40 South Main Street
Spanish Fork UT 84660
(801) 804-4550

BID

500 N 600 E Waterline & Sewer Replacement 2024

JUNE/2024

NOTICE OF INVITATION TO BID

SPANISH FORK CITY

40 SOUTH MAIN

SPANISH FORK, UTAH 84660

Separate sealed bids for:

500 N 600 E Waterline & Sewer Replacement 2024

will be accepted online through www.bidsync.com, which is preferred, however sealed proposals may be submitted at the office of the City Engineer until **Tuesday, July 9, 2024, 10:00 AM, MT** and then at said office publicly opened and read aloud.

The contract documents may be examined at www.bidsync.com or at the office of the City Engineer, at 775 North Main, Spanish Fork, Utah.

Copies of the Invitation to Bid including Contract Documents may be obtained at www.bidsync.com or requested at the office of the City Engineer located at 775 North Main, in the Engineering & Inspection Room, Spanish Fork, Utah. Contract documents will be **$30.00** per set if obtained at the office of the City Engineer.

INFORMATION FOR BIDDERS

Bids will be received online through www.bidsync.com, which is preferred, however sealed bids may be submitted at Spanish Fork City Corporation (herein called the "OWNER"), at 775 North Main, Spanish Fork, Utah until **Tuesday, July 9, 2024, 10:00 AM, MT** and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to Spanish Fork City Engineer at 775 North Main. The Bid shall be submitted on the BID SCHEDULE bound herein and shall not be removed from the bound volume. Each sealed envelope containing a bid must be plainly marked on the outside as bid for the **500 N 600 E Waterline & Sewer Replacement 2024** and the envelope should bear on the outside the name of the Bidder, his address, his license number, if applicable, 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 the OWNER at 775 North Main, Spanish Fork, Utah.

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. Only one copy of the Bid Form is required.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be 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.

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 a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to Bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and right-of-ways acquired or to be acquired.

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 of the conditions of the contract.

Each bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the bid. **Any bid submitted without a Bid Bond will not be considered or read at the bid opening.** As soon as the bid prices have been compared, the owner will return the bonds of all except the three lowest responsible Bidders. When the agreement is executed the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contract price, with a Corporate Surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when **Notice of Award** is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party as executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the OWNER may by written notice withdraw his signed Agreement. Such Notice of Withdrawal shall be effective upon receipt of the notice by the OWNER.

The **Notice to Proceed** shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be

extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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 therein.

A conditional or qualified bid will not be accepted.

Award will be made to the lowest responsible Bidder.

All applicable laws, ordinances, and the rules and regulations of all authority having jurisdiction over construction of the project shall apply to the contract throughout.

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.

FURTHER, the Bidder agrees to abide by the requirements under **Executive Order No. 11246**, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the **Supplemental General Conditions**.

The low Bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the OWNER.

BID COVER PAGE

Proposal of _____(hereinafter called "Bidder"), organized and existing under the laws of the State of Utah doing business as (a corporation, partnership or individual) to the City of Spanish Fork (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, Bidder hereby proposes to furnish all labor, equipment and materials to perform all work for the **500 N 600 E Waterline & Sewer Replacement 2024**. In strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies, and the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to full complete the project by **October 10, 2024.**

Bidder further agrees to pay as liquidated damages, the sum of $**500.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following addendum: #

Bidder agrees to perform all the work described in the contract documents for the following unit prices:

BID BOND

Know all men by these presents, that we, the undersigned, _____ as principal, and_____ as surety are hereby held and firmly bound unto Spanish Fork City Corporation 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, successors and assigns.

Signed, this _____ day of _____, 2024

The 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 **500 N 600 E Waterline & Sewer Replacement 2024.**

Now, therefore,

(a) if said bid shall be rejected, or

(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 any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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 within 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.

_____ (L.S.)
PRINCIPAL

_____
SURETY

BY:_____

IMPORTANT - SURETY COMPANIES EXECUTING BONDS MUST APPEAR ON THE TREASURY DEPARTMENT'S MOST CURRENT LIST (CIRCULAR 570 AS AMENDED) AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

BID AGREEMENT

This Agreement, made this 1 day of January, 2024 by and between Spanish Fork City hereinafter called "OWNER" and CONTRACTOR doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **500 N 600 E Waterline & Sewer Replacement 2024.**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within **15 (FIFTEEN)** calendar days after the date of the Notice To Proceed.

4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of_____, or as shown in the Bid Schedule.

5. The term "Contract Documents" means and includes the following:
   (A) Notice of Invitation to Bid
   (B) Information For Bidders
   (C) Bid Cover Page
   (D) Bid Bond
   (E) Bid Agreement
   (F) General Conditions
   (G) Special Provisions
   (H) Payment Bond
   (I) Performance Bond
   (J) Notice of Award
   (K) Notice to Proceed
   (L) Bid Schedule
   (M) Drawings prepared by Spanish Fork City
   (N) Addenda: No._____ Dated _____, 2024.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors,

administrators, successors, and assigns.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (_duplicate_) each of which shall be deemed an original on the date first above written.

OWNER:

Spanish Fork City Corporation

By: _____

Josh Robinson, Project Manager Date

By: _____

John Waters, Water Division Manager Date

By: _____

Cory Pierce, Wastewater Division Manager Date

By: _____

Jered Johnson, Engineering Division Manager Date

By: _____

Jordan Hales, Finance Director Date

COMPANY:_____

BY: _____

ADDRESS:_____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

a _____, hereinafter called PRINCIPAL, and (Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

SPANISH FORK CITY CORPORATION
(OWNER)
40 SOUTH MAIN, SPANISH FORK, UTAH 84660

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors, and assigns in the total aggregate penal sum of _____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____ 2024, a copy of which is hereto attached and made a part hereof for: **500 N 600 E Waterline & Sewer Replacement 2024.**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work including that by a subcontractor, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the principal or its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification or any character whatsoever.

PROVIDED, further, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this ____ day of _____, 2024.

ATTEST:

_____
Principal

_____ By_____(s)
(Principal) Secretary

_____
(Address)

_____ _____
Witness as to Principal

_____
(Address)

_____ _____
(Surety)

ATTEST:

_____ by_____
Witness as to Surety Attorney-in-Fact

_____	_____
(Address)	(Address)
_____	_____

NOTE:

1. **Date of BOND must not be prior to date of Contract.**
2. **If CONTRACTOR is a partnership, all partners should execute BOND.**
3. **Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name and address of CONTRACTOR)

a _____, hereinafter called PRINCIPAL
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

SPANISH FORK CITY CORPORATION
40 South Main, Spanish Fork, Utah 84660
(Name & Address of OWNER)

hereinafter called OWNER in the total aggregate penal sum of _____ _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ____ day of_____ 2024, a copy of which is hereto attached and made a part hereof for:

NOW, THEREFORE, if the Principal shall well, and truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guarantee period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contact, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this ___ day of _____, 2024.

ATTEST:

_____
Principal

_____By_____(s)
(Principal) Secretary

_____
Address

_____
Witness as to Principal

_____
(Address)

_____
(Surety)

ATTEST:

_____ By_____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE

1. **Date of BOND must not be prior to date of Contract.**
2. **If CONTRACTOR is a partnership, all partners should execute BOND.**
3. **Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.**

NOTICE OF AWARD

DATE: _____

TO: _____

_____

_____

PROJECT DESCRIPTION:

500 N 600 E Waterline & Sewer Replacement 2024

The OWNER have considered the bid submitted by you for the above described work in response to its Advertisement For Bids dated **June 19 - July 2, 2024** and information for bidders.

You are hereby notified that your bid has been accepted in the amount of

_____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance **within ten (10) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the OWNER.

DATED THIS ____ DAY OF _____ , 2024

SPANISH FORK CITY CORPORATION

By: _____
Josh Robinson, Project Manager Date

By: _____
John Waters, Water Division Manager Date

By: _____
Cory Pierce, Wastewater Division Manager Date

By: _____
Jered Johnson, Engineering Division Manager Date

By: _____
Jordan Hales, Finance Director Date

ACCEPTANCE OF NOTICE
RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED

By:_____

THIS THE ____ DAY OF _____, 2024

NOTICE TO PROCEED

DATE: _____

TO: _____

_____

_____

PROJECT DESCRIPTION:

500 N 600 E Waterline & Sewer Replacement 2024

You are hereby notified to commence **work** in accordance with the Agreement dated **Date xx, 2024.** The date of completion of all work is therefore **October 10, 2024.**

SPANISH FORK CITY CORPORATION
OWNER

By: _____
Josh Robinson, Project Manager Date

By: _____
John Waters, Water Division Manager Date

By: _____
Cory Pierce, Wastewater Division Manager Date

By: _____
Jered Johnson, Engineering Division Manager Date

"ACCEPTANCE OF NOTICE"

RECEIPT OF THE ABOVE NOTICE TO

PROCEED IS HEREBY ACKNOWLEDGED BY

By:_____

THIS THE ____ DAY OF _____, 2024