

BID DOCUMENTS

**INSTRUCTIONS, BIDDING FORMS
& SPECIFICATIONS**

FOR

**ELEMENTARY SCHOOL CONCRETE
AND DRAIN REPAIR**

COUDERSPORT AREA SCHOOL DISTRICT

May 2017

DUE DATE: May 31, 2017 - 3:00 p.m.

Table of Contents

Invitation to Bid	Pg. 3
Instructions to Bidders	Pg. 4
Specifications / Scope of Work.....	Pg. 8
Bid Form	Pg. 11
Payment Bond.....	Pg. 14
Performance Bond	Pg. 16
Certificate of Substantial Completion (executed when installation complete)	Pg. 18
Affidavit of Release of Liens	Pg. 19
Non-Collusion Affidavit	Pg. 20

ADVERTISEMENT FOR BIDS FOR
COUDERSPORT AREA SCHOOL DISTRICT
INVITATION TO BID
May 2017

NOTICE IS HEREBY GIVEN that Coudersport Area School District is accepting sealed bids for the "Elementary School Concrete & Drain Repair" for property located at 802 Vine Street, Coudersport, Pennsylvania 16915.

Bidders must pick up "Bid Documents" from the District Office. Bidders must review all specifications and requirements in detail. All bids will be on forms provided by Coudersport Area School District. All envelopes containing bids shall be clearly marked: "Elementary School Concrete & Drain Repair." Bidders must review and comply with the bid documents and specifications that are available at the District Office. The project includes three separate projects: 1) curb and drain replacement; 2) removal and replacement of the bus zone concrete; and 3) and the removal and construction of a new concrete walk. Specifications are available for review at the District Office.

The District has the right to accept and/or reject all bids submitted in accordance herewith within sixty (60) days of the bid opening. Upon receipt of a bid by the District, the approved bidder must complete work by August 1, 2017.

Bid Documents, including specifications, must be obtained from the District Office located at 698 Dwight Street, Coudersport, Pennsylvania 16915. All interested bidders must schedule a pre-bid meeting with the Maintenance Supervisor. The office hours for scheduling a meeting are Monday through Friday 8:30 a.m. to 3:30 p.m. Each bid must be accompanied by a payment bond and a performance bond as required in Pennsylvania law.

The District reserves the right to waive any formalities as permitted by law. Bids submitted after bid opening will not be accepted. The District reserves the right to reject any and all bids for any purpose.

Sealed Bids will be received in the District Office located at 698 Dwight Street, Coudersport, Pennsylvania 16915 until May 31, 2017 at 3:00 p.m. The bids will be presented to the Board of School Directors at a regular meeting to take place on June 12, 2017 at 6:30p.m.

John Abplanalp, Business Manager
814-274-9480

INSTRUCTIONS TO BIDDERS

May 2017

Bids: All bids shall be submitted to the District (hereinafter referred to as "Owner") at the address shown in a sealed envelope and marked as: **"ELEMENTARY SCHOOL CONCRETE & DRAIN REPAIR"**. Bids will be accepted for the project by the Owner until May 31, 2017, at 3:00 p.m.

The Owner reserves the right to waive any bid conditions or formalities when it appears to be in the Owner's best interest to do so.

The submission of a bid shall serve as conclusive evidence that the bidder has satisfied himself as to all requirements outlined in the bid specifications, addendums (if applicable) and to all conditions serving to control the execution of the project which may ensue. The contractor shall not at any time after the submission of this bid, set up any claim whatsoever based upon insufficient data or incorrectly assumed conditions

Standard of Quality: The various materials and products specified by name or description are given to establish a standard of quality and cost for bidding purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe a minimum standard that is acceptable. Where proprietary names are used, that shall be followed by the words "or alternative." A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternative which does not meet the specifications.

Award of Contract: The Owner shall award the contract to the selected bidder or shall reject all bids within sixty (60) days of the date of bid opening, and no bidder may withdraw their bid before the expiration of such sixty (60) day period. Thirty (30) day extensions of the date of the award of the contract may be made by the mutual consent of the Owner and the selected bidder[s].

Disqualification: Bidders may be disqualified for any of the following reasons:

- a. failure to submit proper documentation;
- b. not qualified by length of business existence, or has not completed a project of this size;
- c. the bidder being interested in any litigation against the Owner;
- d. the bidder having defaulted on past contract or in arrears on an existing contract with the Owner;
- e. lack of competency as revealed by any questionnaires required by the bid;
- f. falsification of information provided to the Owner or incomplete submittals/proposals;
- g. poor reference referrals or poor performance of past work for others;
- h. bidder amendments not acceptable to the Owner; or
- i. for any and all reasons as determined by the Owner.

Within fifteen (15) days following the award (or when presented the contract by the Owner, if later than fifteen days) the successful bidder will enter into a written contract that encompasses the terms and conditions contained in the Bid Documents.

The Owner is not under any obligation to award the contract to the lowest bidder. The Owner reserves the right to make any investigations necessary to assure itself that the Bidder is properly qualified to satisfactorily perform the contract; to accept the complete bid; to adjust the quantities to be purchased in accordance with the Contract Documents; to delete specific items; to waive any informalities and to reject any and all bids.

Each bidder shall be prepared, if so requested, to present evidence of experience, qualifications, and financial ability to carry out the work in accordance with the terms of the agreement.

GENERAL PROVISIONS

Scope: Furnish all labor, material, services, articles, operations, equipment and incidentals necessary to complete the stated project as set forth in the Bid Documents. All work must be performed in compliance with all laws, rules and regulations of the Commonwealth including all building codes. The successful bidder will be responsible for all costs for permits and inspections.

Indemnification: To the fullest extent permitted by law, the selected bidder shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of or resulting from the performance of the Work, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and omission of the contractor, any sub-contractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by party indemnified hereunder.

In any and all claims against the Owner or any of its agents or employees by any employees of the contractor, any sub-contractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractors or any sub-contractor under workers' compensation acts, disability benefit act or other employee benefit acts.

Insurance Requirements: The contractor shall procure and maintain at his own expense and without expense to the Owner, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law, of the kind and in the amounts hereinafter provided in insurance companies authorized to perform such business in the Commonwealth of Pennsylvania covering all operations under the Contract whether performed by the contractor or by his sub-contractors. Within ten (10) days following the award of the contract and before commencing the work, the contractor shall furnish to the Owner CERTIFICATES OF INSURANCE FOR EACH of the kinds of insurance hereinafter specified in the amount specified in form satisfactory to the Owner showing that the contractor has

complied with this section, which policies and certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the Owner.

In case of ambiguity respecting a specific kind of insurance required, the paragraph setting forth the specified kind of insurance under question shall be endorsed upon the policy and certificates of insurance to show full coverage.

Liability and Property Damage Insurance: Unless otherwise specifically required by special specifications, each policy shall have limits of NOT LESS THAN:

1. Comprehensive General Liability: \$1,000,000 per occurrence, \$2,000,000 products completed operation aggregate, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate, \$100,000 damage to premise rented, \$10,000 medical expense. Remove U exclusion. Aggregate limits apply on a per project basis. Policy is to also include a waiver of subrogation clause in favor of the owner of the premise.
2. Auto Liability insurance in the amount of \$1,000,000 combined single limit.
3. Workers Compensation and Employers liability with limits of \$1,000,000/1,000,000/1,000,000.
4. Umbrella liability in the amount of \$1,000,000.

No Lien Contract: The Owner will expect the successful contractor to enter into a “NO LIEN CONTRACT.”

Familiarity with Contract requirements: It is the responsibility of, and it is hereby agreed that the Bidder has prior to signing of the Contract satisfied himself as to the nature and location of the work, the conformation of the grounds, and unusual conditions or situation of the quality and quantity of materials which will be required, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and of all other matters which can in any way affect the work. No oral agreement or conversation with any persons, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of the contract which contains the entire agreement between the parties.

Performance Standards: The conditions below shall be used in determining satisfactory performance. All work shall be executed in accordance with the manufacturer’s instructions and by experienced workmen.

Each bid proposal must be accompanied by an appropriate performance and payment bond.

Clean-up of the work area and removal of all debris will be the responsibility of the successful bidder.

Human Relations Act: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1995 (P.L. 744) (43 P.S. §951, *et seq.*) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is under part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in PA Code 349.101.

Discrimination Prohibited: According to 62 Pa.C.S.A. Article 3701, the contractor agrees that:

1. In hiring of employees for performance of work under this contract, or any subcontract, no such contractor or sub-contractor shall, by reason of race, creed or color, discriminate against a citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
2. No contractor, sub-contractor, nor any person on his behalf, shall in any manor work under this contract on account of race, creed or color.
3. The contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of other terms or conditions of this portion of the contract.

Pennsylvania Prevailing Wage Rates: This regulation and the general Pennsylvania prevailing minimum wages rates (Act 442 of 1961, P.L. 987, as amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification. The contractor certifies, if applicable, that they will meet all requirements of the Prevailing Wage Law.

Non-Collusion Affidavit: Bidder shall submit a fully executed Non-Collusion Affidavit.

Certificate of Substantial Completion: When the contract work is satisfactorily completed, the successful bidder shall complete and submit a Certificate of Substantial Completion.

Bidder has read and understands the instructions to bidders, and accepts the terms and conditions contained in the Bid Documents.

Printed Authorized Name for Successful Bidder

Authorized Signature for Successful Bidder

SPECIFICATIONS/SCOPE OF WORK

The successful bidder shall perform the following work:

1. All bidders are to perform work in compliance with Penn DOT #408.
2. All bidders are to verify measurements of the projects.
3. All Sub-base is to be 10" in depth.
4. All Sub-base is to be compacted to 95% of M.D.D. of A.S.T.M. D. – 1557.
5. All Sub-base is to meet PA Item 4 requirements.
6. Catch Basin is to be a Penn DOT approved traffic rated box w/foot traffic grate approximately 3'x3'x3.
7. At the completion of the project, any areas that require soil and seeding along edge of the work area to maintain a level plane are to be completed.
8. The Owner reserves the right to test for compliance before final payment is made to contractor.
9. Work can start after June 19, 2017. All work is to be completed by August 1, 2017.
10. Successful bidder is to supply the Coudersport Area School District with weekly payroll certification forms.

PROJECT #1 – CURB DRAIN REPLACEMENT

1. Remove existing curb drain/concrete.
2. Location of four (4) new catch basins to be determined with Owner.
3. Tie catch basins into existing 48" storm line separately.
4. 8" SDR 35 pipe or better.
5. Backfilling is to be done to same standards and material as sub-base.
6. Prepare sub-base and install 2½" of binder.
7. Mill all areas of transition from new work to existing to achieve sufficient thickness of new wear coat.
8. Apply tac coat.
9. Apply 1½" of wear coat.
10. Crack fill asphalt work area.

PROJECT#2 – BUS ZONE CONCRETE

1. Remove existing concrete and curb. Area of demo mark with fluorescent orange paint.
2. Install one (1) new catch basin outside new curb per specifications.
3. Tie catch basin into existing 6" storm drain using 6" SDR 35 pipe or better.
4. Install 100' of perforated trench. Drain to be 10" deep minimum. Drain pipe is to be 4" SDR 35 perforated pipe. Tie to existing storm drain. Fill trench with washed gravel of ¾ to 1" size. Cover finished trench with geo tech cloth before concrete.
5. Install concrete expansion joint material where necessary.
6. Drill and pin with ½" rebar every 24" where new concrete and existing concrete slabs meet.
7. Install new concrete with integral curb per attached specification.
8. Tool joint new concrete to existing pattern.

9. Apply a concrete seal coat to all new work.
10. Repair asphalt around new catch basin to same specifications as curb drain.
11. Crack fill asphalt work area.

PROJECT #3 – CONCRETE WALK

1. Remove existing concrete area marked in fluorescent orange.
2. Install concrete expansion joint material where necessary.
3. Drill and pin with ½” rebar every 24” where new concrete and existing concrete slabs meet.
4. Install new concrete per attached specifications.
5. Tool joint new concrete to existing pattern.
6. Apply a concrete seal coat to all new work.

FINAL COMPLETION DATE – August 1, 2017

\$100 PER DAY PENALTY FOR EACH DAY AFTER AUGUST 1, 2017 DEADLINE THAT PROJECT IS NOT COMPLETED TO SATISFACTION PER SPECIFICATIONS.

Contact for bid requirements or questions is Steve Gerner, Maintenance Supervisor, Coudersport Area School District at 814-274-9015.

DETAILS REGARDING BID

Preparation and Submission of Bids:

1. Substitutions for specified items are acceptable only if the substituted items meet specifications outlined in manufacturer's catalog. Bidder shall provide catalog cuts which describe in detail the item to be substituted. The Owner has the right to request a sample be provided of substituted item.

BID FORM AND SUPPLEMENTAL FORMS

- In compliance with the Instruction to Bidders, and other specifications provided, we, the undersigned, do hereby agree to provide all licenses, permits, fees, labor, materials, services, security, tools, and insurances.

Project: CASD Elementary School Concrete & Drain Repair

Site: 802 Vine Street, Coudersport, PA 16915

For: Coudersport Area School District
698 Dwight Street
Coudersport, PA 16915

By: Date _____
Bidder's Company Name _____
Phone _____
Fax _____
E-Mail _____

- Bid Total Bid Amount _____

PROJECT #1 CURB DRAIN REPLACEMENT	PROJECT #2 BUS ZONE CONCRETE (SUPPLY SQ.FT. OF CONCRETE REPLACEMENT W/COST)	PROJECT #3 CONCRETE WALK (SUPPLY SQ.FT. OF CONCRETE REPLACEMENT W/COST)	TOTAL BID FOR ALL

- The Owner reserves the right to accept bids from each project individually, or the Owner can accept a bid for the entire project together. The Owner reserves the right to make that decision. Each bidder must satisfy itself to bid each project individually and also a bid for all projects.
- We, the undersigned, agree that if awarded the contract, to execute an agreement for the above stated work and for the above stated compensation.

We, the undersigned, agree if awarded the Contract, to begin work at the site according to a mutually agreed schedule between Contractor and Owner and to complete all work in a thoroughly good and workmanlike manner and to the satisfaction of the Owner by the completion date specified in the contract.

5. We, the undersigned, acknowledge the Owner will make payment 30 days after receipt of invoice. Invoice will be accepted after project is completed.

6. We, the undersigned, acknowledge receipt and consideration of the following Addenda or Clarifications:

Addendum # N/A / Dated: /
Clarification # / Dated: /

7. We, the undersigned, agree that this proposal as submitted shall remain valid through sixty (60) days following the bid opening.

8. The Bidder has read all bid documents, including the bid instructions, and they have satisfied themselves to understanding and accepting the terms and conditions contained therein.

9. Performance Bond and Payment Bond. The Bidder understands that pursuant to Pennsylvania law, they must provide an adequate payment bond and performance bond. Sample performance and payment bonds are being provided with the Bid Documents. Other forms will be accepted, as may be provided by a surety/bonding company, so long as they meet the requirements of Pennsylvania law.

10. Other conditions affecting this bid: (attached letters or pages as necessary to define conditions or exceptions.)

11. Bidder's Legal Name: _____

Address: _____

Submitted by: _____

(Print Name) _____ Title

(Authorized Signature) _____ Title

Date: _____

12. Submit the following unless marked n/a (not applicable):

- _____ List of previous similar projects completed for school districts or other municipal entities: date, entity, phone, city, contact person (Provide at least five within the last two years.)
- N/A Certificate regarding debarred and suspended parties for federal purchases
- _____ Signed and acknowledged copy of Instructions to Bidders
- _____ Non-Collusion Affidavit
- _____ Payment Bond
- _____ Performance Bond

I have provided the documents and/or information as requested immediately above.

(Authorized Signature)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS; THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership, or Individual)

Hereinafter called Principal AND

(Name of Surety)

Hereinafter called Surety, are held and firmly bound unto _____

(Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition t the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the term of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in () counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____ (S)

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

By: _____
Attorney-In-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS; THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership, or Individual)

Hereinafter called Principal AND

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition t the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the term of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____(S)

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

By: _____
Attorney-In-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

CERTIFICATE OF SUBSTANTIAL COMPLETION

To: _____ (OWNER)

DATE OF SUBSTANTIAL COMPLETION: _____	PROJECT TITLE: _____
PROJECT OR SPECIFIED PART SHALL INCLUDE: _____	PROJECT NO.: _____
_____	LOCATION: _____
_____	OWNER: _____
_____	CONTRACTOR: _____
	CONTRACT FOR: _____
	CONTRACT DATE: _____

The Work performed under this contract has been inspected by authorized representative of the Owner, Contractor, and Engineer-Architect, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by a change order agreed to by the parties, so that the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents.

_____	By _____
Engineer-Architect	Authorized Representative
	Date _____

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

_____	By _____
Contractor	Authorized Representative
	Date _____

The owner accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at _____ (time), on _____ (date). The responsibility for heat, utilities, security, and insurance under the contract documents shall be as set forth under "Remarks" below.

_____	By _____
Owner	Authorized Representative
	Date _____

Remarks: (Attach additional sheet, if necessary.)

AFFIDAVIT OF RELEASE OF LIENS

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____

_____ Work
to furnish labor and materials for _____

under a contract _____

for the improvement of the property described as _____

in the _____ of _____

County of _____, State of _____

of which _____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____.

The undersigned, as the Contractor for the above-named Contract, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who performances of the Contract referenced above.

EXCEPTIONS:

(If none, write "NONE". IF required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens for Subcontractors and material and equipment suppliers.

_____(SEAL)
Contractor (Name of sole ownership, corporation or partnership)

_____(SEAL)
(Signature of Authorized Representative)

TITLE: _____

(Affix corporate seal here)

NON-COLLUSION AFFIDAVIT

Contract Name: _____ Contract No.: _____

State of: _____ County of: _____

I state that I am _____ of _____
(Title) (Name of Firm)

And that I am authorized to make this affidavit on behalf of myself, this entity, this firm, or its owners, directors, and officers. I am the person responsible for the prices and the amount of this bid. I state that:

- (1) The prices and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.
- (2) Neither the prices nor the amount of this bid, and neither the approximate price nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be discussed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- (5) _____ (Name of Person or Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect with bidding on any public contract, except as follows: *I state that I understand and acknowledge that the above representations are material and important and will be relied on by Owner in awarding the contract for which this bid is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Owner of the true facts relating to the submission of bids for this contract.

(Name) (Position)

(Company Name and Address)

Sworn to and subscribed before me this _____ day of _____, 2014.

(Notary Public) My Commission expires _____

*Note: Such a conviction or liability does not prohibit acceptance of your bid or award of a contract but may be a basis for a determination that you are not a responsible bidder. Please list any convictions or liabilities on an attached page to this Affidavit.