



1000 West 8th St.
PO Box 3033
Gillette, WY 82717-3033
(307) 682-5171

**BID FOR:
WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS**

MANDATORY PRE-BID MEETING WALK THRU:

**February 26, 2020 @10:00 A.M.
WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD
220 WRIGHT BOULEVARD, WRIGHT, WY 82732**

BID OPENING:

**March 4, 2020 @10:00 A.M.
CCSD PURCHASING OFFICE
1000 W. 8TH STREET, GILLETTE, WY
(307)687-4587**

Company Name

**FORM OF BID
FOR
CAMPBELL COUNTY SCHOOL DISTRICT
WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS**

Campbell County School District invites sealed bids for **WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS** to be in accordance with the bid documents. Sealed bids will be received by the Purchasing Department, located in the Warehouse Building, 1000 West 8th St., Gillette, Wyoming, until **March 4, 2020 @10:00 AM** and then publicly opened and read aloud.

As a Bidder I have examined the plans, specifications, and related Contract documents, the site of the proposed work and being familiar with all the conditions surrounding the proposed project, including the availability of materials and labors, hereby proposed to furnish all labor, materials, supplies and to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in the performance of the work required under the Contract Documents.

BASE BID PRICE SHALL BE ALL INCLUSIVE INCLUDING MATERIAL, LABOR, & SUBCONTRACTOR'S COSTS.

As a Bidder I will complete the Work for the following Items Bid:

Base Bid: \$ _____

Alternate: \$ _____

PROJECT TIMELINE:

Work to begin on May 4, 2020 and to be completed by May 29, 2020.

RECEIPT OF ADDENDA:

The Bidder has examined copies of all Bidding documents and of the Addenda, (receipt of all which is hereby acknowledged):

_____, _____, _____, _____,

REPRESENTATIVE FOR THE SCHOOL DISTRICT:

Any questions in regard to this bid should be directed to:

Timothy Volk
Supervisor of Buildings and Grounds
109 N. Gurley
Gillette Wyoming 82716
Phone 307-682-2750

WYOMING PREFERENCE:

Are you submitting this bid as a Wyoming Resident Contractor?

____ No

____ Yes, and my Contractor Residency Certification Number is _____, and my bid complies with Wyoming Statute 16-6-103. The project will be awarded based on the Contractor's

BID -----

statement of meeting the requirements of Wyoming Statute 16-6-103. Subsequent information verifying the statute requirements have been met will be required up to and including possible audits. The audit is to confirm that the contractor has not subcontracted more than a total of 30% of the work covered by his contract to non-resident subcontractors and non-resident sub-tier contractors. (Certificate of Residency must be current and on file with the State of Wyoming Department of Employment, Labor Standards Division (307) 777-7261. **Please do not check this box if you have subcontracted 30% or more to out of state firms.**

Apprenticeship Utilization Program (W.S. 16-6-901 - 16-6-902).

“For all public works awarded by the State of Wyoming, the University of Wyoming, a community college or a school district pursuant to W.S. 16-6-101 through 16-6-206 estimated to cost one million dollars (\$1,000,000.00) or more, a contractor who commits to ensure that not less than ten percent (10%) of the labor hours shall be worked by apprentices shall have his bid considered as if his bid were one percent (1%) lower than the actual dollar value of his bid.”

The Apprenticeship Utilization Program allows for a One percent (1%) bid preference on all public works projects costing over \$1,000,000.00.

If contractors elect to invoke the bid preference on this project, additional paperwork will be submitted with the bid package.

For example, if electing the preference, the contractor will submit a Letter of Certification stating the Apprenticeship Program is approved by and registered with the U.S. Department of Labor, Wyoming’s Bureau of Apprenticeship and Training with the bid documents. Bids may then be considered as if they were one percent (1%) lower than the actual face value.

Are you requesting bid preference for having an Apprenticeship Utilization Program in place?

Yes No

If yes, you must attach the appropriate documentation with your bid.

The undersigned, pursuant to the Invitation to Bid, and all other bidding requirements, being familiar with existing conditions, the site and other local conditions affecting the cost and performance of the work, hereby proposes and agrees to perform all work including labor, materials, services, etc. in strict accordance with the Contract Documents.

By signing this document the contractor will comply with all Wyoming Statute requirements.

LIST OF SUBCONTRACTORS

Do not combine categories of work; list separately as requested.

DESCRIPTION OF WORK	SUBCONTRACTOR'S OR SUPPLIER'S COMPANY NAME	Resident	Non Resident
		\$	\$
		\$	\$

BID -----

DESCRIPTION OF WORK	SUBCONTRACTOR'S OR SUPPLIER'S COMPANY NAME	Resident	Non Resident
		\$	\$
		\$	\$
A	TOTALS	\$	\$

NON RESIDENT CALCULATIONS

B	BASE BID AMOUNT	\$
C1	ALTERNATE 1 AMOUNT	\$
C2	ALTERNATE 2 AMOUNT	\$
D	CONTRACT AMOUNT (B - Base Bid + (C1+C 2+C3- All Alternates) =Contract Amount	\$
E	Non Resident Contract Percentage (A – Total Non Resident) / (D – Contract Amount)	%

RIGHT TO AWARD:

Campbell County School District reserves the right to accept or reject any items, any part or all parts, any section or all sections, any bid or all bids as stated in the specifications; to waive any irregularities or informalities, or to re-bid or re-advertise for bids if it is determined to be necessary or desirable; and reserves the right to let the bid in any manner it sees fit. Campbell County District will not be bound to accepting the low bid, but rather the bid they feel will be in the best interest of the School District.

BID BOND:

Each Bid must be accompanied by a Bid Bond payable to Campbell County School District for ten (10) percent of the Base Bid. The Bid Bond pledges that the Bidder will enter into a contract with Campbell County School District on the terms stated in the bid.

PERFORMANCE AND PAYMENT BOND:

The successful Bidder shall provide a 100% percent of the contract Performance and Payment

BID -----

Bond or a Letter of Credit or any other security as approved by Campbell County School District as stated in the Instructions to the Bidder.

EQUAL OPPORTUNITY EMPLOYER:

Campbell County School District is an Equal Opportunity Employer, and all awards will be governed by the Equal Opportunity Clause.

The General and Detailed Specifications attached are considered as an integral part of this proposal and any changes are duly noted and made part of this proposal at the prices, quantity, quality, and specified delivery date.

I hereby agree that this bid is irrevocable for a period of forty-five (45) days after the date set for the opening of bids and prices shall remain firm:

BIDDER INFORMATION:

Signature of Bidder: _____

Typed Name and Title: _____

Name of Company: _____

Company Organization: _____
(Individual, Partnership, Corporation)

Incorporated in the State of _____

Wyoming Resident Contractor: YES NO

How many years has the organization been in business as a contractor? _____

Under what other or former names has your organization operated? _____

Date of organization or incorporation under the present name: _____

Names of other partners or officers: _____

Company Address: _____

(City / State / Zip Code)

Company Telephone Number: (_____) _____ Company Fax Number: (_____) _____

Company / Contact E-mail Address: _____

CAMPBELL COUNTY SCHOOL DISTRICT

WRIGHT Jr. Sr. HIGH SCHOOL FOOTBALL FIELD REPAIRS 2020

Scope of Work

1. This project is for the repair of low areas in the game field and the replacement of irrigation boxes and irrigation head vertical adjustments.

General Specifications

1. **Base Bid to include items 1-7** - Strip and dispose of sod. Laser grade field to within 1/4" – 3/8" in 10 feet
2. Install approximately 58,000 sq. 90/10 fescue sod
3. Adjust and raise Approx. 40 irrigation heads as needed.
4. Remove and install Approx. 8 new Rainbird valve boxes to finished field elevation.
5. Contractor is responsible for obtaining all permits and inspections as required by City and/or State regulations.
6. Contractor will provide labor and materials necessary for a complete and properly working system.
7. Work to start on **May 4, 2020** and to be completed by **May 29, 2020**.
8. **Alternate #1 to include items 3-7**- top dress field with screened topsoil and laser grade field to within 1/4" – 3/8" in 10 feet. Hydro seed approx. 58,000 sq. with "**Tuff Turf Athletic field**" seed and wood fiber mulch.
9. **Unit pricing #1**- screened topsoil per cubic yard.

GENERAL SPECIFICATIONS: Contractor is responsible for any and all permits and or inspections required by the City of Gillette or the State of Wyoming.

Instructions to Bidders

1. BIDDER REPRESENTATION:

Each bidder by making his bid represents that:

- 1.1 He has read and understands the Bidding Documents and the Contract Documents, and his Bid is made in accordance therewith. By submitting a Bid, the Bidder acknowledges that he has read this solicitation, understands it, and agrees to be bound by its terms and conditions.
- 1.2 He has visited and examined the site, has compared it with the plans and specifications, and has familiarized and satisfied himself with the local conditions under which the work is to be performed, and therefore assumes responsibility for estimating properly the difficulties and cost of successfully performing the Work.
- 1.3 His Bid is based upon the materials, systems, and equipment described in the Bidding documents without exceptions.
- 1.4 That he is financially solvent and that he is experienced in and competent to perform the type of work as specified.
- 1.5 That he is familiar with all Federal, State, and Municipal laws, ordinances and regulations, which may in any way affect the work.
- 1.6 That failure of omission of any bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to his Bid Proposal.

2. PREPARATION AND SUBMISSION OF BID PROPOSAL

- 2.1. Bidders are required to use the Bid form enclosed in the Bidding Documents.
- 2.2 The proposal shall not be modified or conditioned in any manner.
- 2.3 All blank spaces must be filled in, in ink or typewritten, and the Bid Proposal must be fully completed and executed when submitted. No alterations in the Bid Proposal or in the printed forms by erasures or deletions will be acceptable unless each alteration is initialed by the Bidder.
- 2.4 All names must be typed or printed below the signature.
- 2.5 The Bid shall contain an acknowledgment of receipt of all Addenda.
- 2.6 All copies of the Bid, the Bid Bond, and any other documents required to be submitted with Bid shall be enclosed in a sealed opaque envelope, marked "Bid".
- 2.7 **The envelope containing the Bid Proposal should bear on the outside the name of the Bidder, Bidder's address, project name, date and time of Bid opening. If a Bid is submitted by mail or express mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following address: The outer envelope shall be marked "Bid Enclosed".**
Campbell County School District
1000 West 8th Street
P.O. Box 3033
Gillette, WY 82717-3033
- 2.8 Each copy shall include the legal name of Bidder, and shall be signed by the person or persons legally authorized to bind the Bidder to the Contract. A Bid by a corporation shall have the corporate seal affixed. A Bid submitted by agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

- 2.9 Bid shall include a list of all proposed subcontractors and suppliers of major items of material and equipment.
- 2.10 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures and in case of discrepancy between the two, the written amount shall govern.
- 2.11 In case of an error in the extension of a price in the Bid, the unit price will govern.
- 2.12 All requested alternates shall be bid.
- 2.13 Bidders shall make no additional stipulation or voluntary alternates on the Bid Form or in separate envelopes, nor qualify his Bid in any other manner.
- 2.14 Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of Bids stated herein or in the Invitation to Bid, or any extension thereof issued to the Bidders.

3. RECEIPT AND OPENING OF BIDS:

- 3.1 Bids will be received by Campbell County School District, Gillette, Wyoming (herein called CCSD or Owner) at the time and place stated in the Advertisement and Invitation for Bids and the publicly opened and read aloud.
- 3.2 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but CCSD may, in its sole discretion, release any Bid and return the Bid security prior to that date.

4. CONSIDERATION AND AWARDING OF BIDS:

4.1 Qualifications of Contractors:

- 4.1.1 Submission of Qualification Statement: If the Owner desires the bidders to whom award of a contract is under consideration shall submit to the Owner, Architect or Engineer, upon his request, a properly executed Contractor's Qualification Statement, AIA Document A305 unless such statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

4.2 Qualifications of Subcontractors:

- 4.2.1 The Bidder may be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractors' respective trades.
- 4.2.2 If the Owner or Architect has objection to any person or organization on such list, and refused in writing to accept such person or organization, The Bidder may, at his option, (a) withdraw his Bid, or (b) submit an acceptable Subcontractor

4.3 Awarding of the Bid

- 4.3.1 Campbell County School District shall have the right to reject any or all Bids, for any reason. Specifically, but without limitation, Campbell County School District shall have the right to reject a Bid not accompanied by Bid security in the proper form and amount, or a Bid not accompanied by data required by the Bidding Documents, or a Bid which is in any way incomplete, irregular, or unresponsive.
- 4.3.2 The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder

shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid, if the evidence submitted by, or the investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

- 4.3.3 In awarding the contract, the Owner reserves the right to consider, in addition to the amount of the Bid, the competency, responsibility, and suitability of the Bidder. Contracts, therefore, will not necessarily be awarded to the low bidder(s). The Owner further reserves the right to accept or reject any bid on any section or all sections of the Specifications; to waive any irregularities or informalities in any bid received; and to award contracts in the best interest of the Owner.

5. MODIFICATION AND WITHDRAWAL OF BID PROPOSAL:

- 5.1 Any Bid Proposal may be withdrawn prior to the scheduled time for the opening of the Bids.
- 5.2 Any Bid Proposal can be modified by telegraphic communication, providing such communication is received by the CCSD prior to the actual time of the Bid opening. The changes to the Bid must be in writing and submitted in a sealed envelope.
- 5.3 A Bid may not be modified, withdrawn or canceled by the Bidder for a period of 45 days following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting the Bid.

6. ADDENDA, INTERPRETATION, OR CORRECTION OF BIDDING DOCUMENTS:

- 6.1 Each Bidder shall examine the bidding Document carefully and no later than three (3) days prior to the date of receipt of Bids shall make a written or verbal request to Campbell County School District for interpretation or correction of ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction by Addendum will be binding. No Bidder shall rely upon interpretation or correction given by any other methods.
- 6.2 Prior to receipt of Bids, any Addenda will be mailed or delivered to each person or firm recorded by the Purchasing Department as having received the Bidding Documents and will be available for inspection at the aforementioned office.
- 6.3 Bidders shall acknowledge receipt of all Addenda which have been issued during the period of Bidding and agree that said Addenda shall become a part of this contract. Bidder shall list the numbers and issuing dates of Addenda received.
- 6.4 No Addenda will be issued later than three days prior to the date for receipt of bids except an Addendum withdrawing the request for Bids or one which includes postponement for the date for receipt of Bids. Addenda are considered issued when posted.
- 6.5 Campbell County School District's representative for this project is stated below, please direct any questions to:

Timothy Volk
Campbell County School District
Phone 307-682-2750

7. BID SECURITY:

- 7.1 Each Bid must be accompanied by a Bid Bond payable to Campbell County School District for ten percent (10%) of the total amount of the Base Bid, (a certified check may be used in lieu of a Bid Bond) pledging that the Bidder will enter into a contract with Campbell County School District on the terms stated in his Bid.
- 7.2 Campbell County School District will have the right to retain the bid security of the Bidders until a) the Contract has been executed and bonds, as required, have been furnished, or b) the specified time has elapsed so the Bids may be withdrawn, or c) all Bids have been rejected.
- 7.3 Should the Bidder refuse to enter into such a Contract or fail to furnish the required bonds, the amount of the bid security shall be forfeited to Campbell County School District as liquidated damages, and not as a penalty.
- 7.4 The Bid Security of other Bidders will be retained for a period of thirty (30) days after the Bid opening.
- 7.5 The Bid Security must clearly make reference to the Bid.

8. CONTRACT SECURITY

- 8.1 If the contract price is in excess of \$7,500, a Performance Payment Bond is required. The Bond shall be in the amount of 100 percent (100%) of the contract price, with a corporate surety approved by Campbell County School District, will be required for the faithful performance of the contract, prior to contract execution.
- 8.2 A "Letter of Credit", acceptable to the Owner, may be submitted in-lieu of the required Performance and Payment bonds. The Letter of Credit shall indicate the credit amount, what is covered and the conditions under which the Owner may require payment. The Letter of Credit shall also reference the statutory requirements of Wyoming State Statutes 16-6.112 and 16-6.113.
- 8.3 Performance and Payment Bond shall be furnished within ten (10) calendar days from the date of the Notice of Award.
- 8.4 If, at any time, Campbell County School District shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason, each Bond shall cease to be adequate security to Campbell County School District, the Contractor shall within five (5) days after notice from Campbell County School District, substitute an acceptable Bond.

9. POWER OF ATTORNEY:

- 9.1 Attorneys-in-fact who executed the bond on behalf of the surety shall affix a certified and current copy of his Power of Attorney.

10. CONTRACT DOCUMENTS:

- 10.1 The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, Special Conditions, General Conditions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, and Project Drawings.

11. NOTICE OF AWARD AND FAILURE TO ENTER CONTRACT:

- 11.1 A Notice of Award will be issued to the successful contractor.

BID -----

- 11.2 The party to whom the contract is to be awarded will be required to execute the Contract Agreement in triplicate, obtain Certificates of Insurance and a Performance and Payment Bond, as contract security, within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder.
 - 11.3 In case of failure of the Bidder to execute the Contract of Agreement and provide satisfactory Insurance and Contract Security, CCSD may at their option consider the Bidder in default, in which the Bid Bond accompanying the Proposal shall become property of the CCSD.
 - 11.4 If the Bidder to whom the Contract shall have been awarded fails, refuses or neglects to return the Contract, bonds and insurance certificate, Campbell County School District reserves the right to retain the Bid Bond as liquidated damages or take such action as it deems appropriate including legal action for damages or specific performance.
12. NOTICE TO PROCEED:
- 12.1 CCSD will issue a Notice to Proceed when all paperwork is completed and approved. The Contractor shall not begin work until the Notice to Proceed is issued.
13. QUALIFICATIONS OF BIDDERS:
- 13.1 CCSD may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to CCSD all such information and data for this purpose as CCSD may request.
 - 13.2 CCSD reserves the right to accept or reject any Bid or all Bids; and reserves the right to let the Bid in any manner it sees fit. CCSD will not be bound to accepting the low Bid, but rather the Bid they feel will be in their best interest.
14. PREFERENCE FOR STATE LABOR AND MATERIALS
- 14.1 According to Wyoming Statutes, five percent (5%) preference will be given to responsible Wyoming Contractors. The contract shall be let to the responsible resident making the lowest Bid if such resident is not more than five percent (5%) higher than that of the lowest responsible non-resident Bidder.
 - 14.2 All contractors wishing to be eligible for the preference on this project must submit with their Bid or have on file with Campbell County School District their "Residency Certification".
 - 14.3 A successful resident Bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to non-resident contractors.
15. SUBSTITUTIONS:
- 15.1 The materials, products, and equipment described in the Bidding Documents establish a standard or required function, dimension, appearance, and quality which must be met by any proposed substitution.
 - 15.2 No substitution will be considered unless written request for approval has been submitted by the Bidder to Campbell County School District no later than three (3) days prior to the date of receipt of Bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute is the responsibility of the proposer. Campbell County School District's decision of

approval or disapproval of a proposed substitution shall be final.

15.3 If Campbell County School District approves any proposed substitution, such approval will be set forth in Addendum. Bidder shall not rely upon approvals made in any other manner.

16. INSURANCE:

16.1 The successful Bidder will be required to purchase at his own expense and maintain during the life of the contract, Comprehensive General Liability, Comprehensive Automobile and Worker’s Compensation with limits of not less than those set forth below.

16.2 The Bidder shall deliver the required Certificate of Insurance prior to the date of execution of the Contract.

16.3 Contractor shall procure and maintain at his cost and expense, during the entire period of the contract (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the State of Wyoming.

General Liability - Commercial	
Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability (Hired & Non-Owned Auto)	
Combined Single Limits (CSL)	\$1,000,000
Workmen’s Compensation	As required by law

16.4 The policy shall name Campbell County School District as a named insured and shall contain a provision that the policy may not be canceled, terminated, or modified without a 30 day written notice.

16.5 The Contractor shall not commence work on the site until he has obtained all insurance required under the contract nor shall he allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

16.6 The providing of any insurance required herein does not relieve the Bidder of any of the responsibilities or obligations assumed by the Bidder in the Contract awarded, or for which the Bidder may be liable by law or otherwise.

17. RETAINAGE:

17.1 Ten percent (10%) of the total invoice will be held for retainage.

17.2 As according to Wyoming State Statutes, the required retainage on contracts of more than \$25,000 may be placed in an interest bearing deposit for the contractor. The retainage will be assigned to the Owner until final acceptance.

GENERAL CONDITIONS

GENERAL CONDITIONS

SECTION 1 - EXECUTION OF AGREEMENT

The agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten (10) days of the Notice of Award.

1.1 Execution of the Contract:

1.1.1 By executing the Contract, the CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

1.2 Delivery of Bonds

1.2.1 When he delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such bonds as he may be required to furnish.

1.3 Commencement of Contract Time; Notice to Proceed

1.3.1 A "Notice to Proceed" will be issued to the CONTRACTOR after all required documents are completed and approved by Campbell County School District

1.4 Starting the Project

1.4.1 CONTRACTOR shall start to perform his obligation under the Contract Document on the date when the Contract time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

1.5 Before Starting Construction

1.5.1 Before starting the Work at the site, CONTRACTOR shall furnish OWNER (Finance Department) of insurance, bonds, and insurance as required.

SECTION 2 - OWNER'S REPRESENTATIVE

2.1 Administration of Contract:

2.1.1 The Owner's Representative as stated in the Instruction to Bidder will administrate the contract.

2.1.2 The Owner's Representative will advise and consult with the Owner. The Owner's instruction to the Contractor shall be coordinated with the Owner's Representative.

2.1.3 The Application for Payments or invoices shall be submitted to the Owner's Representative and based on the Representative, observation and evaluation the Representative will determine the amounts owing the Contractor.

2.1.4 The Owner's Representative will have the authority, through the Owner, to reject

Work which does not conform to the Contract Documents.

- 2.1.5 The Owner's Representative will prepare Change Orders for Owners review and approval.
- 2.1.6 The Owner's Representatives will conduct inspections to determine final completion.

SECTION 3 - BONDS AND INSURANCE

3.1 Performance, Payment, and Other Bonds

- 3.1.1 Each Bid must be accompanied by a Bid Bond payable to Campbell County School District for ten percent (10%) of the total amount of the bid, (a certified check may be used in lieu of a Bid Bond) pledging that the Bidder will enter into a contract with Campbell County School District.
- 3.1.2 CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts equal to the Contract Price in such form and with such sureties as are licensed to conduct business in the State of Wyoming.
- 3.1.3 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Wyoming, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

3.2 Contractor's Liability Insurance

- 3.2.1 CONTRACTOR shall purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible, including loss of use resulting there from -- any or all of which may arise out of or result from CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage and be written for not less than any limits of liability and maximum deductibles specified in the bid documents or required by law, whichever is greater, shall include contractual liability insurance and shall include OWNER as additional insurance parties. Before starting the Work, CONTRACTOR shall file with OWNER certificates of such insurance, acceptable to OWNER; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to OWNER.
- 3.2.2 Call attention to the Instruction to Bidder under Insurance for specific coverage and amounts.
- 3.2.3 Unemployment and Workman's Compensation Insurance proof that the Contractor and all subcontractors are still registered with the Employment Security Commission and the Workers Compensation Division at the time of completion of construction shall be submitted prior to the Acceptance of the Project.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES

4.1 Supervision and Superintendence

- 4.1.1 CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 4.1.2 CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 4.1.3 CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, and subcontractors and their agents and employees and other persons performing any of the work under a contract with the CONTRACTOR
- 4.1.4 CONTRACTOR shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the OWNER and OWNER'S REPRESENTATIVE. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.
- 4.1.5 CONTRACTOR shall be responsible for security and protection provisions throughout the contract period. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, enclosure/lockup, environmental protection, weather protection and similar provisions intended to minimize property losses, personal injuries and damages or loss to OWNER'S property at project site. CONTRACTOR will provide security/protection services and systems in coordination with activities and in a manner to achieve 24-hour, 7-day-per-week effectiveness.

4.2 Labor, Materials, and Equipment

- 4.2.1 CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.
- 4.2.2 CONTRACTOR shall furnish and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuels, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.
- 4.2.3 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 4.2.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.
- 4.2.5 The Owner has prepared the Bidding Documents with every effort to avoid any material which contains asbestos.

The Contractor and every Subcontractor shall be responsible for verification that all materials supplied under the work of this project shall be asbestos-free. If the Contractor or Subcontractor discovers that any specified product contains asbestos, he shall notify the Owner under the conditions of the paragraphs entitled "Addenda, Interpretation, or Correction of Bid Documents" found in the Instructions to Bidders.

Asbestos-free certifications, signed by the appropriate Subcontractor and the Contractor are required for the following specification sections as they apply to

this project.

- Insulations
- Adhesives
- Sealants
- Gypsum Board Products (including drywall mud)
- Acoustical Panels
- Resilient Base & Accessories
- Carpeting
- Impact Resistant Wall Protection
- Paints/Coatings

Certifications may be required for other sections upon the Owner's request.

4.3 Substitute Materials or Equipment

- 4.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard or required function, dimension, appearance, and quality which must be met by a proposed substitution.
- 4.3.2 No substitution will be considered unless written request for approval has been submitted by the Bidder to Owner or Owner's representative. Each request shall include the name of the material or equipment for which it is to be substitute and a complete description of the proposed substitute including drawings, cut, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Owner decision of approval or disapproval of a proposed substitution shall be final.

4.4 Concerning Subcontractors

- 4.4.1 CONTRACTOR shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection.
- 4.4.2 CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, an appropriate Change Order shall be issued.
- 4.4.3 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any monies due any subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.
- 4.4.4 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Document for the benefit of OWNER.

4.5 Patent Fees and Royalties

4.5.1 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent right or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed to the OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

4.6 Permits

4.6.1 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid.

4.7 Laws and Regulations

4.7.1 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give OWNER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to contrary to such laws, ordinances, rules and regulations, and without such notice to OWNER, he shall bear all costs arising.

4.8 Taxes

4.8.1 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

4.9 Use of Premises

4.9.1 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

4.9.2 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

4.9.3 CONTRACTOR shall follow all OWNER policies and procedures.

4.10 Record Drawings

4.10.1 CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Three (3) copies in paper and one (1) digital format shall be delivered to OWNER upon completion of the Project.

4.11 Safety and Protection

- 4.11.1 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall follow all OWNER safety policies and procedures, including the **CONFINED SPACE ENTRY PROGRAM** and the **LOCKOUT/TAGOUT PROGRAM**. If any **HOT WORK** is to be performed, Contractor must follow all current **NFPA (51B) safety regulations on fire prevention during welding, cutting, and other hot work. Contractor will submit a CCSD approved Hot Work Permit prior to beginning work.** He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- a) all employees on the work and other persons who may be affected thereby,
 - b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 4.11.2 CONTRACTOR shall comply with all applicable laws, ordinances, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in paragraphs b) or c) above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or OWNER'S REPRESENTATIVE or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 4.11.3 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.
- 4.11.4 CONTRACTOR shall be responsible for having an employee or employees on the work site to translate and communicate safety requirements and signage to non English speaking employees of the CONTRACTOR.

4.12 Shop Drawings and Samples

- 4.12.1 After checking and verifying all field measurements, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE for approval, in accordance with the accepted schedule of Shop Drawing submissions of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as OWNER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable OWNER to review information as required.
- 4.12.2 At the time of each submission, CONTRACTOR shall in writing call OWNER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

4.13 Cleaning

4.13.1 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by Contract Documents.

4.14 Indemnification

4.14.1 CONTRACTOR shall indemnify and hold harmless OWNER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of used resulting there from and (b) caused in whole or part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly 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 a party indemnified hereunder.

4.14.2 In any and all claims against OWNER or OWNER'S REPRESENTATIVE or any of their agents or employees by any employee or CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section, paragraph one above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.14.3 The obligations of CONTRACTOR under this section, paragraph one above, shall not extend to the liability of OWNER, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by OWNER, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

SECTION 5 - REJECTING DEFECTIVE WORK

5.1 Rejecting Defective Work

5.1.1 OWNER will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test approval.

SECTION 6 - CHANGES IN THE WORK

6.1 Changes in the Work

6.1.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes and increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

6.1.2 Additional work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension in Contract

Time.

- 6.1.3 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

SECTION 7 - CHANGE OF CONTRACT PRICE

7.1 Change of Contract Price

- 7.1.1 The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 7.1.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER'S REPRESENTATIVE. All claims for adjustments must be approved by the OWNER.

SECTION 8 - CHANGE OF THE CONTRACT TIME

8.1 Change of the Contract Time

- 8.1.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER'S REPRESENTATIVE.

SECTION 9 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

9.1 Warranty and Guarantee

- 9.1.1 CONTRACTOR warrants and guarantees to OWNER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted.

9.2 Tests and Inspections

- 9.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish OWNER'S REPRESENTATIVE the required certificates of inspection, testing, or approval.
- 9.2.2 CONTRACTOR shall give OWNER timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of OWNER, it must, if requested by OWNER, be uncovered for observation, and such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has give OWNER timely notice of his intention to cover such work and OWNER has not acted with reasonable promptness in response to such notice.

9.2.3 Neither observations by OWNER nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

9.3 Uncovering Work

9.3.1 If any Work is covered contrary to the written request of OWNER, it must, if requested by OWNER, be uncovered for his observation and replaced at CONTRACTOR'S expense.

9.3.2 If any work has been covered which OWNER has not specifically requested to observe prior to its being covered, or if OWNER considers it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR, at OWNER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore.

9.4 Owner May Stop the Work

9.4.1 If the work is defective, or CONTRACTOR persistently fails to carry out the Work in accordance with the Contract Documents, or fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to subcontractors for labor, materials, or equipment, OWNER may order CONTRACTOR to stop the work, or any portion of thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the work shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

9.5 Correction or Removal of Defective Work

9.5.1 If required by OWNER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER either corrects any defective work, whether or not fabricated, installed or competed, or, if the work has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from OWNER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expense of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

9.6 One (1) Year Correction Period

9.6.1 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall

promptly, without cost to OWNER and in accordance with the OWNER'S written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instruction, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

9.7 Acceptance of Defective Work

9.7.1 If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval of final payment) prefers to accept it, he may do so. In such case, acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

9.8 Neglected Work By Contractor

9.8.1 If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days' written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if OWNER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

SECTION 10 - PAYMENTS AND COMPLETION

10.1 Payment

10.1.1 Invoices for payment can be submitted once a month for payment for work completed as of the date of the invoice to the Owner's Representative, state herein.

10.2 Contractor's Warranty of Title

10.2.1 CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment or invoice, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in the General Conditions referred to as "Liens").

10.3 Approval of Payments

10.3.1 OWNER will, within ten (10) days after receipt of each invoice either indicate in writing his approval of payment or return the invoice to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the invoice.

10.3.2 OWNER may refuse to approve the whole or any part of any payment if, in his opinion:

- a) the work is defective, or completed work has been damaged requiring correction or replacement,

- b) claims or liens have been filed or there is reasonable cause to believe such may be filed,
- c) the Contract Price has been reduced because of Modifications,
- d) CONTRACTOR has been required to correct defective work or complete the work, or
- e) unsatisfactory prosecution of the work, including failure to furnish acceptable submittal or to clean up.

10.4 Final Inspection

10.4.1 Upon written notice from CONTRACTOR that the Project is complete, OWNER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

10.5 Final Application for Payment

10.5.1 After CONTRACTOR has completed all such corrections to the satisfaction of OWNER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents -- all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as OWNER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished there under. In Lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that releases and receipts include all labor, services, material and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any subcontractor material man, fabricator or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER in indemnify him against any Lien.

10.6 Waiver of Claims

10.6.1 The making and acceptance of final payment shall constitute:

- a) a waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled Liens, from defective work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
- b) a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.
- c) the OWNER has advertised in the local newspaper three (3) times over a period of forty-one (41) days that Final Payment is being requested by the CONTRACTOR for said project.

SECTION 11 - SUSPENSION OF WORK AND TERMINATION

11.1 Owner May Terminate

11.1.1 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general

assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of OWNER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR and take possession of Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by OWNER and incorporated in a Change Order.

- 11.1.2 Where CONTRACTOR'S services have been so terminated by OWNER, said terminations shall not affect any right of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.
- 11.1.3 Upon seven (7) days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained.

Contract Documents

Notice of Award

To: Company
P.O. Box
City, State ZIP

Campbell County School District Board of Trustees, at its regular meeting on _____, 2020, awarded the bid for the **WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS**, to you, _____, in the amount of \$____.____._____.

Please forward the required Contractor's Performance and Payment Bond, Form of Agreement and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award to: Campbell County School District, Attn: Sandi Kinnear, Finance Department, P.O. Box 3033, Gillette, WY 82717-3033.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) days from the date of this Notice, said CAMPBELL COUNTY SCHOOL DISTRICT will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND or CASHIERS CHECK. CAMPBELL COUNTY SCHOOL DISTRICT will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to CAMPBELL COUNTY SCHOOL DISTRICT.

Dated this ____ day of _____, 2020.

CAMPBELL COUNTY SCHOOL DISTRICT

By: _____

Title: _____

Acceptance of Notice

Receipt of the above notice of award is hereby acknowledged.

By: _____, this _____ day of _____, 2020.
(Contractor)

By: _____

Title: _____

FORM OF AGREEMENT

THIS AGREEMENT is made and effective as of the ___ day of _____, 2020 between **CAMPBELL COUNTY SCHOOL DISTRICT** ("Owner") and _____ ("Contractor") for contract work described generally as the **WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS Project** and described in detail as stated below.

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

- 1.1 **CONTRACTOR** shall complete all work as specified or indicated in the Contract Documents. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** as described in the bid documents.
- 1.2 In connection with the work to be performed, **CONTRACTOR**, at his expense, shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes, and regulations applicable to the performance of the work hereunder.

ARTICLE 2. CONTRACT TIME

- 2.1 **CONTRACTOR** agrees to begin work on or after Upon Notice to Proceed and complete the contract on or before May 29, 2020, time being of the essence.

ARTICLE 3. CONTRACT PRICE

- 3.1 For full and complete performance, **OWNER** agrees to pay **CONTRACTOR** the sum of \$ _____ payable in accordance with the terms hereof and to the satisfaction of the **OWNER**.

ARTICLE 4. PAYMENT PROCEDURES

- 4.1 **CONTRACTOR** shall submit Draw Requests to Campbell County School District, Attn: Sandi Kinnear, P.O. Box 3033, Gillette, Wyoming, 82717-3033.
- 4.2 **PROGRESS PAYMENTS.** **OWNER** can make progress payments on account of the Contract Price. All progress payments will be on the basis of the progress of the work as approved by the **OWNER'S** Consultant and **OWNER'S** representative.
- 4.3 **RETAINAGE.** **OWNER** shall have the right to withhold from each payment of the contract price a sum ("retainage") equal to ten (10) percent of the invoice.
- 4.4 **FINAL PAYMENT.** Upon final completion and acceptance of the work by the **OWNER** a final payment to contractor notice will be advertised in The News-Record for a period of forty (40) days. Final payment will be processed after such period.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

- 5.1 **CONTRACTOR** 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.

5.2 CONTRACTOR agrees to perform all the Work described in the Contract Documents.

5.3 CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Work as described in the Contract Documents.

ARTICLE 6. CHANGES IN WORK

6.1 The OWNER may order changes in the work, the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing and subject to the terms and conditions of this Contract. Claims by the CONTRACTOR for extra cost must be made in writing to the OWNER'S representative and approved by OWNER before executing the work involved.

ARTICLE 7. CONTRACT DOCUMENTS

7.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following.

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions
4. Technical Specifications
5. Addenda, and Bid Form
6. Form of Agreement
7. Notice of Award
8. Performance and Payment Bond
9. Certificate of Insurance
10. Wyoming Unemployment Certificate of Good Standing
11. Wyoming Workers Compensation Certificate of Good Standing
12. Change Orders
13. Blueprints
14. Notice to Proceed
15. Form of Bid

ARTICLE 8. CLEANING

8.1 CONTRACTOR shall, at his own expenses, at all times keep the premises free from accumulation of debris, waste materials, and rubbish, and at the completion of the work, he shall remove his tools and equipment and all surplus materials, debris, waste material, and rubbish and shall leave the premises in a neat and clean condition. If CONTRACTOR does not attend to such cleaning immediately upon request, OWNER shall have the right to have this work done by others and deduct the cost therefore from the payment due CONTRACTOR hereunder.

ARTICLE 9. CONTRACTOR'S FAILURE TO PROSECUTE WORK.

9.1 Should CONTRACTOR neglect to prosecute the work properly, or fail to perform any provision of the Contract, the OWNER after seven days written notice to the CONTRACTOR, may, without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR or, at its option, may terminate the Contract. If the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be to CONTRACTOR, but if such expense exceeds such unpaid balance, CONTRACTOR shall pay the difference to the OWNER.

ARTICLE 10. DEFECTIVE WORK

- 10.1 No payment, in whole or in part, shall be deemed a waiver of any defect in materials or workmanship, and the OWNER reserves the right to withhold payment pending inspection of the work performed by CONTRACTOR. Notwithstanding payment by OWNER of the sums due hereunder or failure of the OWNER to discover or reject defective material and workmanship, the CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract. The provisions of this article apply to work done by subcontractors as well as work done by direct employees of the CONTRACTOR.

ARTICLE 11. INDEPENDENT CONTRACTOR

- 11.1 CONTRACTOR shall at all times be an INDEPENDENT CONTRACTOR in performing the work under this Contract including any additions thereon and shall furnish all supervision and direction required to complete the work.
- 11.2 The CONTRACTOR is responsible for all state and federal taxes on payments earned under the agreement and on the earnings paid to any workers hired by the CONTRACTOR.

ARTICLE 12. ASSIGNMENT AND SUBCONTRACTS

- 12.1 The CONTRACTOR shall not assign his interest in this contract nor sublet nor subcontract any portion of the work. The CONTRACTOR agrees to bind every subcontractor approved by the OWNER to all of the terms and conditions of this agreement. The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractor, as CONTRACTOR is for the acts and omissions of himself and of persons directly employed by him.

ARTICLE 13. INDEMNIFICATION

- 13.1 CONTRACTOR agrees to indemnify and save harmless OWNER, and any of its affiliated companies from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and/or expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from the performance of work hereunder by CONTRACTOR or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

ARTICLE 14. WAIVER OF CLAIMS, LIENS, ETC.

- 14.1 CONTRACTOR, individually and on behalf of his subcontractors, materialmen and workers hereby waives and agrees to indemnify and save harmless the OWNER from all attachments, claims, and liens against OWNER and OWNER's property by reason of labor or materials or both, furnished under this CONTRACT.

ARTICLE 15. MISCELLANEOUS

- 15.1 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 15.2 OWNER and CONTRACTOR acknowledge that this Agreement is subject to the "Preference for State Laborers" as provided in Wyoming Statute per Wyoming Statute § 16-6-203 et.seq. Said Statute requires, in part, that "Wyoming labor be used except other laborers may be used when Wyoming laborers are not available

BID -----

for the employment from within the state or are not qualified to perform the work involved.” CONTRACTOR, by signing this Agreement, specifically acknowledges the requirements of Wyoming Statute § 16-6-203 and pursuant to said statute, CONTRACTOR agrees that it shall use Wyoming laborers as required.

ARTICLE 16. LIQUIDATED DAMAGES

16.1 The OWNER and CONTRACTOR recognize that time is of the essence in this AGREEMENT. OWNER and CONTRACTOR agree that, as liquidated damages for delay, the CONTRACTOR shall pay the OWNER three hundred (\$300) for each day that expires after the time specified for final completion.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this **AGREEMENT** in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This **AGREEMENT** will be effective on _____, 2020.

CONTRACTOR _____

By _____

Title _____

Attest _____

OWNER Campbell County School District No. 1

By _____

Title District Representative

Attest _____

NOTICE TO PROCEED

TO:

FROM: Campbell County School District

PROJECT: **WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS**

DATE:

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2020 and you are to complete WORK by May 29, 2020.

CAMPBELL COUNTY SCHOOL DISTRICT

Timothy Volk,
Supervisor of Buildings & Grounds

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____, this ___ day of _____, 2020,

by _____, title _____ .

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

PROJECT: **WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS**

TO:
(Owner)

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between Campbell County School District and _____ (Contractor), as indicated above the _____ Surety Company on the bond of _____ (Contractor), _____ (Address), _____ (City, State, Zip), CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Campbell County School District, OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, _____, the Surety Company has hereunto set its hand this _____ day of _____, 2020.

Surety Company

Signature of Authorized Representative

Attest

Title

(Seal)

CONTRACTOR'S AFFIDAVIT

STATE: WYOMING

CITY: GILLETTE

COUNTY: CAMPBELL

DATE:

PROJECT TITLE: **WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS**

**This statement is submitted by _____
(Contractor) to satisfy Wyoming Statute § 16-6-1001.**

I, _____, the authorized representative of the Contractor, hereby certify that all claims for materials and labor performed under the contract for the above-referenced project have been paid through Progress Payment No. _____, less any contracted amounts held for retainage.

If any claim for material and labor is disputed this sworn statement shall so state, and the amount claimed to be due shall be deducted from the progress payment due the Contractor and retained by the State of Wyoming until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the agent or agency to persons found entitled thereto.

Claims for material and labor being disputed are stated as follows (list laborer name and amount due below):

Signature

Title

Date

STATE OF WYOMING)
)
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me by _____ who is the _____ of _____ this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

WARRANTY

_____, here-in-after the CONTRACTOR, does expressly affirm, promise and guarantee the Work **WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS**, as described in the Bid Documents, including materials, equipment and workmanship for a period of one year from the date the Work was accepted by the Certificate of Final Completion.

CONTRACTOR further agrees in the event that any or all of the Work fails to conform to the Bid Documents or require any maintenance, rebuilding, construction or reconstruction to keep the Work in conformity with the bid Documents or to bring the Work up to the Bid Document Specifications the CONTRACTOR will be responsible for all necessary costs whatsoever.

Campbell County School District shall give written notice to the CONTRACTOR state the cause or kind of non-conformity.

Dated this _____ day of _____, 2020.

CONTRACTOR

BY _____

STATE OF WYOMING
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

---SEAL---

CERTIFICATE OF FINAL COMPLETION

PROJECT: WRIGHT JR. SR. HIGH SCHOOL FOOTBALL FIELD REPAIRS

CONTRACTOR:

CONTRACT DATE:

This Certificate of Final Completion applies to all Work under the Contract Documents, or to the following specified parts thereof:

To: Campbell County School District

And to (Contractor):

The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER and the CONTRACTOR, and that Work is hereby declared to be complete in accordance with the Contract Documents on _____, 2020.

The project has been advertised according to Wyoming Statutes 16-6-116, and the Affidavit on Behalf of the Contractor document is attached to and made a part of this Certificate.

Executed by Owner or Architect on _____, 2020.

(Owner or Owner's Representative)

CONTRACTOR accepts this Certificate of Final Completion on _____, 2020.

CONTRACTOR

By _____

OWNER accepts this Certificate of Final Completion on _____, 2020.

CAMPBELL COUNTY SCHOOL DISTRICT

By _____