

**EAST BRANCH ROAD WATER RELIABILITY  
AND HANSEN DITCH WATER CONSERVATION  
PROJECT**

**POTABLE WATER PIPELINE PROJECT**

**Bidding Documents**

**August 5, 2021**

Prepared by:  
Five Counties Salmonid  
Conservation Program,  
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Conservation and  
Development Council  
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**TABLE OF CONTENTS**

ADVERTISEMENT FOR BIDS ..... 3

INSTRUCTIONS TO BIDDERS..... 4

BID FORM..... 11

NOTICE OF AWARD ..... 18

NOTICE TO PROCEED..... 19

## ADVERTISEMENT FOR BIDS

The Northwest California Resource Conservation & Development Council (Council) (Agency) will receive bids for the construction of the East Branch Road Water Reliability and Hansen Ditch Water Conservation Project at the office of the Northwest CA Resource Conservation and Development Council office located at 40 Horseshoe Lane, Weaverville, California 96093 on or before 4:00 PM PDT Wednesday, August 25th 2021.

Work includes, but is not limited to, installation, disinfection and testing of approximately 2,100 linear feet of 6" PVC water main, main line valving, service connections and other appurtenances; trenching and compaction within publicly owned and private improved rights-of-way as described in the design drawings and specifications.


Copies of the bid documents may be obtained beginning Thursday, August 5, 2021. Hard copies of the bid documents are available for viewing at the Council located at 40 Horseshoe Lane Weaverville CA 96093. Hard copies are available for purchase for \$50 each. Electronic versions of the Bid Documents will be available in PDF format from the Five Counties Salmonid Conservation Program (5C) website on-line at <https://www.5counties.org/index.html>. Requests for information specific to the bid are to be directed in writing to Muriel Manka ([mmanka@5counties.org](mailto:mmanka@5counties.org)). All prospective bidders shall provide contact information to Council including email for electronic distribution of addenda and RFI's. The deadline for questions and/or RFI's shall be August 23rd, 2021 by 10:00 am.

Each Bidder shall have a Class A General Engineering California Contractor's license for the work specified. A mandatory pre-bid conference and site walk is scheduled for 10:00 A.M. PDT on Wednesday, August 18, 2021, meeting at the junction of East Branch and East Weaver Roads, in Weaverville, CA. Bidders shall attend to gain information and inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or constitute grounds for a claim after contract award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Trinity County have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the State of California Division of Labor Statistics and research web site at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Compliance with all prevailing wage requirements is required under this contract.

The Agency reserves the right to accept any responsive and responsible bid. Only bids meeting all bid requirements included herein shall be considered for award. The Agency reserves the right to reject any and all bids for any reason.

8/15/21  
Date



Mark Lancaster, Director Northwest CA RC&D Council

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. Bidder – The individual or entity who submits a Bid directly to Agency.
- B. Agency – Northwest California Resource Conservation & Development Council (or Council)
- C. Successful Bidder -- The lowest responsible Bidder submitting a responsive Bid to whom Agency (on the basis of Agency's evaluations as hereinafter provided) makes an award
- D. Contractor – The Successful Bidder with whom the Agency has fully executed an Agreement for Services.
- E. District – Weaverville Community Services District (WCSD)

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number may be obtained in PDF form from the Agency.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; Agency assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Agency in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

2.04 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Agency by owners of such Underground Facilities.

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

NOT USED

## ARTICLE 4 – BIDDING PROCESS

4.02 On request Agency will work with Bidder to allow access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Such cleanup and site restoration must be completed by 5pm on the same day as any explorations, investigations, tests, and/or studies are performed. Bidder shall bear all costs required herein and shall obtain all permits required by Agency or public agency holding jurisdiction.

4.03 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all Federal, State and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- E. Become aware of the general nature of the work to be performed by Agency and others at the Site that relates to the Work as indicated in the Bidding Documents;
- F. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- G. Promptly give Agency written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Agency is acceptable to Bidder; and
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.04 The submission of a Bid will constitute an incontrovertible representation by Bidder: that Bidder has complied with every requirement of this Article ; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents; that Bidder has given Agency written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Agency are acceptable to Bidder; and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## ARTICLE 5 - PRE-BID SITE VISIT AND CONFERENCE

5.01 A mandatory pre-Bid conference site visit will be held at the junction of East Branch Rd and East Weaver Rd. on August 18<sup>th</sup>, 2021 Representatives of Agency and District will be present to

discuss the Project. Bidders shall attend and participate in the conference. Agency will transmit to all prospective Bidders of record such Addenda as Agency considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access required for temporary construction facilities, construction equipment, or storage of materials and equipment are outlined in the design drawings. No other areas are to be used without express written permission of the individual landowner.

#### ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Agency in writing. Interpretations or clarifications considered necessary by Agency in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Agency as having received the Bidding Documents. Questions received less than two days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Agency.

#### ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Agreement.

#### ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

#### ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If Agency, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Agency may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Agency may determine such Bidder to be nonresponsive and reject the Bid. Any Subcontractor, Supplier, individual, or entity so listed and against which Agency makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Agency subject to revocation of such acceptance after the Effective Date of the Agreement.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection; unless this Supplier is explicitly listed as the sole source for the given item.

#### ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained

from Agency.

13.02 All blanks on the Bid form shall be completed by printing in ink or by computer or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.05 A Bid by an individual shall show the Bidder’s name and official address.

13.06 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.07 All names shall be typed or printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communication regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder’s state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

## ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a Unit price basis for each item of item listed in the Bid schedule.

B. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

## ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder must download and complete one copy of the Bidding Documents. The unbound copy of the Bid form is to be printed and submitted via US Postal Service or personally handed to Council staff with the following data:

A. All Certifications within “Exhibit E” of the sample agreement between the successful bidder and the Council, completed and signed by Bidder.

- B. List of Subcontractors
- C. Signed acknowledgement of any and all Bid Addenda issued during the bid phase.
- D. Schedule of Work proposed relative to the issuance of a Notice to Proceed
  - 1. Date of Material Submittals
  - 2. Date of Mobilization
  - 3. Estimated Date of Completion

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address listed in the Advertisement for Bids.

15.03 Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered, except as explicitly called for on the Bid Form. No oral or telephonic proposals or modifications will be considered. Telegraphic modifications may be made to a bid at any time prior to the scheduled opening time of bids provided the Council receives a full written confirmation of the telegraphic communication which was mailed prior to the scheduled opening time.

#### ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Agency and promptly thereafter demonstrates to the reasonable satisfaction of Agency that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Agency may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 19 - AWARD OF CONTRACT

19.01 Agency reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Agency further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-



responsible. Agency also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Agency will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

19.04 In evaluating Bidders, Agency will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Agency may conduct such investigations as Agency deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Agency will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Advertisement for Bids, is lowest, price and other factors considered. The Agency reserves the right to award any or all bid items.

## ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 It is the responsibility of the Successful Bidder to manage securities and insurance relating to subcontractors and suppliers. The Agency shall not be held responsible for failure of any supplier or subcontractor to meet the obligations of their contract with the Successful Bidder.

## ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Agency gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other contract Documents which are identified in the Agreement as attached thereto. Within 5 business days thereafter, Successful Bidder shall sign and deliver the required number of counter parts of the Agreement and attached documents to Agency. Within 5 days thereafter, Agency shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 22 - SALES AND USE TAXES

CONTRACTOR shall pay all sales, use and other taxes as specified in paragraph 6.10 of the General Conditions.

## ARTICLE 23 – (Not Used)

## ARTICLE 24 – WAGE REQUIREMENTS

Prevailing wages are required for this contract. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Trinity County where the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the State of California Division of Labor Statistics and research web site at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

## **SUBCONTRACTOR LISTING LAW**

Each Bidder, in his or her Bid, shall set forth the name and the location of the place of business of each Subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid.

No Contractor whose Bid is accepted shall without consent of the Agency either: (a) substitute a person as a Subcontractor in place of the Subcontractor listed in the original Bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid; or (c) sublet or subcontract any portion of the Work in excess of one-half of one percent of the prime Contractor's total Bid as to which his or her original Bid did not designate a Subcontractor.

A prime Contractor violating this requirement violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime Contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, which penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.

# BID FORM

Project Identification: East Branch Road Water Reliability and Hansen Ditch Water Conservation Project

This Bid is submitted to: Northwest California Resource Conservation & Development Council  
 US Postal Service only: PO Box 2183 Weaverville, CA 96093-2183  
 Physical/Hand delivery only: 40 Horseshoe Lane Weaverville, CA 96093-2183

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Agency 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 the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Agency.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 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 Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder does not consider that any 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 and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of the Work to be performed by Agency and others at the Site that relates to the Work as indicated in the Bidding 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 Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. Bidder has given Agency written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Agency is acceptable to Bidder.
- H. 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.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement 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 individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Agency.

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

## BID SCHEDULE

All labor, material, equipment and service necessary for construction will be furnished in accordance with the approved plans and specifications attached hereto or referred herein for price applicable of each item given below.					
#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL
1	MOBILIZATION/DEMObILIZATION	LS	1		
2	POTHOLE EXISTING UTILITIES	EA	7		
3	INSTALLATION OF 6" C900 OR CONTINUOUS HDPE PIPE	L.F.	2,100		
4	MAINLINE GATE VALVES	EA	1		
5	1" AIR VACUUM RELEASE VALVE AND VAULT	EA	1		
6	WATER SERVICE WITH METER BOX AND CONNECTION TO EXISTING WATER SYSTEM	EA	5		
7	INSTALLATION OF BACKFLOW PREVENTER WITH ENCLOSURE	EA	3		
8	INSTALLATION OF LATERAL WITH METER BOX AND NO CONNECTION TO EXISTING WATER SYSTEM	EA	2		
9	INSTALLATION OF WATER SERVICE LATERAL WITH EMPTY METER BOX AND CAPPED SERVICE LATERAL	EA	2		
10	CONNECTION TO EXISTING 8" WATER MAIN	LS	1		
11	HYDROSTATIC TESTING AND DISINFECTION	LS	1		
12	CLEAN UP AND PROJECT CLOSE OUT	LS	1		

OTAL BID AMOUNT: \$ \_\_\_\_\_

**Written In Words:** \_\_\_\_\_

Bidder acknowledges receipt of Addenda numbers \_\_\_\_\_ through and that the requirements defined in the Addenda are included in the above bid prices.

Signature of Bidder: \_\_\_\_\_

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

- A. All certifications and forms as found in Exhibit E of the agreement
- B. List of Subcontractors
- C. Signed acknowledgement of any and all Bid Addenda issued during the bid phase.
- D. Schedule of work proposed relative to the issuance of a Notice to Proceed
  - 1. Date of Material Submittals
  - 2. Date of Mobilization
  - 3. Estimated Date of Completion

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Bid Documents, the General Conditions, and Technical Provisions.

SUBMITTED on \_\_\_\_\_, \_\_\_\_\_

State Contractor License No. \_\_\_\_\_

Employer's Tax ID No. \_\_\_\_\_

If Bidder is:

**An Individual**

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

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

Doing business as:

\_\_\_\_\_

Business address:

\_\_\_\_\_

\_\_\_\_\_

Phone No. (\_\_\_\_) \_\_\_\_\_ E-Mail Address

\_\_\_\_\_

**A Partnership**

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

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

Name (typed or printed):

\_\_\_\_\_

SEAL,  
if required  
by State

SEAL,  
if required  
by State

Business address:

\_\_\_\_\_

Phone No. (\_\_\_\_)\_\_\_\_\_ E-Mail Address

\_\_\_\_\_

**A Corporation**

Corporation Name:

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Profession, Service, Limited Liability):

\_\_\_\_\_

By:

\_\_\_\_\_

*(Signature - attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

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

Attest \_\_\_\_\_

*(Signature of Corporate Secretary)*

CORPORATE  
SEAL,  
if required by State

Business address:

\_\_\_\_\_

\_\_\_\_\_

Phone No. (\_\_\_\_)\_\_\_\_\_ E-Mail Address

\_\_\_\_\_

Date of Qualification to do business is

\_\_\_\_\_

**A Joint Venture**

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

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

*(Signature of joint venture partner -- attach evidence of authority to sign)*

SEAL,  
if required  
by State

Name (typed or printed):

\_\_\_\_\_

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

Business address:

\_\_\_\_\_

Phone No. (\_\_\_\_\_)\_\_\_\_\_ E-Mail Address  
\_\_\_\_\_

SEAL, if required by State
----------------------------------

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

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

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

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

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No. (\_\_\_\_\_)\_\_\_\_\_ E-Mail Address  
\_\_\_\_\_

Phone Number and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)



LIST OF SUBCONTRACTORS

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

**NOTE:** Additional numbered pages may be attached if needed.

# NOTICE OF AWARD

TO: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: East Branch Road Water Reliability and Hansen Ditch Water

The Agency has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated August 5, 2021, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's certificates of insurance within ten (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (5) days from the date of this Notice, said Agency will be entitled to consider all your rights arising out of the Agency's acceptance of your Bid. The Agency 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 AGENCY.

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

Agency \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PROJECT: East Branch Road Water Reliability and Hansen Ditch Water Conservation Project

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the Work within 40 consecutive calendar days thereafter. The date of completion of all Work is therefore \_\_\_\_\_.

\_\_\_\_\_  
Agency

By: \_\_\_\_\_  
(Signature)

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

**ACCEPTANCE OF NOTICE**

**Receipt of above NOTICE TO PROCEED is hereby acknowledged by: \_\_\_\_\_**  
\_\_\_\_\_ **this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

By: \_\_\_\_\_  
(Signature)

Name:

Title:

Employer Tax Identification Number:

\_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Email: ( ) \_\_\_\_\_