

**SECTION 00 41 13
BID FORM – STIPULATED SUM
(SINGLE PRIME CONTRACT)**

BID PROPOSAL

TO: STATE OF IDAHO
IDAHO TRANSPORTATION DEPARTMENT

Bidders:

The bidder, in compliance with your Instruction for Bids for the Construction of **ITD POWELL STATION - WELLS FM #22403**, having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" from the Owner and to substantially complete the Project on or before June 15th, 2024, as stipulated in the specifications. Bidder further agrees to pay as liquated damages, the sum of **\$500.00** for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No.

_____ Date: _____, _____ Date: _____, _____ Date: _____, _____ Date: _____,
_____ Date: _____, _____ Date: _____, _____ Date: _____, _____ Date: _____,

BASE PROPOSAL:

Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

_____ Dollars (\$ _____)
(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern)

ALTERNATE #1 SCOPE PROPOSAL:

Bidder agrees to perform all the Alternate #1 proposal Work scope described in the specifications and shown on the plans for the sum of:

_____ Dollars (\$ _____)
(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern)

UNIT PRICES:

Bidder agrees to provide a unit price for additional length of well, implemented once well has reach well depth:

_____ Dollars (\$ _____)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern)

STAND-BY DAILY RATE:

Bidder agrees to provide a Stand-by Daily price for time that well drillers & drill is idle due to waiting for instruction from owner to proceed. Owner must approve contractor to go into Stand-By:

_____ Dollars (\$_____)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern)

Owner reserves the right to select base alone or any combination of base bid, alternates, and unit prices if applicable. The owner also reserves the right to reject all bids and rebid at a later date. Upon rejection of all bids all bid securities will be sent back to bidder.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids prior to entering into a contract. Once the project has entered into a contract between bidder and owner. The bidder will hold the price for the cost of construction until the completion of project, estimated prior to June 15th, 2024. No additional funds will be given for delayed work unless out material shortages, delayed delivery of materials at no fault of bidder, or weather delays. The burden of proof of delay is the responsibility of the bidder / contractor. Bidder must show material order date or mobilization and proof of delay before relief by owner is approved.

Upon receipt of written Notice of Intent to Award of the bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph "Performance and Payment Bonds" in the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, Subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

(If the listed trade is not needed for completion of the project enter "NOT APPLICABLE" in the respected spaces)

Plumbing (PWCL Category 15400)

(Name) _____

(Address) _____

Prime Contractor (Bidder): _____ Sub-Contractor: _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)

(Name) _____

(Address) _____

Prime Contractor (Bidder): _____ Sub-Contractor: _____

Idaho Public Works Contractors License No. _____

Idaho HVAC Contractors License No. _____

Electrical (PWCL Category 16000)

(Name) _____

(Address) _____

Prime Contractor (Bidder): _____ Sub-Contractor: _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

(Failure to name a properly licensed subcontractor in each of the above categories or "NOT APPLICABLE" will render the bid unresponsive and void)

Should the listing of subcontractors change due to selection of alternates or other similar circumstances attach explanation.

Note: Bidder to put "Not Applicable" in the name and address if sub-contractor is not needed to complete the proposed scope of work.

Bidder warrants that bid has been prepared and that any contract resulting from the acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further it possesses an Idaho Public Works Contractor's License No. _____, Exp. Date: _____ and it is domiciled in the State of _____.

The undersigned notifies that it is of this date duly licensed as an Idaho Contractor and further it possesses a State of Idaho General Contractors License No. _____, Exp Date: _____

Dated this _____ day of _____, 2023.
(date) (month) (year)

Respectfully submitted by:

(Contractor's Name – Typed)

Seal
(Seal – if bid is by a corporation)

(Street or P.O. Box Address)

(City, State and zip code)

(Authorized Signature)

(Title)

(Telephone Number)

(Fax Number)

(Email Address)

Have you remembered to include bid security (bid bond or certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgement Statement with your bid?

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF _____

COUNTY OF _____

Pursuant to Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, dispose and certify that _____ is in compliance with the provisions of Section 72-1717, Idaho Code; that _____ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that _____ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

(Name of Contractor)

(Address)

(City and State)

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR
BID NON-RESPONSIVE.**

BIDDER'S ACKNOWLEDGEMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Idaho Transportation Department, Project No. **FM22403**, **ITD POWELL STATION - WELLS**

By Submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States of America.
- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).
- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional (Miller Stauffer Architects).
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract Between Owner and Contractor.
 - For total changes, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
 - The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds, and insurance.
- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract between Owner and Contractor General Conditions of the Contract for Construction including as follows:
 - By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

- Any Change Order fully executed by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

Failure to Execute this Acknowledgement may make your Bid Non-Responsive

I, _____, being duly authorized to bind the
(type or print name of individual)

Bidder, _____, does hereby certify that I have fully read
(type or print name of company)

And understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: _____

Title: _____

Date: _____

**END OF
BID FORM**