Bidders Name: ____________________________________________________________

DOCUMENT 330
BID FORM

TO:  The City of Topeka, Kansas
     Contracts & Procurement Division
     215 S.E. 7th St., Room 60
     Topeka, Kansas 66603

Project No. and Description: ______________________________________________

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after receipt of the award of contract and Contract Documents from the Owner.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
   a. Bidder has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

      Date                      Number
      ________________________  ______________________
      ________________________  ______________________
      ________________________  ______________________
      ________________________  ______________________

   b. Bidder 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.

   c. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth
in the Supplementary Conditions (if applicable) of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement these referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

e. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

g. Bidder has given Engineer (either the Design Engineer or the City Engineer as defined in Article 2 of the Agreement) written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.
Project No. and Description: _______________________________________________________

4. Bidder will complete the Work for the following price(s):

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TOTAL BID ........................................................................................................ $   ___________
5. Quantities are estimated. Final payment will be based on actual quantities unless otherwise stated in the Contract Documents.

6. Bidder agrees that the Work will be substantially complete in accordance with the time requirements given in the Agreement and General Conditions.

7. Bidder accepts the provisions of the Agreement for Liquidated Damages in the event of failure to complete the work on time.

8. The following documents are attached to and made a condition of this Bid:
   a. Required Bid Security in the form of a certified or bank check or a bid bond in accordance with the provisions of the Instructions to Bidders.
   b. List of Subcontractors; Costs and Suppliers.

9. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on ____________________________, 20 ______.

_________________________________________ a(n) ______________________________________
Name of Bidder ____________________________ (individual, partnership, corporation)

Address of Bidder

_________________________________________

Telephone Number

By: ________________________________, (Corporate Seal)
   Authorized Person

_________________________________________

Title
List of Subcontractors; Costs

The Bidder is required to identify each Subcontractor and the Subcontractor’s cost. Do not list alternate subcontractors for the same work. The Contractor shall list only one subcontractor for each such portion of Work as is defined by the Contractor in his bid. Contractor shall not substitute any person as subcontractor in the place of a subcontractor listed below, except as provided in Document 100.

The Bidder understands that if Bidder fails to specify a subcontractor for any portion of the Work to be performed under the contract or specifies more than one subcontractor for the same portion of the Work, Bidder shall be deemed to have agreed that Bidder is fully qualified to perform that portion and cannot sublet or subcontract that portion of the Work, except as provided in Document 100.

Subcontractor: ____________________________  ($ ____________ )
Amount:  ____________________________  ($ ____________ )
(words)

Subcontractor: ____________________________  ($ ____________ )
Amount:  ____________________________  ($ ____________ )
(words)

Subcontractor: ____________________________  ($ ____________ )
Amount:  ____________________________  ($ ____________ )
(words)

Subcontractor: ____________________________  ($ ____________ )
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Subcontractor: ____________________________  ($ ____________ )
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Subcontractor: ____________________________  ($ ____________ )
Amount:  ____________________________  ($ ____________ )
(words)

Subcontractor: ____________________________  ($ ____________ )
Amount:  ____________________________  ($ ____________ )
(words)

Project Number: ____________________________
Contractor’s Name: __________________________

List of Suppliers (cont.)

Each Supplier performing more than_____% of the Total Bid shall also be furnished. Do not list alternate suppliers for the same work.

Supplier Name: ____________________________________________
Material: ____________________________________________

Supplier Name: ____________________________________________
Material: ____________________________________________

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