	16	L.F.		
4	6" HDPE Water Main (Trench Bury)	38	L.F.		
5	6" HDPE Water Main (Directional Drilled)	45	L.F.		
6	6" -90° M.J. Elbow w/Conc. Thrust Block	2	EA.		
7	6" -45° M.J. Elbow w/Conc. Thrust Block	5	EA.		
8	6" -22½° M.J. Elbow w/Conc. Thrust Block	3	EA.		
9	6" -11¼° M.J. Elbow w/Conc. Thrust Block	2	EA.		
10	10" M.J. Tee w/Conc. Thrust Block	1	EA.		
11	10" x 6" M.J. Concentric Reducer	1	EA.		
12	6" M.J. Gate Valve w/Box	1	EA.		
13	10" M.J. Gate Valve w/Box	1	EA.		
14	6" -90° FL. Elbow w/Conc. Thrust Block	1	EA.		
15	6" Dia. x 5' Long D.I. FL. x P.E. Spool Piece	1	EA.		
16	Connect New 10" C-900 PVC Pipe to Ext'g. 10" Water Main	2	EA.		
17	Connect 6" D.I. Pipe to 6" C-900 PVC Pipe	1	EA.		
18	Asphalt Patching, Saw Cutting, 6" Aggregate Base and 2" Asphalt Pavement	600	S.Y.		

BID FORM CONTINUED

19	Direct Bury Telemetry Cable, Including Connection to Ext'g. Controls at WTP	-	L.S.		
20	Gravel Restoration	100	C.Y.		
PUMP STATION, WET WELL AND INLET BOX					
21	Line Shaft Turbine Pumps, Including Concrete Pedestals, Motors, Column Pipes, Shaft Bowls and Discharge Head	2	EA.		
22	6" FL. Check Valve	2	EA.		
23	6" FL. Gate Valve w/Hand Wheel	3	EA.		
24	6" Dia. x 6" Long FL x FL Spool Piece	2	EA.		
25	6" FL. Tee	1	EA.		
26	6" -90° FL. Elbow	3	EA.		
27	6" Dia. x 6' -10" Long FL. x FL. Spool Piece	1	EA.		
28	6' Dia. x 10' -8" Deep Wet Well, Including Conc. Cover and Access Hatch	-	L.S.		
29	Conc. Inlet Box, Including FRP Grate and Wood Stop Log Weir	-	L.S.		
30	10" Dia. x 12' Long Sch. 40 Steel Pipe W/S.S. Inlet Screen	-	L.S.		
31	Excavation, Backfill and Site Work	-	L.S.		
32	Pump House Complete, Including all Appurtenances and Electrical System as Shown on Plans	-	L.S.		
33	Electric Service to Pump House	-	L.S.		
34	Electric and Controls for Pumps	-	L.S.		

TOTAL BASE BID

(Including All Sales Tax)

\$ _____

Bidder agrees and understands that:

All taxes applicable to this construction have been included in the preceding listed bid items.

The Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a **period of 30 calendar days** after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Notice of Award, Bidder will execute the formal contract attached within 5 calendar days.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and
_____, as Surety, are hereby held
and firmly bound unto _____, as Owner, in the
penal sum of _____ for the payment of which
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20 _____.

This Condition of the above obligation is such that, whereas, the Principal has
submitted to _____ a certain BID,
attached hereto and hereby made a part hereof, to enter into a contract in
writing for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for the and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND (Cont.)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time with which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

Principal (L.S.)

Surety

By:

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor bidding on work included in these Contract Documents shall prepare and submit the data requested in the following schedule of information:

This data sheet must be included in and made part of each bid proposal.

1. Name of Bidder _____
2. Business _____
3. How many years have you been engaged in the contracting business under the present firm name _____
4. Contracts now in hand. Gross Amount \$ _____
5. General character of work performed by our company _____

6. List more important construction projects completed by your company, including approximate costs and name and phone number of Project Engineer and Owner.

7. List your major equipment _____

8. Bank _____

9. Bonding Company _____

10. List your major equipment available for this contract _____

STATEMENT OF BIDDER'S QUALIFICATIONS (CONTNUED)

11. Experience in construction work similar in importance to this project

12. Background and experience of the principal members of your organization, including the officers

13. Credit Available

14. Give Bank Reference

15. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by Owner?

DATED at _____, 20 _____.

Name of Bidder

By: _____

CERTIFICATE OF INSURANCE

The BIDDER hereby certifies that he has the following insurance coverage:

Workmen's Compensation Insurance:

_____ Company	_____ Coverage
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Bodily Injury (including death) Liability:

_____ Company	_____ Coverage, Bodily Injury One Person
------------------	--

	_____ Coverage, Bodily Injury More than One Person
--	--

Property Damage Liability:

_____ Company	_____ Coverage, Property Damage Each Occurrence
------------------	---

	_____ Coverage, Property Damage Aggregate
--	---

	_____ BIDDER
--	-----------------

	_____ Address
--	------------------

	_____ Date
--	---------------

CONTRACTOR'S REGISTRATION

NAME OF FIRM:

State Public Works License Number: _____

SIGNATURE:

By: _____

Date: _____

Title: _____

BIDDER'S WARRANTY

By the act of submitting a bid for the proposed contract, the Bidder warrants that:

1. The Bidder and all subcontractors he/she intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purposed intended; further that,
2. The Bidder and all workmen, employees and subcontractors he/she intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon; further that,
3. Neither the Bidder nor any of his/her employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, his/her employees or agents including architects, engineers or consultants, in assembling the bid figures; and further that,
4. The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.

Dated at _____, this _____

day of _____, 20 _____

Name of Bidder

By: _____

Title: _____

LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this contract in excess of ten percent of the Contractor's total bid price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The bidder's attention is directed to the provisions of Article 3.10 of the General Conditions which require that not less than 20 percent of the work shall be performed with the bidders own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONT. LICENSE NUMBER</u>	<u>PERCENT OF TOTAL CONTRACT</u>	<u>SUBCONTRACTOR'S NAME & ADDRESS</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE: Attach additional sheets if required