



**City of Westminster, South Carolina  
100 E Windsor Street / P.O. Box 399  
Westminster, SC 29693**

**Request For Proposals:  
Concrete and Asphalt Inspection & Materials Testing Services**

**Proposals Due on July 14, 2026 at 2:00pm**

**MAIL BID RESPONSE TO:**

City of Westminster  
Attn: Utilities Director Scott Parris  
P.O. Box 399  
Westminster, SC 29693

**HAND DELIVER BID RESPONSE TO:**

City of Westminster  
Attn: Utilities Director Scott Parris  
100 E. Windsor Street  
Westminster, SC 29693

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**Project Procurement Website:** [www.westminstersc.org/departments/administration/#bids](http://www.westminstersc.org/departments/administration/#bids)

All documents (including construction plans), addenda, and other relevant updates will be posted at the project website.

### Overview

The City of Westminster, South Carolina is requesting proposals from qualified bidders from qualified engineering firms, geotechnical firms, and materials testing laboratories to provide construction inspection, quality assurance (QA), quality control (QC), and materials testing services for concrete and asphalt work performed on City projects.

The selected consultant will provide inspection and testing services on an as-needed basis for utility repairs, roadway reconstruction, sidewalk construction, curb and gutter installation, drainage improvements, water and sewer infrastructure, and other municipal construction projects.

The successful proposer shall furnish all labor, equipment, vehicles, testing equipment, sampling devices, reporting software, and certified personnel necessary to perform the required services.

### Bid Request

Sealed bids will be received by the City Administrator of the City of Westminster, South Carolina until 2:00 PM local time on July 14, 2026 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory.

The bid opening will begin promptly at the appointed time in Westminster City Hall, located at 100 E. Windsor Street, Westminster, South Carolina 29693. No bid may be submitted after the bid opening begins. The bids must be in the Conference room at the time of the bid opening and it is the sole responsibility of the bidder to ensure that the bid arrives in the correct place on time. Emailed bids will not be accepted.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

All bids must be in a sealed envelope and marked **Concrete and Asphalt Inspection** 2:00 PM local time on July 14, 2026

Bids may be mailed to the following address:

**City of Westminster  
Attn: Utilities Director Scott Parris  
PO Box 399  
Westminster, South Carolina 29693**

Bids may be hand delivered to the following address:

**City of Westminster  
Attn: Utilities Director Scott Parris  
100 E. Windsor Street  
Westminster, South Carolina 29693**

**Pre-Bid Conference** – will not be required

### **Rights Reserved by the City**

Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. The City may reject any and all bids, solicit new bids, waive technicalities, and make any other decisions it deems to be in its own best interest.

### **City Contact**

If you have any questions regarding this RFP or terms or conditions, please contact [sparris@westminstersc.org](mailto:sparris@westminstersc.org). **Questions will be due by July 7, 2026 10:00Am.**

All addenda, questions, and answers will be posted on the City's website: [www.westminstersc.org/administration/#bids](http://www.westminstersc.org/administration/#bids). It is the responsibility of the bidders to check the website for any of this information prior to submitting a bid.

### **Qualified Vendor**

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet all requirements for licensing, insurance and service contained within this RFP.

### **Insurance**

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability

Insurance.

### **Illegal Immigration Reform Act Compliance**

The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the City of Westminster any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.

### **Indemnification**

Company shall indemnify and hold City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

### **Non-Appropriation of Funds**

This Agreement shall be subject to the availability and appropriation of funds by the Administrator, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement

### **MWBE Statement**

To promote free competition and equal opportunity, the City of Westminster is committed to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the City of Westminster. The city encourages and invites small, woman-, and/or minority-owned businesses located inside and outside the city limits to participate in the city's procurement process. It is the policy of the city to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

### **City Business License**

The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business License Office at 864-647-3217 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

### **Local Purchasing**

It is the intent of the City of Westminster to promote the use of local businesses and hiring citizens living within Oconee County when possible.

The city may grant preference to local vendors of goods and services whose bid price or quote amount is within 5% of the lowest bid or quote received. A "local vendor" is defined as one whose physical headquarters is located in Oconee County, South Carolina.

### **Freedom of Information Act (FOIA)**

All proposals will be public information, per FOIA requirements.

### **Iran Divestment Act**

By signing its proposal, the Proposer certifies that it:

- (i) is not identified on the list of persons determined by the Executive Director of the State Fiscal Accountability Authority to engage in investment activities in the country of Iran as described in South Carolina Code of Laws Section 11-57-310 (as amended), or any other list of prohibited investments created by the State legislature;
- (ii) will not take any action causing it to appear on any such list during the term of the Final Contract; and
- (iii) will not utilize any subcontractor that is identified on any such list to provide goods or services thereunder.



*Together We Grow*

**Acknowledgement I: Overview and Bid Request**

COMPANY:

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

SIGNATURE:

DATE:

### **Instructions to Bidders**

Purpose: The purpose of this document is to provide to potential bidders general and specific information to submit a bid to supply the City's needs as listed within.

#### **1.1 Definitions:**

A) Bidder: This term is used to encompass the party seeking to have an agreement with the City of Westminster.

B) City: This term is defined as the City of Westminster, South Carolina. All Communications relating to the bid process or the resulting purchase should be directed to the City's Administrator Office or to their designated contact. The City may also be referred to as the owner.

C) Purchase: This term means the agreement to be executed by the City and the successful bidder.

#### **1.2 Bid Preparation: All bid responses shall be**

A) Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.

B) Typewritten or completed in ink, signed by the bidding firm's authorized representative with all erasures or corrections initialed and dated by said signer.

C) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Bid Request.

D) Each bid shall include the name, address, telephone number, and email address of at least three (3) current or recent customers for whom they have provided similar products. These references may be contacted, and if so, their responses may be considered in the bid evaluation process.

#### **1.3 Bid Submission: two (2) copies of the Bid Response shall be:**

A) Submitted in a single sealed envelope with the following information written on the outside of the envelope: \* The name of the bidding company; \* Identification of items being bid; date and time of bid opening.

B) Mailed or delivered to the address shown in the Bid Request for receipt by the City by the stated deadline. The City is not responsible for errors in mailing, delivery, or other similar issues.

C) Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

**1.4 Failure to bid:** Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name be retained or removed from the City's bid list for future solicitations.

**1.5 Errors in Bid:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern.

**1.6 Award Criteria:** The award shall be made to a single bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. The City reserves the right to make such decision as it deems to be in its own best interests. The City alone shall make such determination.

**1.7 Compliance with laws:** The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

**1.8 Local Providers:** Contractors submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

**1.9 Retainage:** The City reserves the right to hold up to 10% of the invoice amount in retainage to ensure that the project, materials, and services are delivered to the City's satisfaction. All retainages will be paid when all issues, in the sole opinion of the City, have been resolved, and retainage may be held until the project completion.

**1.10 Qualifications and Experience of the Company:** Brief history and organization of the company, the legal entity that will enter into the contract, the location of the office where the work will be performed, and the name and title of the person that is authorized to enter into a master contract agreement (must be an officer, partner, or member of the company). List any sub-consultants that will support your company, if any. Provide a narrative of your company's prior experience and qualifications as it pertains to the Scope of Work and provide a list of projects with similar scopes. Provide the name, address, and telephone number of at least three (3) references familiar with the quality of work done by your company of similar nature as contained in the Scope of Work. By submission of the references, you are authorizing the City of Westminster to contact these references.

**1.11 Project Timeline and Substantial Completion:** Bidders shall provide a proposed schedule of events, including substantial completion. The timeline may be considered during award determination. The proposed timeline will need to be agreed upon, and may require modifications, during the pre-construction period before issuing the notice to proceed. The contractor and City shall determine an agreed upon timeline.

**1.12 Liquidated Damages:** Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times.

**1.13 Bid Security:** A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a Bid bond issued by a surety. Such Bid bond will be issued in the form included in the Bidding Documents.

**1.14 Bid Sheet:** An itemized break down of costs should be detailed in a format easy to understand, including a lump sum cost and alternates (if applicable). Any Bid over \$100,000 will have to go to Council for approval.

**1.15 Deviations:** Any changes or deviations from the specified plans should be called out and enumerated. Any such changes should be avoided unless necessary.

### **Scope of Work Requirements**

The selected consultant shall provide, at a minimum, the following services:

#### Part A – Concrete Inspection and Testing

The consultant shall:

1. Verify subgrade preparation prior to concrete placement.
2. Observe reinforcing steel placement for compliance with project specifications.
3. Verify forms, dimensions, thickness, and joint spacing.
4. Sample fresh concrete in accordance with ASTM standards.
5. Perform slump testing (ASTM C143).
6. Perform air content testing (ASTM C231 or C173).
7. Measure concrete temperature (ASTM C1064).
8. Prepare compressive strength cylinders (ASTM C31).
9. Transport cylinders to the laboratory.
10. Perform compressive strength testing (ASTM C39).
11. Issue same-day field reports documenting observations.
12. Notify the City immediately of any non-compliant work.

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#### Part B – Asphalt Inspection and Testing

The consultant shall:

1. Verify roadway preparation before paving.
2. Inspect tack coat application.
3. Verify asphalt mix delivered matches approved mix design.
4. Measure asphalt temperatures during placement.
5. Observe rolling operations and compaction procedures.
6. Perform density testing using approved methods.
7. Obtain asphalt cores when directed by the City.
8. Measure pavement thickness.
9. Perform laboratory testing on asphalt cores.
10. Verify compliance with South Carolina Department of Transportation (SCDOT) specifications.
11. Immediately report deficiencies requiring corrective action.

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#### Part C – Laboratory Testing

The consultant shall maintain an accredited laboratory capable of performing:

- Concrete compressive strength testing
- Aggregate gradation
- Soil classification
- Proctor density
- Soil moisture-density relationships
- Asphalt density testing
- Asphalt extraction and gradation
- Asphalt binder content
- Thickness verification
- Additional testing requested by the City

Laboratory accreditation shall meet AASHTO Accreditation Program (AAP) requirements or equivalent.

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#### Part D – Field Density Testing

Provide nuclear density testing or approved equivalent for:

- Structural fill
- Utility trench backfill
- Stone base
- Roadway subgrade
- Aggregate base

Testing shall include moisture content, dry density, and percent compaction.

#### Response Time

Routine testing requests:

- Within 48 hours.

Emergency utility repairs:

- Inspector on site within 2 hours when requested.

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#### Reporting Requirements

The consultant shall provide:

- Daily field reports
- Laboratory reports
- Density reports
- Concrete break reports
- Asphalt testing reports
- Non-conformance reports
- Final project summary report

Electronic reports shall be submitted to the City within one business day of testing unless otherwise approved.

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#### Equipment

The consultant shall provide all necessary testing equipment including:

- Concrete testing equipment
- Asphalt coring equipment
- Compression testing machine
- Sample molds
- Temperature measuring devices
- Air meters
- Slump cones
- Laboratory testing equipment

All equipment shall be properly calibrated.

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#### Pricing In Unit Price Format

The proposal shall include a complete itemized fee schedule including, but not limited to:

- Hourly inspection rates
- Concrete field testing
- Concrete cylinder preparation
- Cylinder breaks (7-day and 28-day)

- Asphalt density testing
- Asphalt coring
- Soil density testing
- Laboratory testing
- Engineering review
- Mileage
- Mobilization
- Emergency response
- Weekend and holiday rates

Pricing shall remain firm for one (1) year with the option for annual renewal.

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#### Standards

All testing shall comply with the latest editions of:

- ASTM Standards
  - AASHTO Standards
  - SCDOT Standard Specifications
  - OSHA Regulations
  - Applicable local, state, and federal requirements
- 

#### Deliverables

The successful consultant shall provide:

- Certified inspection reports
- Laboratory reports
- Digital test results (PDF)
- Immediate notification of failed tests
- Final project documentation suitable for City records
- Recommendations for corrective action when deficiencies are identified

**We respectfully request bids on the above Scope of Work. The attached document (Exhibits A) contains technical requirements. The successful bidder shall adhere to General and accepted Industry Standards for installation and safety on this project.**



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**Acknowledgement II: Instructions to Bidders, Scope of Work Requirements, Additional Information**

COMPANY:

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

SIGNATURE:

DATE:

## **Additional Bidder Requirements and Representations**

### **I. Qualifications**

Contractor must have a South Carolina contractor license, in good standing. Contract and all sub-contractors shall obtain a City of Westminster Business License once notice to proceed has been issued and prior to work beginning.

### **II. Contractor Responsibilities**

Contractor shall complete the Concrete and Asphalt Inspection & Materials Testing Services

### **III. Work Completion Date**

Contractor shall provide an estimated time for completion. Coordination will be required between the City of Westminster and contractor to ensure the work is completed on an as needed basis

### **IV. Bidder Representations**

- A) In submitting this Bid, Bidder represents the following:
- 1) Bidder has examined and carefully studied the Bidding Documents, including Addenda
  - 2) Bidder has become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3) Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4) Bidder has carefully studied the reports of explorations, plans, and drawing associated with the project.
  - 5) Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any.
  - 6) Bidder has given owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by owner is acceptable to Contractor.
  - 7) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 8) The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

B) The Bidder Certifies the Following:

- 1) This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 2) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 3) Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4) Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For these purposes:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**BID FORM**

**BIDDER hereby submits this Bid as set forth above:**

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed herein.

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bid Form (Continued)**

**Bidder's Contact**

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No. (If Applicable): \_\_\_\_\_

<p><b>LUMP SUM ALL INCLUSIVE PRICING: \$</b> _____</p> <p>_____</p> <p><i>(individual's signature)</i></p> <p>_____</p> <p><i>(typed or printed)</i></p>
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*Bidders must also submit a Bid Sheet as described in Instructions to Bidders Section 1.14*

**APPENDIX A: Acknowledgement of Addenda**

All Addenda (if any) will be posted at [www.westminsteresc.org/departments/administration/#bids](http://www.westminsteresc.org/departments/administration/#bids). It shall be the responsibility of prospective bidders to be aware of and meet the requirements of any issued addenda. Bidder should complete the following form acknowledging any addenda issued. Lines may be left blank if the referenced addendum isn't published.

<b>Addendum</b>	<b>Signature</b>	<b>Date</b>	<b>Name (Printed)</b>	<b>Title</b>
Addendum #1				
Addendum #2				
Addendum #3				
Addendum #4				
Addendum #5				

**APPENDIX B: Anticipated Timeline of Events**

The attached timeline of events is for planning purposes only, and subject to change through formal notification. Bidders are responsible for meeting all deadlines.

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time (EST)</b>	<b>Location</b>
1	Request for Proposals Issued	June 30, 2026		
2	Mandatory Pre-Bid Meeting			
3	Questions Due	July 7, 2026	10:00am	
4	Proposals Due	July 14, 2026	2:00pm	Westminster City Hall (100 E Windsor Street, Westminster, SC 29693)
5	Consideration of Award by City Council (Anticipated)	August 11, 2026	6:00pm	Westminster Fire Department (216 Emergency Lane, Westminster, SC 29693)
6	Notice of Award	August 12, 2026		

**Appendix C: Bid Bond (Penal Sum Form)**

<p><b>Bidder</b> Name: _____  Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b> Name: _____  Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b> Name: City of Westminster  Address (<i>principal place of business</i>): 100 East Windsor Street Westminster, SC 29693</p>	<p><b>Bid</b> Project (<i>name and location</i>): Ckts 1201, 1202, 1203 UG Project Westminster, SC  Bid Due Date: July 14, 2026</p>
<p><b>Bond</b> Penal Sum: _____  Date of Bond: _____</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder  _____ (Full Formal name of Bidder)  By: _____ (Signature)  Name: _____ (Printed or typed)  Title: _____  Attest: _____ (Signature)  Name: _____ (Printed or typed)  Title: _____</p>	<p>Surety  _____ (Full Formal name of Surety)(Seal)  By: _____ (Signature)(Attach Power of Attorney)  Name: _____ (Printed or typed)  Title: _____  Attest: _____ (Signature)  Name: _____ (Printed or typed)  Title: _____</p>

**Notes:**

- (1) Addresses are to be used for giving any required notice.*  
*(2) Provide execution by any additional parties, such as joint venturers, if necessary.*

**Bid Bond (Continued)**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located

in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage

**Bid Bond (Continued)**

pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**APPENDIX D: Required Bid Documents**

This list is intended to guide bidders, but bidders have the sole responsibility to ensure all required documents are included.

- 1. Two (2) bid copies in a single sealed bid package**
- 2. Bid Pricing Sheet (Prepared by Bidder)**
- 3. Qualifications of the Company and References**
- 4. Project Timeline and Substantial Completion**
- 5. Acknowledgement I: Overview and Bid Request**
- 6. Acknowledgement II: Instructions to Bidders, Scope of Work Requirements, Additional Information**
- 7. Bid Form**
- 8. APPENDIX A: Acknowledgement of Addenda (If Applicable)**
- 9. APPENDIX C: Bid Bond (Penal Sum Form)**