

CONTRACT DOCUMENTS AND SPECIFICATIONS

PROJECT:

FRIPP INLET BRIDGE REPAIRS

FOR:



291 TARPON BOULEVARD
FRIPP ISLAND, SOUTH CAROLINA 29920
ATTN: Mr. Jeremy Sponseller
PHONE: (843) 838-2400

PREPARED BY:



235 Magrath Darby Blvd, Suite 275
Mt. Pleasant, South Carolina 29464
Attn: Mr. Paul Rosenbeck, PE
Phone: (843) 556-2624
Email: prosenbeck@jmt.com

Bid Opening Date: February 06, 2025 - 2:00 PM at the JMT Office

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Division 2 Specifications

All work shall be completed in accordance with the SCDOT 2007
Standard Specifications for Highway Construction.

Fripp Island Public Service District Invitation for Construction Bids

PROJECT NAME: Fripp Inlet Bridge Repairs

BID SECURITY REQUIRED? YES (5% of the Total Bid)
PERFORMANCE BOND REQUIRED? YES (100% of the Contract Sum)
PAYMENT BOND REQUIRED? YES (100% of the Contract Sum)

DESCRIPTION OF PROJECT: The bridge repair work includes

- Installation of two (2) new bent retrofits (each consisting of four (4) 20" SQ PSC piles with a corresponding reinforced concrete cap extension doweled into the existing bent.
- Spall repairs of existing prestressed concrete beams and regularly reinforced concrete members
- Pile jacketing of existing square and octagonal prestressed piles.
- Demolition and replacement in kind of reinforced concrete collars at bents 25 and 26.

The work shall be generally performed in accordance with the 2007 Standard Specifications for Highway Construction of the South Carolina Department of Transportation, as modified by these Contract Documents. Only Contractors that have been prequalified for bidding by the South Carolina Department of Transportation to perform bridge work are invited to submit bids.

ENGINEER NAME: JMT

ENGINEER CONTACT: Paul Rosenbeck, PE

ADDRESS: 235 Magrath Darby Blvd, Suite 275 PHONE: (843) 556-2624 FAX: (843) 556-4329
CITY: Mount Pleasant STATE: SC ZIP: 29464 E-MAIL: prosenbeck@jmt.com

PLANS ON FILE AT: JMT Office: 235 Magrath Darby Blvd Suite 275, Mt. Pleasant, SC 29464
FIPSD Office: 291 Tarpon Blvd., Fripp Island, SC 29920

PLANS MAY BE DOWNLOADED FROM: JMT Project Site. Email request for access to prosenbeck@jmt.com)

PRE-BID CONFERENCE? NO MANDATORY ATTENDANCE? N/A

BID OPENING DATE: February 06, 2025 TIME: 2:00 PM LOCATION: JMT Office

BID DELIVERY ADDRESS: JMT Office, 235 Magrath Darby Blvd, Suite 275, Mt. Pleasant, SC 29464

PROJECT MANAGER: Paul Rosenbeck, PE (JMT) PHONE: 843-779-3707 FAX: 843-556-4329
PROJECT OWNER: Jeremy Sponseller (FIPSD) PHONE: 843-541-0092 FAX: 843-838-4900

Bidders are hereby notified that a notice of intent to award the contract will be posted within ten (10) days of public bid opening at 235 Magrath Darby Blvd, Suite 275, Mt. Pleasant, SC 29464.

All Bidders shall have the right to protest under Section 7-600 of the District's procurement regulations.

Fripp Island Public Service District Instructions to Bidders

1. RECEIPT AND OPENING OF BIDS

Johnson, Mirmiran & Thompson, Inc. (JMT) (the "Engineer") on the behalf of Fripp Island Public Service District (FIPSD) (the "Owner"), will receive bids for the above project until (14:00) local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

2. PREPARATION OF BID

Bids must be submitted in writing on the attached FIPSD Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. A preliminary construction schedule to include activities, time frames and anticipated start and finish dates must be submitted in conjunction with the bid pricing as described in Section 6.2 of the Bid Form. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the project for which the bid is submitted and the Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Johnson, Mirmiran & Thompson, Inc. at 235 Magrath Darby Blvd, Suite 275, Mt. Pleasant, SC 29464.

3. PRE-BID CONFERENCE

A mandatory pre-bid conference is not scheduled.

An individual pre-bid project site visit may be scheduled with the Owner in advance of the project award, at the discretion of the individual Bidder. Advance notice must be given and scheduled with the Owner prior to any site visit.

The Engineer may be contacted by the proposed Bidder to answer project questions or to provide further information or clarification in advance of the project award. Note that any correspondence related to request for information or clarification of project intent may be made public to all proposed Bidders.

4. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract under this contract must be acceptable to the Owner. The Bidder must perform a minimum of 30% of the work with its own forces.

5. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner 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 investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to complete the project. The Contractor shall provide a copy of the bridge construction license and/or other proof of adequate experience.

6. BID SECURITY (if required)

Each bid must be accompanied by Bid Security in the amount of not less than 5% of the Total Bid in the form of a certified cashiers check or a Bid Bond, made payable to the Owner and issued by a surety licensed to do business in South Carolina. The Bid Bond must be accompanied by a certified and current Power of Attorney by the Attorney-in-Fact. The Owner shall have the right to retain the Bid Security of any or all Bidders until such time as one of the three conditions listed below have been met:

1. The Construction Contract has been executed and all Bid, Performance, and Payment Bonds have been furnished, if required.
2. The specified time has elapsed so that bids may be withdrawn.
3. The Owner has rejected all bids.

7. PERFORMANCE BOND & PAYMENT BOND

The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bonds may be secured through the Bidders' usual source. The bonds are required after receipt of bids and before execution of the Contract. The cost of such bonds shall be added to the Bid in determining the Contract Sum.

The Bidder shall deliver the required bonds to the Owner no later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this section. Both bonds shall be written in the amount of the Contract Sum. The bonds shall be dated on or after the date of the Contract. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

8. FAILURE TO ENTER INTO CONTRACT

Failure of the Bidder to execute and deliver the contract within ten (10) days after bid opening or failure to provide Performance and Payment Bonds and Certificate of Insurance within ten (10) days of receipt of a Notice of Award from the Owner, shall entitle the Owner to consider the Bidder non-responsive and to declare the Bid Security forfeited.

9. DATE OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work as specified in a Notice to Proceed from the Owner and to fully complete the Base Bid and any awarded Bid Alternates ~~within (30) calendar days~~ after the Date of Commencement **in accordance with the following schedule and limitations:**

A full Notice to Proceed will be issued by the Owner following project award. However, a pause in traffic control implementation or otherwise disrupting the traffic flow onto or off of Fripp Island

will be in effect between the time starting May 16, 2025 and ending September 8th, 2025. Construction activities requiring traffic control will be prohibited during this time.

Following September 8th 2025, construction activities requiring traffic control may be resumed.

All work on the Project must be Completed in 180 ~~Calendar~~ Working Days from Notice to Proceed.

Working Days shall be defined as all Calendar days between the date of Notice To Proceed and May 15th, 2025 and all Calendar days after September 8th, 2025.

Bidder must agree also to pay as liquidated damages the sum of \$ 200 for each calendar day thereafter that the project fails to reach Substantial Completion within the time allowed.

10. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made. Requests for clarification should be made in writing to the Engineer identified in the Invitation for Construction Bids and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of bids. Any interpretations, corrections or changes will be issued in the form of written addenda and will be transmitted to all who are known to have received a complete set of bidding documents by telephone, fax or other appropriate means with immediate follow-up with written addenda. Should the original Bid Date be postponed, the new Bid Date shall be no earlier than the fifth (5th) calendar day after the date of issuance of the addendum postponing the original Bid Date. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

11. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

12. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the project as defined by the Owner. All requested Alternates must be bid.

13. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the project, and to have read and become thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

14. LICENSES

The successful Bidder shall obtain the appropriate Business Licenses prior to beginning the work of this contract. Bidder must also be licensed under the laws of the State of South Carolina for the specific category of work to be performed.

END OF INSTRUCTIONS TO BIDDERS

Fripp Island Public Service District Bid Form

BID SUBMITTED BY: Name:

Address:

FOR PROJECT: Fripp Inlet Bridge Repairs
(Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the Fripp Island Public Service District (FIPSD) ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. BIDDER has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:
 Bid Bond with Power of Attorney Cashier's Check
(BIDDER check one)
3. BIDDER, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. BIDDER acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) _____
5. BIDDER accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the dispositions of Bid Security. BIDDER agrees that this Bid, including all Alternative Bid Items, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that BIDDER may agree to in writing upon request of the OWNER. BIDDER understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by OWNER and agreed to by BIDDER.
6. BIDDER herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

6.1 UNIT PRICE WORK

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below:

NO.	ITEM*	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	Extended Price
1	Mobilization	1		LS	
2	Traffic Control	1		LS	
3	Repair Type 1: Square Pie Jacket**	54		LF	
4	Repair Type 2: Octagonal Pile Jacket**	31		LF	
5	Repair Type 3: Beam Spall Repair**	5.63		CF	
6	Repair Type 4: Concrete Spall Repair**	103.88		CF	
---	Repair Type 5: Bent Retrofit (2 Bents)	---	---	---	---
7	Reinf. Steel for Structures (Bridges)	4,982		LB	
8	Conc. For Structures-Class 4000	54.6		CY	
9	Prestr. Conc. Piling (20" SQ)	742		LF	
10	Prestr. Conc. Index Piling (20" SQ)	106		LF	
11	Dynamic Pile Analyzer Test Set-up	1		EA	
12	Pile Driving Set-up	8		EA	
13	Repair Type 6: Concrete Collar Demo. And Replace Bent 25 & 26	2		EA	
Sub Total					
Grand Total					

**The estimated quantities are not guaranteed and are based on field conditions as measured by the Engineer. If encountered site conditions indicate total installed quantities may exceed those indicated in this table, contractor shall immediately notify Engineer for confirmation and approval before a change of condition/change order request is entertained.

* The bid item includes all direct and indirect costs or expenses required to complete the work.

1. For the Beam and Concrete Repairs, the unit price bid for the pay item includes all material, equipment, and labor costs of the cleaning, removal of unsound concrete to a depth required to reach sound concrete, reinforcing, concrete, and any other work required to correctly repair the structural component as per the Contract Documents.
2. For Bent Retrofit items, the unit price bid for the pay item includes all material, equipment, labor, necessary testing, and all other costs for the proper installation in accordance with the SCDOT 2007 Standard Specifications for Highway Construction.

6.2 PRELIMINARY CONSTRUCTION SCHEDULE

Contractor shall be submit a preliminary construction schedule in conjunction with the unit price work outlined in Section 6.1. Construction schedule shall include individual tasks, project milestone completion dates and anticipated start/finish dates of all work outlined as part of this project package.

AGREEMENTS

By submitting this Bid, BIDDER hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. Unless otherwise provided in the Bidding Documents, BIDDER will provide Performance and Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in forfeiture of the Bid Bond.
3. BIDDER agrees to provide all information requested by the OWNER to support the OWNER'S evaluation and determination of the BIDDER'S responsibility. Failure by BIDDER to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.

- 4. The BIDDER certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.
- 5. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be cancelled for the convenience of the Owner.
- 6. Neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected, or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____
OR
SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

_____ <i>(Classification)</i>	_____ <i>(Subclassification)</i>	_____ <i>(Limitations)</i>
_____ <i>(SC Contractor's License Number)</i>		

SIGNATURE

(Legal Name of Person, Firm or Corporation Submitting Bid)

BY _____ (Signature) _____ (Date)

(Title) _____ (Phone)

At the Bidder's option, this form may be substituted with a Bid Bond and Power of Attorney form from the Bidder's Surety Company. The Bidder is cautioned that all pertinent information included on this form shall be incorporated in the bid security form executed and submitted.

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____, as Principal,
(insert full name and legal title of Bidder)

and _____, as Surety,
are
(insert full name of Surety)

held and firmly bound unto the Fripp Island Public Service District, as Owner, in the penal sum of
_____ dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 20__.

The condition of this obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" for

_____ Fripp Island, South Carolina
(Project Name)

NOW THEREFORE,

- (a) If said BID shall be rejected, or in the alternative,
- (b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto (properly completed in accordance with said bid) and shall furnish the specified bonds for the faithful performance of the Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT, then this obligation shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

Project Name: Fripp Inlet Bridge Repairs
Fripp Island, South Carolina

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL)

(Name of Principal)

By: _____

(SEAL)

(Name of Surety)

By: _____

Sealed and delivered in the presence of:

At the Contractor's option, this form may be substituted with a Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER'S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties' names thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

(Date)

At the Contractor's option, this form may be substituted with a Performance Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

at _____
(Address of Contractor)

a _____, hereinafter called "Principal",
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

at _____, hereinafter called "Surety", are held
(Address of Surety)

and firmly bound unto the Fripp Island Public Service District, 291 Tarpon Boulevard, Fripp Island, SC, 29920, hereinafter called "Owner", in the penal sum of :

_____ Dollars(\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

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

(Project Name)

NOW, THEREFORE, is the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__ .

ATTEST:

(Principal) Secretary
(SEAL)

(Witness as to Principal)

(Principal)
By: _____

(Address)

(Surety)

ATTEST:

(Surety) Secretary
(SEAL)

(Address)

By: _____
(Attorney -in-fact)

(Address)

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

At the Contractor's option, this form may be substituted with a Payment Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____ at _____
(Name of Contractor) (Address of Contractor)

a _____, hereinafter called "Principal", and
(Corporation, Partnership or Individual)

_____ at _____
(Name of Surety) (Address of Surety)

herinafter called "Surety", are held and firmly bound unto the Fripp Island Public Service District, 291 Tarpon Boulevard, Fripp Island, SC, 29920, hereinafter called "Owner", in the penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2002, a copy of which is hereto attached and made a part hereof for the construction of:

(Project Name)

NOW, THEREFORE, is the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__.

ATTEST:

(Principal) Secretary

(Principal)

By: _____

(SEAL)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

By: _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONTRACTOR'S REQUEST FOR CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____
(name)

This is Part One of a two-part form. It is to be completed by the Contractor and delivered to the Engineer. Part Two, Certificate of Substantial Completion, is to be completed by the Engineer and submitted to the Owner for approval.

CERTIFICATION

I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

- A. The remaining work is not disruptive to the function of the facility and is limited to items minor in scope and nature.
- B. The required Contractor's Punch List is attached. (*Failure to include incomplete work does not relieve the Contractor of the responsibility to complete or correct the Work.*)
- C. All other requirements of the Contract have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start-up activities.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION:

CONTRACTOR: _____
(Signature of Contractor Representative) (Print or Type Name of Contractor Rep) Date

INSTRUCTIONS TO THE CONTRACTOR:

Forward this completed form with all required attachments to the Engineer for approval, with copy to the Owner. **ATTACHMENTS:**

1. Contractor's Punch List.
2. Acceptance letters by other agencies/entities having approval authority (water supply, waste water treatment, fire and licensing etc.)
3. Other attachments per Contract Documents

ENGINEER: I ___ concur ___ do not concur that the Work is ready for inspection and testing.

(Signature of Engineer Representative) (Print or type Name of Engineer Rep) (Date)

INSTRUCTIONS TO THE ENGINEER:

1. If concur, return this completed form to the Contractor, with a copy to the Owner, and schedule a date for inspection mutually agreeable to Contractor, Engineer and Owner.
2. If not concur, state reason(s) below. Attach additional sheets if needed. Return completed form to the Contractor with copy to the Owner.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____
(name)

This is Part Two of a two-part form. The Contractor's Request for Certificate of Substantial Completion is to be completed by the Contractor and delivered to the Engineer. The Certificate of Substantial Completion is to be completed by the Engineer and submitted to the Owner for approval.

CERTIFICATION

I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

- A. The remaining work is not disruptive to the function of the facility occupants and is limited to items minor in nature and scope. *(Examples are minor repairs to finishes, electrical device cover plates, and hardware and window adjustments.)*
- B. The Contractor's Request for Certificate of Substantial Completion and all attachments thereto have been reviewed and any exceptions are noted.
- C. The composite Engineer's Punch List is attached, with the status of each item noted.
- D. All other requirements of the Contract related to Substantial Completion have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start up activities.

DATE FOR SUBSTANTIAL COMPLETION:

(This is also the date for the commencement of warranties required by the Contract.)

(DATE)

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION.

ENGINEER'S CERTIFICATE BY:

(Signature of Engineer Representative)

(Print or Type Name of Engineer Rep)

ITS: _____

(Date)

INSTRUCTIONS TO THE ENGINEER:

Forward both the Contractor's Request and this form with attachments to the Owner for review and approval.

OWNER ACCEPTANCE:

(Signature of Owner Representative)

(Print or Type Name of Owner Rep)

ITS: _____

(Date)

CERTIFICATE OF FINAL COMPLETION

PROJECT: _____
(name)

CONTRACTOR'S NOTIFICATION AND CERTIFICATION

I hereby notify the Engineer and the Owner that the Work for the above Project is or will be fully completed on the date stated below. All items on the punch-list and all items required by the Construction Documents have been completed and all Work is in conformance with the Contract Documents. The Facility is or will be ready for FINAL INSPECTION and TESTING on _____.
(Date)

CONTRACTOR:

BY: _____
(Signature of Contractor Representative) *(Print or Type Name of Contractor Representative)*

ITS: _____

ENGINEER'S CERTIFICATE AND OWNER ACCEPTANCE OF FINAL COMPLETION

The Engineer and Owner agree that the Project is complete and the Final Inspection of the Project was acceptable. Final Completion of the Project is hereby declared to be effective on the date stated below.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING FINAL COMPLETION

ENGINEER CERTIFICATION:

BY: _____
(Signature of Engineer Representative) *(Print or Type Name of Engineer Representative)*

ITS: _____

Date of Final Completion

OWNER ACCEPTANCE:

BY: _____
(Signature of Owner Representative) *(Print or Type Name of Owner Representative)*

ITS: _____

Date of Acceptance