

**BID BOND**

**BIDDER:**

**SURETY:**

**OWNER**                      **City of Florence**  
600 West 3<sup>rd</sup> Street  
Florence, Colorado 81226

**BID**

BID DUE DATE:  
PROJECT: Mill and overlay for multiple areas listed on Bid form

**BOND**

BOND NUMBER:  
DATE:  
PENAL SUM:

|   |   |
|---|---|
| <b>IN WITNESS THEREOF</b> , 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 office, agent, and or representative. |   |
| <b>BIDDER</b>   | <b>SURETY</b>   |
| _____<br><b>Bidder's name and Corporate Seal</b>  | _____<br><b>Surety's Name and Corporate Seal</b>      |
| <b>By:</b><br>_____<br><b>Signature and Title</b>   | <b>By:</b><br>_____<br><b>Signature and Title</b>     |
| <b>Attest:</b><br>_____<br><b>Signature and Title</b>   | <b>Attest:</b><br>_____<br><b>Signature and Title</b> |

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*NOTE: (1) Above addresses are to be used for giving required notice. (2) Any singular reference to Bidder, Surety, owner, or other party shall be considered plural where applicable.*

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**PERFORMANCE BOND**

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

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**CONTRACTOR:**

**SURETY:**

**OWNER:**

**City of Florence**  
600 West 3<sup>rd</sup> Street  
Florence, CO 81226

**CONTRACT:**

Date:

Amount:

Description (Name and Location): Mill and overlay for multiple areas listed on Bid form

**BOND:**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this bond form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance bond to be duly executed on its behalf by its authorized office, agent, and or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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

(Space is provided below for signatures of additional parties, if required)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_

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

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

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

Name and Title: \_\_\_\_\_

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**PAYMENT BOND**

Any singular reference to Contractor, surety, owner, or other party shall be considered plural where applicable.

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**CONTRACTOR:**

**SURETY:**

**OWNER**

**City of Florence**  
600 West 3<sup>rd</sup> Street  
Florence, CO 81226

**CONTRACT**

Effective Date of Agreement:

Amount:

Description (Name and Location): Mill and overlay for multiple areas listed on Bid Form

**BOND**

Bond Number:

Date (Not earlier than effective date of Agreement):

Amount:

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's name and Corporate Seal

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

**BY:** \_\_\_\_\_  
Signature and Title

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

**ATTEST:** \_\_\_\_\_  
Signature and Title

**ATTEST:** \_\_\_\_\_  
Signature and Title

**NOTE:** Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
  - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

**BID FORM**

**BID SCHEDULE A**

| ITEM NO. | ITEM DESCRIPTION   | QTY.     | UNIT | UNIT COST | UNIT TOTAL |
|----------|--|----------|------|-----------|------------|
| 1        | 2' x 2" x 95LF Milled – S.F./hourly Price  | 1 hour   | LS   |           |            |
| 2        | 2' x 2" x 60LF Milled – S.F./hourly price  | 1 hour   | LS   |           |            |
| 3        | 2' x 2" x 445LF Milled – S.F./hourly price   | 5 hours  | LS   |           |            |
| 4        | E. 3 <sup>rd</sup> from Robin to Loma 2" overlay 24' x 350'  | 103 tons |      |           |            |
| 5        | E. 3 <sup>rd</sup> at alley between Loma and Tanner middle of intersection (Asphalt) L5 x W60                        | 4 tons   |      |           |            |
| 6        | Intersection N. Maple and W. 2 <sup>nd</sup> 2" overlay L65 x W66  | 53 tons  |      |           |            |
| 7        | On W. 7 <sup>th</sup> from E/side N. Santa Fe to Maple 2" overlay L465 x W24   | 137 tons |      |           |            |
| 8        | N. McCandless at N/side 7 <sup>th</sup> Terrace to portion of marked(blue) curve 2" overlay L322 x W30               | 119 tons |      |           |            |
| 9        | From curve on NW side of entrance of property at 761 N. McCandless to alley entrance on S/side 2" overlay L225 x W24 | 66 tons  |      |           |            |
| 10       | N. Frazier 6 <sup>th</sup> St. to 7 <sup>th</sup> St. 2" overlay L246 x W24  | 73 tons  |      |           |            |
| 11       | Square intersection off N. Frazier on 7 <sup>th</sup> St. 2" overlay L32 x W32                                       | 13 tons  |      |           |            |
| 12       | N. Frazier at stop light 2" overlay L44 x W32  | 18 tons  |      |           |            |
| 13       | Asphalt Mixture 6428   |          |      |           |            |

**BID SCHEDULE A TOTAL PRICE**

\_\_\_\_\_ (\$ \_\_\_\_\_)  
 (Use words) (Use Figures)

**CONTRACT IDENTIFICATION AND NUMBER:**

**PROJECT NUMBER: .002**

**THIS BID IS SUBMITTED TO:** **City of Florence**  
 600 West 3<sup>rd</sup> Street  
 Florence, Co 81226

**THIS BID IS SUBMITTED BY:** \_\_\_\_\_  
 (CONTRACTOR)

1. The undersigned BIDDER proposed and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.





2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders including, without limitation, those dealing with the disposition of the Bid Security. This Bid will remain subject to acceptance for thirty-five (35) days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the bidding requirements within fifteen (15) days after the date of OWNERS Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt, all of which are hereby acknowledged:

| <u>Number</u> | <u>Date</u> |
|---------------|-------------|
| _____         | _____       |
| _____         | _____       |
| _____         | _____       |

- B. BIDDER has visited the site, has become familiar with, and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. BIDDER is familiar with and satisfied as to all federal, state, and local laws, and regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 in the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 in the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for the BIDDER's purpose. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- E. Bidder is aware of the general nature of Work to be performed by the OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by the ENGINEER is acceptable to BIDDER. The Contract Documents generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.



- H. This Bid is genuine, not made in interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreements or rules of any group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham BID. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- I. Any other representation required by laws and regulations.
- J. BIDDER acknowledges that Bid Schedule A may or may not be awarded, and BIDDER confirms that the prices entered for the other schedules remain valid regardless of whether or not Schedule A is awarded.



**BID FORM**

**BID SCHEDULE B**

| ITEM NO. | ITEM DESCRIPTION   | QTY.     | UNIT | UNIT COST | UNIT TOTAL |
|----------|--|----------|------|-----------|------------|
| 1        | 2' x 2" x 95LF Milled – S.F./hourly Price  | 1 hour   | LS   |           |            |
| 2        | 2' x 2" x 60LF Milled – S.F./hourly price  | 1 hour   | LS   |           |            |
| 3        | 2' x 2" x 445LF Milled – S.F./hourly price   | 5 hours  | LS   |           |            |
| 4        | E. 3 <sup>rd</sup> from Robin to Loma 2" overlay 24' x 350'  | 103 tons |      |           |            |
| 5        | E. 3 <sup>rd</sup> at alley between Loma and Tanner middle of intersection (Asphalt) L5 x W60                        | 4 tons   |      |           |            |
| 6        | N. McCandless at N/side 7 <sup>th</sup> Terrace to portion of marked(blue) curve 2" overlay L322 x W30               | 119 tons |      |           |            |
| 7        | From curve on NW side of entrance of property at 761 N. McCandless to alley entrance on S/side 2" overlay L225 x W24 | 66 tons  |      |           |            |
| 8        | N. Frazier 6 <sup>th</sup> St. to 7 <sup>th</sup> St. 2" overlay L246 x W24  | 73 tons  |      |           |            |
| 9        | N. Frazier at stop light 2" overlay L44 x W32  | 18 tons  |      |           |            |
| 10       | Asphalt Mixture 6428   |          |      |           |            |

**BID SCHEDULE B TOTAL PRICE**

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
 (Use words) (Use Figures)

**CONTRACT IDENTIFICATION AND NUMBER:**

**PROJECT NUMBER: .002**

**THIS BID IS SUBMITTED TO:** **City of Florence**  
 600 West 3<sup>rd</sup> Street  
 Florence, Co 81226

**THIS BID IS SUBMITTED BY:** \_\_\_\_\_  
 (CONTRACTOR)

1. The undersigned BIDDER proposed and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders including, without limitation, those dealing with the disposition of the Bid Security. This Bid will remain subject to acceptance for thirty-five (35) days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the bidding requirements within fifteen (15) days after the date of OWNERS Notice of Award.



3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt, all of which are hereby acknowledged:

| <u>Number</u> | <u>Date</u> |
|---------------|-------------|
| _____         | _____       |
| _____         | _____       |
| _____         | _____       |

- B. BIDDER has visited the site, has become familiar with, and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. BIDDER is familiar with and satisfied as to all federal, state, and local laws, and regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 in the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 in the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for the BIDDER's purpose. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- E. Bidder is aware of the general nature of Work to be performed by the OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by the ENGINEER is acceptable to BIDDER. The Contract Documents generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- H. This Bid is genuine, not made in interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreements or rules of any group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham BID. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- I. Any other representation required by laws and regulations.





J. BIDDER acknowledges that Bid Schedule A may or may not be awarded, and BIDDER confirms that the prices entered for the other schedules remain valid regardless of whether or not Schedule A is awarded.

