



FORT VALLEY UTILITY COMMISSION

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Request for Proposal (FV-02.18)

Natural Gas System Extension - SR 96

Fort Valley Utility Commission, located in Peach County, proposes to retain the services of a qualified and licensed Contractor with verifiable experience for the construction and installation to extend approximately 19,000 feet of 6" steel along SR 96 from Houser's Mill Road to the new hydroponic plant. Install regulator station and PE pipe from the regulator station to the meter set.

All sealed bids must be submitted no later than Thursday, March 1, 2018 at 10:00 AM to the address below. A mandatory pre-bid meeting will be held on Tuesday, February 20, 2018 at 1:00PM on location at 500 Anthoine Street, Fort Valley, GA 31030. Please submit three hard (paper) copies and one soft (PDF or other electronic document on a CD or USB Drive) copy of your bid package to:

Connie Tucker, Gas Superintendent
FV-02.18
Fort Valley Utility Commission
500 Anthoine Street
Fort Valley, GA 31030

SPECIFICATIONS

The overall objective for this request for proposals is to obtain pricing for installation of the 6” steel gas main and associated facilities to serve the new customer. Please provide pricing in the format provided at the end of this document.

REQUIREMENT

Construction shall adhere to the plans and technical specifications provided upon request from the Fort Valley Utility Commission. Estimates must include labor and material; no substitutions for materials are allowed unless approved by owner. Contractors interested in submitting a proposal for this work should contact Connie Tucker at ctucker@fvutil.com or 478-825-7701 Ext 215.

NATURAL GAS SYSTEM

SPECIFICATIONS

PART I – INSTALLATION

- A. SCOPE OF WORK. The Work covered by these Specifications consists of and includes the performing of all operations and the furnishing of all plant, labor, material, supplies, equipment, and other facilities and things necessary or proper for or incidental to the construction and testing of natural gas distribution mains and services, all complete, tested, accepted, and connected to the existing high pressure main. All Work shall be done in accordance with requirements of the CFR Title 49 Part 192 “Transportation of Natural and Other Gas By Pipeline: Minimum Federal Safety Standards,” as amended, and any applicable Standards which are hereby incorporated in these specifications by reference.
- B. MATERIAL TO BE FURNISHED BY OWNER. All 6” steel pipe will be furnished by the Owner. Coordination of delivery of the pipe will be the responsibility of the contractor. All other material necessary for the completion of the job will be furnished by the contractor.
- C. MATERIAL AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR. The Contractor shall provide and pay for all tools, labor, machinery, work equipment, cutting and welding supplies and all other items necessary and proper for the completion of the Work, except such as may be otherwise expressly provided for in the Contract Documents.
- D. RIGHT-OF-WAY. The necessary rights-of-way for the pipelines will be provided by the Owner. If permits are required for permission to install the pipelines on state DOT or railroad right-of-way, such permits shall be obtained by the Engineer or Owner at the Owner’s discretion. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the Plans, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies, so as to cause the least possible damage to property and interference with

traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer or Owner.

- a. The Contractor shall not unnecessarily interfere with the use of any public or private improvements or shall not unnecessarily injure such improvements. The Contractor shall repair any injury to such improvements to as good or better condition than existed prior to undertaking such installation. All injury shall be repaired by the Contractor to the satisfaction of the Engineer or Owner and controlling authority.
- b. Clearing of small undergrowth for the installation of the pipe should be included in the per foot price. If large trees or other obstacles that cannot be removed have to be HDD the Contractor will be a paid HDD item with prior approval of the Engineer or the Owner or the Owner's representative.

E. HANDLING, HAULING AND STRINGING. The Contractor shall load, unload, haul, receive, sign for, store, and otherwise be responsible for all materials. All materials shall be handled and placed so as not to be unnecessarily damaged.

- a. Coated steel pipe shall be lifted, rolled or otherwise handled so as not to damage the coating. All damaged coating shall be repaired and acceptance of same shall be contingent upon approval of the Engineer or Owner.

F. MAIN INSTALLATION

Trenching/Open Ditch:

Trenching shall include all excavation necessary to prepare the ditch for the pipe to be installed regardless of what means or methods are necessary to produce such ditch.

- a. The trench shall be excavated to a depth which will provide a minimum cover of three feet below the existing pavement grade or as otherwise shown on the Drawings or assigned by the Engineer.
- b. The trench shall be completed in a manner which will offer a smooth, continuous support to the entire length of the pipeline. All sharp objects such as rocks, glass, etc., shall be removed from the trench or the trench shall be imbedded with sand. If sand or rock shield is needed for proper installation of the pipe in areas of rock or other questionable area such sand or rock shield shall be supplied by and paid for by the Contractor.
- c. It shall be the Contractor's responsibility to determine the location and elevations wherever necessary of any existing surface or subterranean public utilities or other surface of underground improvements in advance of the Work being done,

either from local information or by actually uncovering the utility improvement. Any such existing water line, sewer line, cable, conduit power line, or any other existing utility, either underground or above ground, damaged by the Contractor in prosecuting the Work, is to be immediately repaired at his expense.

- d. The location of the pipe shall be such as to allow a minimum clearance of twelve (12) inches between all utility lines, drain lines, or other obstructions which in the opinion of the Engineer or Owner might reduce the quality of construction or damage such obstructions.
- e. In the event that a change in the proposed route of the pipeline may be effected when unforeseen obstacles to construction make such rerouting desirable in the opinion of the Engineer or Owner and as approved by the Owner, such change will be made at no extra cost to the Owner except as according to the unit cost of items included in the Contract Price.
- f. The Contractor shall not open more trench in advance of pipe laying than is necessary to expedite the Work.
- g. The trench shall be marked and/or barricaded where a hazard exists or might exist. Road signs with proper instructions shall be used to describe hazards and to control traffic so that accidents might be prevented. Trench openings shall be covered or filled-in prior to periods when such openings are left unattended.
- h. The terms "excavating" and "trenching" shall include all materials excavated in making a trench except naturally deposited or ledge rock which cannot be excavated by the use of a unit crane backhoe without blasting. The Contractor shall make the necessary boring and testing to satisfy himself as to the amount of rock to be excavated.

DIRECTIONAL DRILLING, TRENCHLESS PIPE INSTALLATION:

Directional drilling shall be utilized as a means to install the subject pipeline in accordance with the guidelines below.

- a. Maintain a minimum of 48" depth below the existing pavement grade unless necessary to go deeper than 48" to route the line below drainage structures or existing utilities or if specified on Plan Sheets.
- b. At tie-in points, piping shall be a minimum of 48" deep.

- c. The Contractor shall exercise care to contain all drilling fluids at the drill site. If necessary, the Contractor will be required to vacuum and properly dispose of excess drilling fluids at his expense.
- d. Certain segments of the project may require the Contractor to install the pipe by directional boring. The Contractor may utilize directional boring techniques in other areas at his option. In optional areas, the Contractor is to be paid the unit price for installing the pipe but will not be paid for the directional bore. If the pipeline is required to be directional bored (wetland crossing, road crossing, etc.), the area will be designated on the drawing before construction begins or approved by the Engineer or Owner after construction begins and the Contractor will be paid the price per foot of directional bore for the required directional bore length. **The directional bore price will include the price for installing the pipe.**

ROCK EXCAVATION:

Rock excavation shall include the excavation of rock occurring in mass and ledge formations of such character as to warrant removal by blasting, rock saw, hydra ram, jack hammering or any other approved means to remove rock; and shall include also the removal of boulders which contain as much as one-half cubic yard of rock. Excess damage to pavement to be repaired by Contractor at their own expense.

- a. The cost of removing and disposing of rock smaller than one-half of a cubic yard in size and the cost of furnishing and installing earth fill for padding in such locations shall be included in the per foot price. No additional compensation shall be allowed.
- b. Rock excavation for trenches will be measured by the cubic yard and the quantity thereof shall be determined as follows: An arbitrary width of eighteen (18) inches will be multiplied by the average depth from the surface of the rock to six (6) inches below the invert of the pipe, or the actual bottom of the rock ledge if it does not extend six (6) inches below the invert, and further multiplied by the length of cut in rock formation. In order to convert the resulting cubic feet measurement to cubic yards, the total of the width x depth x length (measured in feet) must be divided by twenty-seven (27).
- c. Before any rock is excavated, the earth shall be stripped away, and the Engineer or Owner shall be notified in order that measurements can be made. Rock excavated before being measure by the Engineer or Owner shall not be paid for as rock excavation.

- d. Rock excavation within the limits above defined and measured as set forth will be paid for at the Contract Unit Price per cubic yard of rock excavation, which price and payment shall constitute full compensation for all equipment, tools, labor, insurance, and incidentals, and for the performance of all Work necessary to complete the item in accordance with Plans and Specifications. No additional compensation shall be allowed for additional earth for backfill.

G. WELDING.

Steel Welding:

- a. Any and all welding on the pipeline or appurtenances thereto, testing and qualification of welders shall be in accordance with the requirements for welding as stated in CFR Title 49 Part 192 "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards", as amended, which is hereby incorporated by reference and made a part of these Specifications.
- b. The Contractor shall use only competent and skilled workmen on welding. No welding shall be done on any piping, fitting or other equipment until the welders have been fully qualified in accordance with the test requirements set forth in the above requirements. The Contractor must furnish evidence to the Engineer or Owner that these requirements have been met for each welder prior to commencement of work.

H. BACKFILLING. The Work required under this Specification includes the furnishing of all labor, materials, equipment, and services necessary for the backfilling of all trenching and excavations over the entire length of the pipeline.

- a. All backfill material used shall be free from stones, sticks, broken concrete, brick, large clods, lumps, or other material which might damage the pipe or the pipe coating.
- b. In locations other than surfaced ways the ditch shall be compacted by conventional means and excess earth shall be ridged over the trench to provide sufficient backfill material for settling. Where excavated material is left in a ridge over the trench, gaps shall be made in the ridge to allow surface water to drain off. The Contractor shall refill and compact backfilled areas for settlement. All areas of settlement shall be filled and stable before final payment.
- c. In crossing or paralleling cinder or gravel surfaced streets, alleys, or driveways, the excess earth shall be removed immediately after proper backfill methods have been followed to prevent the earth from spreading over adjacent surfacing. Should a period of time exist between the times of backfill and surfacing, the Contractor shall maintain the surface or traveled ways by furnishing and installing

gravel or other material approved by the Engineer or Owner so that a satisfactory condition exists. The final surface shall be covered in the same or approved material as was on the surface of such areas before excavation began.

- d. All areas of pavement removal shall be maintained with cold mix asphalt patch, crusher run gravel or steel plates, until permanent pavement repair is installed.
 - e. In general, backfill shall be compacted in accordance with controlling public authorities.
- I. CLEANUP. Cleanup shall consist of all Work necessary to restore the damaged area to a similar condition as existed prior to the start of the construction. This operation, for example, includes filling of any sunken trenches, removal of excess excavated materials, removal of equipment, removal of rock and other materials which cannot be placed in the trench backfill, the repairing of fences, burning of brush, re-seeding and strawing as required by the Owner, and any other Work which will place the construction area in good condition.
- a. The Contractor shall keep the right-of-way clear of construction debris, insofar as it is possible, during the progress of the Work. Open ditch, construction equipment, and materials shall be handled in a manner which will cause the least inconvenience to other work in progress, to the general public, and to residents along the route of the pipeline. The Contractor's crew shall complete all cleanup as the construction proceeds and shall not move to another area until all cleanup is complete in the area just finished.
- J. SURFACING. The Contractor will replace damaged road, street, and sidewalk surfaces where damage was necessary for construction at the Contractor's expense.
- a. Whenever it is necessary to cross under roadway pavement it is desired that the Contractor directional bore.
 - b. Cutting and replacing of pavement shall be at the expense of the Contractor. If paved driveways are crossed in an area that is not designated as a HDD area, the contractor will be responsible for cutting and replacing the driveway cuts at his expense. Driveway cuts will be maintained at the Contractor's expense until permanent repairs are made.
 - c. Gravel roads and dirt roads, shall be repaired and replaced to original condition at the expense of the Contractor.

K. BORING AND CASING INSTALLATION. Pipe under state highways, railroads, paved streets, certain driveways, and walkways shall be installed by boring (Jack & Bore or HDD) as shown on the Drawings, as designated by the Engineer or Owner, or when required by controlling authorities. The length and depth of bore shall be the minimum required by controlling authorities and as approved by the Engineer or Owner. Boring a distance longer than this minimum distance shall not be measured for payment of boring, but it shall be considered a part of the trenching operation. Payment for boring where no casing is installed shall be based on the minimum length of bore, as described above and measured along its centerline, multiplied by the unit price bid for boring for the pipe diameter to be installed in the hole. Payment for boring where casing is to be installed shall be included in the Contract price for installing casing.

- a. In the event boring operations result in injury or damage to pavement, repairs to the pavement shall be made by the Contractor at no cost to the Owner.
- b. The diameter of the auger used in boring shall not be greater than the maximum diameter permitted by controlling authorities and in no case greater than four (4) inches larger than the outside diameter of the casing or line pipe to be installed.
- c. If casing is required, boring and installing casing shall include all the Work required to install the casing pipe, vent pipe, bushings, insulators, test lead, and warning signs. A watertight seal approved by the Engineer or Owner shall be provided at each end of the casing to ensure against the entrance of ground moisture and debris. Payment shall be made for the length of the casing installed, measured along its centerline, multiplied by the Contract price for boring and installing casing pipe.
- d. The carrier pipe shall be installed in the casing at the Contract price for installing the carrier pipe in the adjacent area. The carrier pipe should at all points of contact be insulated from the casing by means of plastic casing insulators and cradles. Gas warning signs shall be installed by each vent.

L. VALVE AND VALVE ASSEMBLIES. Valve and valve assemblies include valves and valve boxes. Valves and valve assemblies shall be installed at all locations as shown on the Drawings or as designated by the Owner and/or Engineer or Owner.

- a. Valve boxes shall be installed over each underground valve unless contrary instructions are given by the Engineer or Owner.
- b. The cost of furnishing and/or installing valves and valve assemblies and boxes shall be the Contract price times the number of valves and valve assemblies furnished and/or installed.

- M. PROTECTIVE COATINGS. All steel pipe used to transport gas shall be plant coated. The coating shall be fusion bonded epoxy coating with an average thickness of 14 mils and a minimum thickness of 12 mils. Welded joints, fittings and damaged areas of the coating shall be wrapped with a tape coating having a minimum thickness of 35 mils and shall be compatible with the specified coating. Tape coating shall be supplied with the necessary primer and of the type and grade recommended by the tape manufacturer. The tape coating shall be cold applied tape equal to Protecto Wrap 320-35 Manufactured by Protecto Wrap Company; Denver, CO. Pipe to be used for Directional Boring shall be coated with an additional 30-mil thick two-part epoxy coating (DUALCRETE or equal). Joints on sections of pipe to be installed by HDD shall be coated with epoxy kits in accordance with the manufacturer's instructions.
- a. Just prior to installation in an open ditch or as a section is pulled in a HDD, steel pipe will be checked for defects with an electronic holiday detector (Jeep) set for the coating thickness of the pipe. Any defects in the coating detected by the Jeep will be repaired before the pipe is installed.
- N. CLEANING AND PRESSURE TESTING. Each section of new main by pipe diameter will be thoroughly cleaned by forcing a "pig" through the pipe a sufficient number of times to remove foreign matter which may have been trapped inside the pipe during construction.
- a. After cleaning, all new mains shall be proved to be gas tight by an appropriate pressure test. The Engineer or Owner may require the Work to be divided into convenient sections for testing.
 - b. All tests shall be conducted in the presence of the Engineer or Owner or his representative.
 - c. All test segments shall be backfilled throughout its entire length before starting the test except for necessary bell holes and open valve settings as approved by the Engineer or Owner.
 - d. Steel pipe shall be hydrostatically tested at a minimum of 450 psig to qualify the line for 300 psig MAOP. The regulator station will be tested in sections with nitrogen with the inlet section tested at 450 psig and the outlet section tested at 1.5 times the delivery pressure. The pressure test on completed Work shall be left on for a minimum of twenty-four (24) hours and shall show no loss in pressure after temperature corrections have been made. Recording pressure gauges shall be installed at the end of the test section and recording charts shall be delivered to the Owner at the completion of the test.

- e. The section of line that is hydrostatically tested shall be dewatered with the use of foam dewatering pigs. As many drying runs as needed will be made until the line is considered dry by the Engineer and or Owner representative.
 - f. Tie-in welds and fittings not included in the pressure tests shall be leak tested with soap suds after the section of new main is put in service.
- O. TIE-IN AND PURGING. No gas shall be admitted into any completed or partially completed construction prior to receiving an acceptable pressure test and/or before notifying and receiving the approval of the Engineer or Owner.
- a. After the new main has been cleaned and satisfactorily tested and approved by the Engineer or Owner for gas service, the Contractor will proceed to tie-in the new main to the existing gas system. Tie-ins will be made at locations indicated on the Drawings or otherwise designated by the Engineer or Owner.
 - b. After the tie-in has been completed, and under the direction and in the presence of the Engineer or Owner, the Contractor shall admit gas into the line in sufficient quantities to clear air, dust, and other foreign matter from the pipe, after which all valves shall be closed and gas pressure maintained in the line continuously. The Owner shall furnish the gas necessary for this operation.
 - c. Vent stacks shall be located so that gas may be discharged safely taking into consideration nearby buildings, overhead power lines and other sources of ignition. All smoking and open flames shall be prohibited in the area during the purging and blowing operation. Vent stacks shall be effectively grounded to prevent build-up of static electricity.
 - d. Before putting gas in the main the vent shall be carefully braced and blocked as necessary to prevent a blow off. Gas should be admitted into the main at the moderately rapid flow to minimize mixing of the gas and air. However, high velocities which could case a spark by moving solid particles, such as rocks, should be avoided.
- P. CHAIN LINK FENCING CONSTRUCTION AND GRAVEL PLACEMENT
- a. Fencing around the regulator station has not been finalized at this time. Once the fencing is finalized the Contractor will be asked to provide pricing based on the final fencing specs. Based on this pricing the Owner will decide if the Contractor will install fencing.
- Q. PAINTING OF ABOVE GROUND STRUCTURES All above ground structures shall be sand blasted to near white metal to remove loose rust and dirt and painted with two coats of Sherwin-Williams Tile-Clad II two part epoxy paint and one coat of clear two

part epoxy paint or equivalent paint approved by the Owner. Paint and sand blast equipment and material shall be supplied by the Contractor. Color of paint to be determined by the Owner.

- R. DRUG TESTING. In order for the Contractor to connect the new construction to the Owner's system, the employees of the Contractor who will physically make the tie-in welds/fusion joints are required by CFR 49 Part 199, Part 40 to be a participant in an anti-drug/drug testing program.
- a. Upon request by the Owner the Contractor must furnish documentation of the participation in a qualified anti-drug testing program for those employees to the Owner.
- S. OPERATOR QUALIFICATION and PROCEDURES. Contractor shall supply a copy of their Operator Qualification Plan and the Procedures it is based on. If it is determined by the Owner and their representatives that the plan is based on the same procedures as the Owner's OQ Plan then the Contractor's OQ Plan will be accepted by the Owner. If the Contractor's OQ Plan is not based on the same procedures as the Owner's the Contractor will have to qualify their employees under the Owner's OQ Plan. A copy of the Welding Procedures and the Construction Procedures will be on the job site available for employees at all times.
- T. MEASUREMENT OF QUANTITIES. The quantities of Work performed will be computed by the Engineer or Owner on the basis of measurements taken by the Engineer or Owner or his assistants, and these measurements shall be final and binding. The Contractor shall at his own expense provide help and other assistance as may be required for making the measurements.

NATURAL GAS SYSTEM

SPECIFICATIONS

PART II – MATERIALS

- A. SCOPE. This section covers the various materials which may be used in the Work.
- B. PIPE. All steel line pipe used in the Work shall be as listed below.

Steel pipe shall be API5L, as follows:

Size (inches)	Wall Thickness (inches)	Grade
2"	.154	B
6"	.188	X-52

Steel line pipe shall be Electric Resistance Welded, Grade X52 meeting the requirements of API 5L, Specifications for Line Pipe, 1988 and shall be new and unused. Steel pipe shall be manufactured in the United States and shall bear the mark of the manufacturer. Steel line pipe shall have diameters and wall thicknesses as specified above, shall be double random (42') lengths and beveled for welding. Steel line pipe shall plant applied coating of fusion bonded epoxy applied electrostatically to an average mill thickness of 14 mils with a minimum thickness at any point of 12 mils. Coating shall terminate six inches from the ends of the pipe. Plant applied coating shall be equal to Scotchkote 206N epoxy coating as manufactured by 3M Electrical Products Division of St. Paul, Minnesota. Pipe to be used for Directional Boring shall be coated with an additional 30-mil thick two-part epoxy coating (DUALCRETE or equal).

The following minimum information shall be stenciled to the exterior of plant applied coatings.

Name of Coating Applier

Name of Pipe Manufacturer

Pipe O.D. in inches

Pipe Wall Thickness in Inches

Type of Pipe Manufacture and Grade

Coating Specification Symbol

Welded joints, fittings and damaged areas of the coating shall be wrapped with a tape coating having a minimum thickness of 35 mils and shall be compatible with the specified coating. Tape coating shall be supplied with the necessary primer and of the type and grade recommended by the tape manufacturer. The tape coating shall be cold applied tape equal to Protecto Wrap 320-35 manufactured by Protecto Wrap Company, Denver, CO.

Welded joints on pipe used for directional boring shall be coated with a 30-mil coating of field applied epoxy.

C. PIPE FITTINGS. Welding fittings shall be butt weld, minimum Grade B, seamless steel with a minimum yield strength of 35,000 psi meeting the requirements of ASTM A106 and ANSI B16.9. Welding fittings shall be Standard Weight, Schedule 40 in accordance with ANSI B36.10.

D. VALVES. All valves used in the Work, except those valves otherwise noted on the Drawings, shall be wrench operated, low maintenance valves.

Line valves installed in the Work shall be as follows:

<u>Size</u>	<u>Description</u>
6" Steel	Kerotest Weldball WxW 720 Regular Port

All wrench operated valves shall be provided with shank adapters for operating with a valve wrench having a 2-inch square opening.

The valve box on all underground valve installations shall be supported independently of the valve or gas main.

E. VALVE BOXES. Valve boxes shall be roadway, adjustable type. Valve boxes shall be equal to the adjustable valve box manufactured by Ametek.

F. STOPPER FITTINGS AND TAPPING TEES. Stopper fittings and other hot tap fittings, as shown on the Drawings, shall be manufactured by T. D. Williamson or Mueller. If other fittings are used prior approval for the Engineer will be needed before ordering fittings.

G. PIPELINE MARKERS. Pipeline Markers will be supplied by the Owner. Marker will show the Operator's name and emergency contact information and shall be placed such that a marker is visible from any point on the pipeline.

- H. FENCE. Any fencing removed or damaged on the project shall be replaced with equal material and left in the condition it was originally found.
- I. OTHER MATERIAL. Special material specifications may be listed on the Drawings.
- J. PAYMENT. No separate payment for materials furnished by the Contractor will be made since all compensation is included under appropriate pay items in the Proposal.

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID.

I. General Conditions

A. Qualifications

1. Bids will be considered only from experienced and LICENSED Contractor(s) engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing of equipment available for use on this work. Before accepting any bid, the Utility Commission may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

B. Subcontracting

1. A portion of the work specified may be subcontracted with prior approval of owner. The contractor shall supervise subcontractor(s), and guarantee work quality. All anticipated subcontractors and their qualifications must be submitted with the bid.

C. Authority to Sign

1. The Bidder should insure that the legal proper name of his proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

D. Rights Reserved

1. The Utility Commission reserves the right to reject any and all Bids, to waive informalities or to re-advertise. It is understood that all Bids are made subject to this agreement, that the Utility Commission reserves the right to decide which Bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed and past performance with the Utility Commission.
2. Bidders are advised to examine Plans and Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. The Utility Commission will not be responsible for the Bidders errors or misjudgment, nor for any information on location conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection.

II. Award of Contract

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the Utility Commission, price and other factors considered. The Utility Commission is to make the determination.
- B. The bid evaluation will be made on the following criteria:
 - Bid price
 - Compliance with specification
 - Ability to deliver product and service
 - Availability of warranty on service and parts
 - Start Date
 - Proximity to Fort Valley Utility Commission
 - References
- C. Prior to award of the Contract, the successful bidder will be required to submit a construction schedule to the Utility Commission, demonstrating the bidder's ability to commence and proceed in a timely manner on the entire Commission's contract for which they are the successful bidder. A bidder's failure to demonstrate the ability to proceed as required may result in the award of one or all those sections to the next lowest, responsive and responsible bidder, as deemed in the Utility Commission's best interest.

- D. Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the Commission's discretion, the award of any and/or all of the Bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.
- E. A Bid Bond equal to 5% of the bid amount is required to be submitted with bid.
- F. Prior to execution of a Contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia and satisfactory to the Fort Valley Utility Commission. Bonds given shall meet the requirements as listed in this Bid package.
- G. Prior to execution of a Contract, a Utility Coordination Meeting is required between Contractor(s) and the Utility Commission, to ensure clarity and commitments concerning inter-related construction work schedules, if applicable.

III. Production Requirements

- A. Time is of the utmost importance of this project. The successful bidder will be required to commence work within twenty (20) calendar days from the receipt of the Notice to Proceed, and must carry on with utmost diligence in order to complete the work within 90 Days.

IV. Retainage

- A. Retainage on work completed will be withheld by the Utility Commission as follows:
 - 1. The Utility Commission shall retain 10% of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

V. Location and Site

- A. The site of the proposed work is SR 96 from Houser's Mill Road to the new hydroponic plant in Fort Valley, GA 31030
- B. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as indicated on the drawings or as directed by Fort Valley Utility Commission.
- C. The Contractor, before submitting a bid is required to visit the site, and acquaint himself with the actual conditions and the location of any and/or all

obstructions that may exist on the site. The site visits must be confirmed by the Project Manager.

- D. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

VI. Compliance with OSHA Standards and Regulations

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by Fort Valley Utility Commission.

VII. Materials

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work. Owner will supply 6" steel pipe.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.

VIII. Inspection

Fort Valley Utility Commission does not commit to have a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fails to meet standards and retesting that is required will be at the Contractors expense.

X. Contract Requirements

- A. Successful vendor is required to do the following within ten (10) days of Notice:
 - 1. Return to Fort Valley Utility Commission contract documents executed by the authorized representative attested by the corporate Secretary Treasurer.
 - 2. Provide Insurance Certificates as specified in the bid documents.
 - 3. Provide bonding as required by the bid documents.
- B. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the

annulment of the award and for the forfeiture of the bid guaranty of Fort Valley Utility Commission, not as a penalty, but as liquidation of damages sustained. At the discretion of the Commission, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by Commission forces. The Contract and Contract Bonds shall be executed in duplicate.

- C. It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Commission to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Commission of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Commission as against Contractor and its Surety, in the event of delayed completion and without the Commission being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Commission for payment of liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Commission without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

Y. Miscellaneous Provisions

- A. Permits: The Engineer and Owner will obtain all necessary GDOT permits for work. An Erosion and Sedimentation Control Plan will be obtained by the Engineer. Contractor will be required to complete NOI and other notices required by the E&S Plan.
- B. Schedule: The Contractor shall provide to ctucker@fvutil.com a schedule of construction activities, if applicable. The schedule must be presented at least seven (7) days prior to work commencing.
- C. Work Hours: No work shall take place on Saturday or Sunday unless approved by Fort Valley Utility Commission. The contractor shall submit to Fort Valley Utility Commission a written request at least seven (7) days prior to the weekend work. The daily hours will be provided with the notice to proceed.
- D. Disposal of Refuse: The Contractor shall be solely responsible for disposing of materials and shall take into account, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the

site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Fort Valley, Georgia.

Requested Content

All questions must be answered and the information given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). The statement shall be submitted with bid.

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in the construction business under your present name; also state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long
- g. Contract on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where and why?
- j. Have you ever defaulted on a Contract, if so, where and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.
- o. With what bank do you do business? Do you grant the Commission permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, and may be requested by City. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements were not prepared.

NON COLLUSION: VENDOR(S), BY SUBMITTING SIGNED BID, CERTIFY THAT THE ACOMPANYING BID IS NOT THE RESULT OF, OR AFFECTED BY, ANY UNLAWFUL ACT OF COLLUSION WITH ANY OTHER PERSON OR COMPANY ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, OR ANY OTHER FRAUDULENT ACT PUNISHABLE UNDER GEORGIA OR UNITED STATE LAW

Note:

A **mandatory** Pre-Bid Meeting will be held on Tuesday, February 20, 2018 at 1:00 PM at 500 Anthoine St, Fort Valley, GA 31030.

Please request bidding documents/specifications and submit questions via e-mail only. Submit questions/requests to Jason Johnson via e-mail at ctucker@fvutil.com.

All questions/requests must be submitted via e-mail prior to Wednesday, February 21, 2018.

Bid Packages are due March 1, 2018 at 1:00 PM.

Fort Valley Utility Commission reserves the right to reject any or all bids, to waive technicalities and to make an award as deemed in its best interest. We appreciate your interest in Fort Valley Utility Commission.

References

The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within Georgia.

Fort Valley Utility Commission requests a minimum of three (3) references where work of a similar size and scope has been completed.

1. Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

2. Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

3. Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

EXHIBIT A

E-Verify Contractor Affidavit under O.C.G.A § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Fort Valley Utility Commission** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed _____, ____, 201__ in _____, Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basis Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SSA).

Authority O.C.G.A. 13-10-91.

For Fort Valley Utility Commission Use Only

Contract File Copy_____

Human Resources Copy_____

(state whether bidder is corporation, partnership, individual, etc.)



BID FORM

1-24-2018

PROJECT IDENTIFICATION:

Natural Gas System Expansion

CONTRACT IDENTIFICATION AND NUMBER:

FVUC Project No.: FV-02.18

THIS BID IS SUBMITTED TO:

Fort Valley Utility Commission

THIS BID IS SUBMITTED FROM:

Bidder: _____

Address: _____

Phone: _____

Bidders License No.: _____

Contractors License No.: _____

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within nine days after the date of OWNER's Notice of Award.

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

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date

Number

BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 5 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other 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.

BIDDER agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the work within 90 consecutive calendar days from the "Notice to Proceed" date.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

BASE BID:

UNIT PRICE BID					
ITEM		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Supply material and install 6" steel gas main by open ditch	14,000	FT		
2	Supply material and install 6" steel gas main by HDD	5,000	FT		
3	Supply material and install 1" Regulator station	1	EA		
4	Supply material and install 4" PE from Regulator Station to the meter set	600	FT		
5	Tie in to existing 6" steel HP gas main at the intersection of SR 96 and Houser's Mill Road	1	EA		
6	Install 6" HP steel valve at tie in item #5	1	EA		
7	Supply material and install 6" steel gas main in rock by HDD	100	FT		
8	Open Ditch rock removal	5	CY		
9	Silt Fence installed per E&S Plan	500	FT		
TOTAL BASE BID:					

Communications concerning this bid shall be addressed to:

Connie Tucker

Fort Valley Utility Commission

500 Anthoine Street

Fort Valley, Georgia 31030

478-825-7701

ctucker@fuvtil.com

Bidder agrees to furnish equipment and to perform all labor necessary for the construction of:
Natural Gas System Expansion for the sum of

_____ Dollars (\$_____).

The above unit and lump sum prices shown shall include all labor, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding. OWNER specifically reserves the right to determine the best bid through objective and subjective judgment, and accept the bid which, in the OWNER's judgment, is in the OWNER's own best interest.

BIDDER furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within seven days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the OWNER as liquidated damages for such failures.

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

- a. Required Bid Bond for the sum of _____ Dollars (\$_____) according to the conditions of "Instructions to Bidders".
- b. Bid Data submitted by BIDDER that indicates standard specifications, details or drawings with any deviation from the specifications indicated.

SUBMITTED on _____, 20__

BIDDER: _____

By: _____

Title: _____

Address: _____ Phone: _____

_____ Seal: (if bid by a Corporation)

BID BOND

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

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date:

Description *(Project Name and Include Location):*

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)

(Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

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

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.

11. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

12. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- 12.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 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
- 12.2 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 2.1; and
- 12.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

13. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- 13.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 13.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 13.3 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 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 13.4 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 therefore.

14. If Surety does not proceed as provided in Paragraph 3 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 3.4, 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.

15. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 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 the 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:

- 15.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 15.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 15.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

16. 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.

17. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

18. 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.

19. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

20. 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.

21. Definitions.

- 21.1 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.

- 21.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 21.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 21.4 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 otherwise comply with the other terms thereof.

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)

(Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

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

22. 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.
23. With respect to Owner, this obligation shall be null and void if Contractor:
- 23.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 23.2 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.
24. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
25. Surety shall have no obligation to Claimants under this Bond until:
- 25.1 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.
 - 25.2 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.
26. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
27. Reserved.
28. 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.
29. 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.
30. 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.

31. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

32. 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.

33. 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.

34. 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.

35. 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.

36. Definitions

36.1 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.

36.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

36.3 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.