



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

BID FOR:

DISTRICT WIDE BACKFLOW TESTING

**BID OPENING:
JUNE 2, 2020 @ 9:00 AM
CCSD CENTRAL WAREHOUSE
1000 W. 8TH STREET, GILLETTE, WY
(307)682-5171
FAX: (307)682-2997**

Company Name

**FORM OF BID
FOR
DISTRICT WIDE BACKFLOW TESTING**

Campbell County School District invites sealed bids for **DISTRICT WIDE BACKFLOW TESTING** 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 **JUNE 2, 2020 @ 9:00 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.

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

Base Bid: \$ _____

Alternate: \$ _____

PROJECT TIMELINE:

Services will have the contract period run from JULY 1, 2020 to JUNE 30, 2023, with the option to renew the contract, from July 1 through June 30, for three (3) additional years at the end of the contract period. Work must be completed by August 14 of each contract year.

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:

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

WYOMING PREFERENCE:

As per Wyoming State Statute and Campbell County School District Board Policy, a 5% preference will be granted to local (in state) bidders.

BID -----

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 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:

Company Name

Signature of Bidder

Address

Typed Name

City State Zip

Position

Mailing Address (if different from above)

Phone Number

City State Zip

Fax Number

BID -----

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.

Campbell County School District reserves the right to rebid or renegotiate with the successful bidder at the end of each annual period, not to exceed three from the date of this contract.

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 written or verbal request to the Facilities Coordinator 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 Count School District's representative for this project is stated below, please direct any questions to:

Tim 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.
- 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 Statues, 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 twenty percent (20%) 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.

BID -----

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 purchased 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.

**CAMPBELL COUNTY SCHOOL DISTRICT
DISTRICT WIDE BACKFLOW TESTING**

SPECIFICATIONS

SCOPE OF WORK

Campbell County School District is requesting bids for backflow testing at the attached list of CCSD locations using City of Gillette guidelines.

GENERAL SPECIFICATIONS

Test and certify backflow preventers as listed. Includes disassembly, cleaning, and replacement of parts 3/4" through 6" (parts provided by CCSD).

Assemblies will be serviced with CCSD assistance if needed.

All certified tests and repairs shall be documented on forms that must be obtained from the City of Gillette Water Division.

A copy of the certified test and repair documentation must be provided to the City of Gillette Water Division and the CCSD Maintenance Department within ten (10) days of the completion of said test and repairs.

Repairs must be approved by CCSD Maintenance prior to beginning work.

AC	Building	Watts	957	3"	QH1406
AC	Irrigation	Watts	957RP		RE2962
BRR	Building	Wilkins	350	3"	J38568
BRR	Irrigation	Wilkins	375	3"	L68075
CCHS	Building	Watts	757	3"	RK-1814
CCHS	G Building	Febco	825Y	2"	H006872
CCHS	Irrigation	Watts	957	4"	RJ-0346
CCHS	Stadium Bathroom	Wilkins	375A	2-1/2"	X34045
CCHS	Stadium Concession Stand	Febco	850U	2"	H00723
CN	Building	Watts	757 DC	4"	FJ-0635
CN	Irrigation/Building	Watts	957 RP	3"	FD-0606
CN	Irrigation/Field	Watts	957 RP	3"	FD-0396
ESC	Building	Febco	850U	2"	H00413
HC	Building	Watts	757	3"	JK-0445

BID -----

HC	Irrigation	Wilkins	375	3"	51856
KC	Building	Febco	850U	2"	H00424
KC	Irrigation	Watts	957	4"	OK-1618
LLC	Building	Febco	825YA	2"	J005137
LLC	Irrigation	Febco	825YA	2"	J005150
LV	Building	Wilkins	375	3"	L84015
LV	Irrigation	Wilkins	375	4"	L84083
MAINT	Building	Febco	825YA	2"	H006908
ML	Building	Watts	LF007M1QT	2"	031109
ML	Irrigation	Watts	LF009M2QT	2"	035262
PB	Building	Watts	757	3"	KK-1199
PR	Building	Watts	957	3"	IG-1911
PR	Irrigation	Watts	957	4"	IF-1294
PW	Building	Watts	757	3"	KJ-1831
PW	Irrigation	Watts	957	3"	IL-1499
RZ	Building	Watts	757	3"	JI-0449
RZ	Irrigation	Febco	825Y	2"	A271593
SF	Building	Watts	757	3"	
SF	Irrigation	Febco	825YA	2"	H006944
SF	Irrigation Field	Watts	957	3"	EL-0101
ST	Building	Watts	757	3"	PI-1264
ST	Irrigation	Watts	LF009M2QT	2"	048063
SVJH	Building	Watts	957	4"	EF-0719
SVJH	Irrigation	Watts	957	4"	HG-3236
TBHS	Building	Watts	757	4"	
TBHS	Irrigation	Watts	957	4"	KF-1995
TBHS	Stadium Complex	Watts	350	6"	J55716
TBHS	Irrigation/Soccer Fields	Watts	957		
TR	Building	Watts	909	2"	412708
TSJH	Building	Watts	957	3"	ED-0241
TSJH	Irrigation Field	Watts	757	4"	NK-0440
TSJH	Irrigation/North	Febco	825YA	2"	J021045
TSJH	Irrigation/West	Febco	825YA	2"	J021049
Warehouse	Building	Febco	825YA	3/4"	H005145
WE	Building	Watts	757	2-1/2"	NL-0312
WE	Irrigation	Watts	LF009M2QT	2"	13204
WW	Building	Febco	825YA	2"	H006949
WW	Irrigation	Febco	825YA	2"	H006948

BID -----

GENERAL CONDITIONS

GENERAL CONDITIONS

SECTION 1 - EXECUTION OF AGREEMENT

The service 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 Service Agreement

1.5.1 Before providing service under the Contract Document, 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's 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.

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 (Item # 16) 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

4.2 Labor, Materials, and Equipment

- 4.2.1 CONTRACTOR shall provide competent, suitably qualified personnel to perform service as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

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 Permits

- 4.5.1 CONTRACTOR shall obtain any 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.

4.6 Taxes

4.6.1 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.

4.7 Use of Premises

4.7.1 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.

4.7.2 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.

4.7.3 CONTRACTOR shall follow all OWNER policies and procedures.

4.8 Safety and Protection

4.8.1 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. 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 site and other persons who may be affected thereby,
- b) 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 service.

4.8.2 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 paragraph 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 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.

4.9 Cleaning

4.9.1 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work.

4.10 Indemnification

4.10.1 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.

- 4.10.2 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.
- 4.10.3 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 Owner 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 written request submitted to Owner and must be approved by 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 written request approved by OWNER.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 Payment

9.1.1 Itemized invoices for all work completed from "Notice to Proceed" through June 30, 2021 shall be submitted to CCSD.

9.2 Approval of Payments

9.2.1 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.

9.2.2 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.

SECTION 10 - SUSPENSION OF WORK AND TERMINATION

10.1 Owner May Terminate

10.1.1 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. 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.

- 10.1.2 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 payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.
- 10.1.3 Upon seven (7) days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained.

BID -----

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 **June 9, 2020** awarded the bid for the **DISTRICT WIDE BACKFLOW TESTING** 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 ____th 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 ___th day of _____, 2020 between Campbell County School District ("Owner") and _____ ("Contractor") for the contract work described generally as **backflow testing** 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 completion of the WORK as described in 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 work hereunder.

ARTICLE 2. CONTRACT TIME

- 2.1 CONTRACTOR agrees to begin work July 1, 2020 and complete the contract on or before June 30th, 2023, with the option to renew the contract, from July 1 through June 30, for three (3) additional years at the end of the contract period. Work must be completed by August 14 of each contract year.

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 invoices to Sandi Kinnear, PO 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 Tim Volk, OWNER'S representative.

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 (if applicable)
 5. Addenda and Bid Form
 6. Form of Agreement
 7. Notice of Award
 8. Bid, Performance and Payment Bond
 9. Notice to Proceed
 10. Form of Bid

ARTICLE 8. CLEANING

- 8.1 CONTRACTOR shall, at his own expense and at all times, keep the premises free from accumulation of debris, waste materials, and rubbish, and at the completion of the Work. Contractor 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 (7) 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 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. INDEPENDENT CONTRACTOR

- 10.1 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.
- 10.2 The CONTRACTOR is responsible for all state and federal taxes on payments under the agreement and on the earnings paid to any workers hired by the CONTRACTOR.

ARTICLE 11. ASSIGNMENT AND SUBCONTRACTS

- 11.1 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

BID -----

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 12. INDEMNIFICATION

12.1 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 or 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 13. WAIVER OF CLAIMS, LIENS, ETC.

13.1 CONTRACTOR, individually and on behalf of his subcontractors, material men 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 14. MISCELLANEOUS

14.1 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this AGREEMENT in triplicate. 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

By _____

Title Supervisor of Buildings & Grounds

Attest _____

NOTICE TO PROCEED

TO:

FROM: Campbell County School District

PROJECT: **DISTRICT WIDE BACKFLOW TESTING**

DATE:

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2020 and you are to complete WORK by June 30, 2023.

CAMPBELL COUNTY SCHOOL DISTRICT

Tim 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 _____ .