City of Hailey, Idaho

Public Works Department
115 S. Main St, Hailey, ID 83333
(208) 788-9830

Contract Documents and Specifications for

COMMUNITY CAMPUS SEWER MAIN RELOCATION

April, 2022

Prepared by:

Hailey Public Works
115 Main St S., Ste H
Hailey, ID 83333
(208) 788-9830
INVITATION TO BID

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until 3:00 p.m., local time, Thursday, May 19, 2022, for the following project:

COMMUNITY CAMPUS SEWER MAIN RELOCATION

At 3:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The proposed Work includes the installation of approximately 386 linear feet of 8” PVC Sewer Main, Removal and replacement of approximately 785 Square Yards of Asphalt, minor landscape repair, and other incidental items.

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained by contacting Nancy Arellano or Brian Yeager at the City of Hailey: (208) 788-9830 x1 or via email at Nancy.Arellano@haileycityhall.org or Brian.Yeager@haileycityhall.org. Questions regarding the contract documents or scope of work should be submitted in writing to Nancy.Arellano@haileycityhall.org or Brian.Yeager@haileycityhall.org.

Bidders must hold a valid Idaho Public Works License prior to the bid due date. Bidders must submit a list of all subcontractors with their bid.

Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The City of Hailey reserves the right to reject any and all bids.

________________________________________
Mary Cone, City Clerk

Publish Dates:
May 4, 2022
May 11, 2022
INSTRUCTIONS TO BIDDERS

BID PROPOSALS
The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until 3:00 p.m., local time, Thursday, May 19, 2022, for the following project:

COMMUNITY CAMPUS SEWER MAIN RELOCATION

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The Bidder must hold a valid Idaho Public Works License prior to the bid due date. The Bidder must submit a list of all subcontractors with their BID PROPOSAL.

The BID PROPOSAL must be submitted in a sealed envelope, plainly marked on the outside as:

“COMMUNITY CAMPUS SEWER MAIN RELOCATION”

If forwarded by mail, the sealed envelope containing the BID PROPOSAL must be enclosed in another envelope addressed to the HAILEY PUBLIC WORKS DEPARTMENT, in care of the receiving office.

The BID PROPOSAL must be made on the required BID FORM. All blank spaces for bid prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The CITY OF HAILEY may waive any informalities or minor defects or reject any and all BID PROPOSALS. Any BID PROPOSAL may be withdrawn prior to the above scheduled time for the opening of BID PROPOSALS or authorized postponement thereof. Any BID PROPOSAL received after the time and date specified shall not be considered. No Bidder may withdraw a BID PROPOSAL within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY OF HAILEY and the Bidder.

The Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of the Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to the Bidder’s BID PROPOSAL. The Bidder must satisfy themselves of the accuracy of any estimated quantities in the BID PROPOSAL by examination of the site and a review of the drawings and specifications including ADDENDA. The quantities shown in the BID PROPOSAL are estimated quantities and are given solely for the purpose of facilitating the comparison of Proposals. All computations of the Contractor's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities. After BID PROPOSALS have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The CITY OF HAILEY shall provide to the Bidder, prior to the opening of the BID PROPOSALS, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the CITY OF HAILEY, or any other person, shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the AGREEMENT.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the CITY OF HAILEY, will be required for the faithful performance of the contract. Attorneys-in-fact who sign PERFORMANCE BONDS or PAYMENT BONDS must file with each bond a certified and effective dated copy of their power of attorney.

A conditional or qualified BID PROPOSAL will not be accepted.
The CITY OF HAILEY reserves the right to reject any or all BID PROPOSALS, and to postpone the award of the CONTRACT for a period not to exceed sixty (60) days.

**INSTRUCTIONS TO BIDDERS (continued)**

**SUCCESSFUL BIDDER, NOTICE-OF-AWARD, EXECUTION OF AGREEMENT, and NOTICE-TO-PROCEED**

The Bidder to whom the CITY OF HAILEY issues a NOTICE-OF-AWARD is deemed the “Successful Bidder.”

The CITY OF HAILEY may make such investigations as deemed necessary to determine the ability of the Successful Bidder to perform the WORK, and the Successful Bidder shall furnish to the CITY OF HAILEY all such information and data for this purpose as the CITY OF HAILEY may request. The Successful Bidder shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS, if requested to do so by the CITY OF HAILEY. The CITY OF HAILEY reserves the right to reject any the Successful Bidder’s BID PROPOSAL if the evidence submitted by, or investigation of, the Successful Bidder fails to satisfy the CITY OF HAILEY that the Successful Bidder is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The CITY OF HAILEY shall include with the NOTICE-OF-AWARD the necessary agreement and bond forms. Within seven (7) calendar days from the date when the NOTICE-OF-AWARD is delivered to the Successful Bidder, the Successful Bidder will be required to execute the AGREEMENT and provide the acceptable PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE. If the Successful Bidder is unable to execute the AGREEMENT, as described, the CITY OF HAILEY may consider the Successful Bidder in default.

The CITY OF HAILEY, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATE OF INSURANCE, and AGREEMENT, signed by the Successful Bidder to whom the AGREEMENT was awarded, shall sign the AGREEMENT, and return an executed duplicate of the AGREEMENT to the Successful Bidder. Should the CITY OF HAILEY not execute the AGREEMENT within this ten (10) day period, the Successful Bidder may, by written notice, withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY OF HAILEY. Upon execution of the AGREEMENT, the Successful Bidder is deemed the “CONTRACTOR.”

The CITY OF HAILEY shall issue the NOTICE-TO-PROCEED immediately following execution of the AGREEMENT by the CITY OF HAILEY. Should there be reasons why the NOTICE-TO-PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the CITY OF HAILEY and CONTRACTOR. If the NOTICE-TO-PROCEED has not been issued within sixty (60) days of the bid opening or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout as if written therein in full.

**PROJECT DESCRIPTION**

The proposed Work includes the installation of approximately 386 linear feet of 8” PVC Sewer Main, Removal and replacement of approximately 785 Square Yards of Asphalt, minor landscape repair, and other incidental items.

All quantities are approximate - this is a unit price basis project and the Contractor shall verify and confirm all quantities with the Owner. Refer to the Bid documents for additional information.

Work shall not commence until Monday June 6th and shall be completed no later than August 1st, 2022; all work must be substantially completed within 28 calendar days of commencement unless otherwise extended by the contract documents.

No more than 50% of the trenching length shall be open at any given time. This is a school area; the Contractor shall adequately secure the work area during the entire project duration.

Questions regarding the contract documents or scope of work should be submitted in writing to either Nancy Arellano or Brian Yeager via email at Nancy.Arellano@haileycityhall.org or Brian.Yeager@haileycityhall.org.

**PROJECT SPECIFICATION**

This project’s specifications are as noted on the CONSTRUCTION DRAWINGS, the most current edition of the City of Hailey Standard Drawings and Specifications, and the Idaho State Public Works Construction Standard Specifications.
BID FORM

PROJECT IDENTIFICATION:

CITY OF HAILEY
COMMUNITY CAMPUS SEWER MAIN RELOCATION

THIS BID IS SUBMITTED TO:

City of Hailey
115 Main St. S
Hailey, ID 83333

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

2.01 The undersigned Bidder accepts all of the terms and conditions of the Advertisement and/or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the opening of Bid Proposals, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF HAILEY.

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

A. The 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 of which is hereby acknowledged.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
<th>Initial</th>
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<tbody>
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</tbody>
</table>

B. The Bidder has visited the project site and become familiar with and is satisfied as to the general, local and project site conditions that may affect cost, progress, and performance of the WORK.

C. The 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. The Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the project site. The Bidder acknowledges that the CITY OF HAILEY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

E. The 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.
F. The Bidder is aware of the general nature of work to be performed by the CITY OF HAILEY and others at the project site that relates to the WORK as indicated in the Bidding Documents.

G. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the project site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. The Bidder has given the City of Hailey Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Hailey Engineer is acceptable to the Bidder.

I. 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 The Bidder further represents that this Bid is genuine and not made in the interest of or on 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; The Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY OF HAILEY.

4.02 Construction Schedule Coordination: The Bidder, after receipt of NOTICE-TO-PROCEED, shall coordinate with the City of Hailey Engineer to verify the proposed construction start date as indicated in the Agreement. The Contractor shall schedule a pre-construction meeting with the City of Hailey Engineer, to be held prior to commencing construction.
5.01 **BID SCHEDULE**: The Bidder will complete the WORK in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>#</th>
<th>Item &amp; Category Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Estimated Cost</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Roadways:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Remove &amp; Replace Existing Asphalt</td>
<td>LS</td>
<td>1</td>
<td></td>
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<tr>
<td></td>
<td>(approx. 785 SY)</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>2</td>
<td>Landscape &amp; Irrigation Repair</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Install 8&quot; PVC Sewer Main</td>
<td>L.F.</td>
<td>3</td>
<td>86</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Modify Existing Sewer Manholes</td>
<td>Each</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Remove &amp; Replace Existing Curb</td>
<td>L.F.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Traffic Control</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sum of Estimated Costs:

**SUM OF ESTIMATED COSTS WRITTEN IN WORDS**

(Lowest Total Price will be considered as the low Bidder)
6.01 The 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.

6.02 The Bidder accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to complete the WORK within the times specified above, which shall be stated in the AGREEMENT.

7.01 The following information is included in this bid package:

A. Instructions to Bidders  
B. Bid Form  
C. Notice of Award  
D. Agreement  
E. Payment Bond  
F. Performance Bond  
G. Certificate of Insurance  
H. Notice to Proceed  
I. Drawings by Galena Engineering, dated April 17, 2022 titled “A Sewer Main Relocation Exhibit at the Community Campus”

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

A. The Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract; and

B. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

C. The Bidder and the Bidder’s subcontractors must hold a valid Idaho Public Works License prior to the bid due date. The Bidders must submit a list of all subcontractors with their bid.

SUBMITTED on __________________, 2022.

Idaho Public Works Contractor License No. ________________________.
Expiration Date ________________________________.
If Bidder is:

An Individual

Name (typed or printed): _____________________________________________

By: ____________________________________________ (SEAL)

(Individual’s signature)

Doing business as: _________________________________

Business address: _________________________________

______________________________________________

Phone No.: ____________________  FAX No.: _____________________
A Partnership

Partnership Name: ________________________________ (SEAL)

By: ____________________________________________
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ____________________________________________

Business address: ____________________________________

____________________________________________________

Phone No.: ____________________  FAX No.: _______________
A Corporation

Corporation Name: __________________________________________ (SEAL)

By: ________________________________________________________
    (Signature -- attach evidence of authority to sign)

Name (typed or printed): ______________________________________

Title: ______________________________________________________ (CORPORATE SEAL)

Attest ________________________________________________
    (Signature of Corporate Secretary)

Business address: __________________________________________

__________________________________________________________

Phone No.: _____________________  FAX No.: ____________________

State of Incorporation: ______________________________________

Date of Qualification to do business is ________________________.
A Joint Venture

Joint Venturer Name: ________________________________ (SEAL)

By: ________________________________
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

Phone No.: ________________ FAX No.: ________________

Joint Venturer Name: ________________________________ (SEAL)

By: ________________________________
(Signature -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

Phone No.: ________________ FAX No.: ________________

Phone and FAX 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 a party to the joint venture should be in the manner indicated above.)
A Limited Liability Company

Limited Liability Company Name: ________________________________(SEAL)

By: ________________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Attest ________________________________

(Signature of Member/Manager)

Business address: ________________________________

__________________________________________

Phone No.: ___________________________ FAX No.: ___________________________

State of Organization: ________________________________

Date of Qualification to do business is ________________________________.
NOTICE OF AWARD

Dated: __________________________

TO: ____________________________________________

(BIDDER)

ADDRESS: ________________________________________________

Contract: COMMUNITY CAMPUS SEWER MAIN RELOCATION

(Insert name of Contract as it appears in the Bidding Documents)

OWNER's Contract No. N/A

You are notified that your Bid dated ____________________, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the project.

The Contract Price of your Contract is ________________________________ ($________________)

One (1) copy of the proposed Contract Documents and one (1) copy of the Construction Drawings accompany this Notice of Award.

You must comply with the following conditions upon receipt of this Notice of Award.

1. Deliver to the CITY OF HAILEY one (1) fully executed copy of the Contract Documents within seven (7) calendar days of this Notice of Award.

2. Deliver with the executed Contract Documents the Contract security (Bonds) and Certificate of Insurance as specified in this document within seven (7) calendar days of this Notice of Award.
3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle the CITY OF HAILEY to consider your Bid in default, to annul this Notice of Award and to declare your Bid security, if any, forfeited.

Within ten (10) calendar days after you comply with the above conditions, the CITY OF HAILEY will return to you one fully executed counterpart of the Contract Documents.

City of Hailey
(OWNER)

By:
(AUTHORIZED SIGNATURE)

Mayor
(TITLE)
AGREEMENT

This AGREEMENT, made this ____________ day of ____________________, 2022, by and between the City of Hailey, Idaho, hereinafter called “CITY OF HAILEY” and _____________________________, hereinafter called “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: COMMUNITY CAMPUS SEWER MAIN RELOCATION.

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

3. The CONTRACTOR will commence work no earlier than June 6th, 2022. All work must be substantially complete within 28 calendar days of commencement, and all work must achieve final completion by August 1st (“Date of Final Completion”), unless otherwise extended by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

   (write in letters) $ (insert numbers)

   as shown in the submitted BID PROPOSAL.

5. The term “CONTRACT DOCUMENTS” means and includes the following:
   5.01 INSTRUCTIONS TO BIDDERS
   5.02 BID FORM
   5.03 NOTICE OF AWARD
   5.04 AGREEMENT
   5.05 PAYMENT BOND
   5.06 PERFORMANCE BOND
   5.07 CERTIFICATE OF INSURANCE
   5.08 NOTICE TO PROCEED
   5.09 DRAWING BY GALENA ENGINEERING DATED APRIL 17, 2022 TITLED “A SEWER MAIN RELOCATION EXHIBIT AT THE COMMUNITY CAMPUS”
   5.10 CITY OF HAILEY STANDARD DRAWINGS AND SPECIFICATIONS
   5.11 IDAHO STATE PUBLIC WORKS CONSTRUCTION STANDARD SPECIFICATIONS

6. Retainage. The CITY OF HAILEY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released upon Certification of Substantial Completion.

7. Liquidated Damages. The CITY OF HAILEY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY OF HAILEY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY OF HAILEY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY OF HAILEY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY OF HAILEY five hundred dollars ($500.00) for each day that expires after the Date of Final Completion, or any proper extension thereof granted by the CITY OF HAILEY.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, deemed an original on the date first above written.
OWNER:

CITY OF HAILEY, IDAHO

BY: ________________________________

(SEAL)

Martha Burke, Mayor

ATTEST:

_______________________________

Mary Cone, Clerk

CONTRACTOR:

_______________________________

BY: ________________________________

Title: ________________________________

Address: ________________________________

(SEAL)

ATTEST:

_______________________________

Name: ________________________________ (Type or Print)

Title: ________________________________
Payment Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) 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
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL     SURETY
Company:    (Corp. Seal)    Company:    (Corp. Seal)
Signature:          Signature: __________________________
Name and Title:         Name and Title: __________________________
(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL     SURETY
Company:    (Corp. Seal)    Company:    (Corp. Seal)
Signature: __________________________
Name and Title: __________________________

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors

PAYMENT BOND - 1
The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors
Performance Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) 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
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature: __________________________
Name and Title: ______________________

SURETY
Company: (Corp. Seal)
Signature: __________________________
Name and Title: ______________________
(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature: __________________________
Name and Title: ______________________

SURETY
Company: (Corp. Seal)
Signature: __________________________
Name and Title: ______________________
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

   3.1. The Owner has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the Owner is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a CONTRACTOR Default; and

   3.2. The Owner has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price to:

      3.3.1. The Surety in accordance with the terms of the Contract;

      3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   4.1. Arrange for the CONTRACTOR, with consent of the Owner, to perform and complete the Contract; or

   4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the 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 the Owner the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the CONTRACTOR Default; or

   4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

      4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

      4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

   6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

   6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

   6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the Owner or others for obligations of the 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 the Owner or its heirs, executors, administrators, or successors.

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

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

   12.1 Balance of the Contract Price: The total amount payable by the Owner to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the Owner in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

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

   12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

   12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
This page intentionally left blank as a placeholder for Certificate of Insurance from Contractor.
NOTICE TO PROCEED

Dated ______________________

TO ____________________________________________

(CONTRACTOR)

ADDRESS: ____________________________________________

_____________________________________________________

Contract: COMMUNITY CAMPUS SEWER MAIN RELOCATION
(Insert name of Contract as it appears in the Contract Documents)

You are hereby notified to commence WORK on _____________________________ in accordance with the AGREEMENT, and you are to complete the WORK by ______________________________, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE-TO-PROCEED to the CITY OF HAILEY.

Dated this _____ day of ____________________, 2021.

CITY OF HAILEY
(OWNER)

By: ____________________________________________

(AUTHORIZED SIGNATURE)

MARTHA BURKE, MAYOR
(TITLE)

_____________________________________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this ____________ day of ____________________, 2022 by: ____________________________________________

(Contractor)

By: ____________________________________________

Title: ____________________________________________