

Invitation to Bid

Project Name/Description: Duluth International Airport
148th Fighter Wing of the Minnesota Air National Guard
MSA Utility System Repair

MCCA Agreement Number: W912LM-18-2-2001
MCCA Project Number: FMKM072008

Sealed bids will be received by the Duluth Airport Authority by the City Purchasing Agent in and for the Corporation of the City of Duluth in Room 120, Duluth City Hall, 411 West First Street, Duluth, MN 55802 until 2:00 p.m. local time on Thursday, February 13, 2020 for the above named project, and will be publicly opened and read aloud immediately thereafter.

The work is in accordance with drawings and specifications prepared by RS&H, Inc. The Consultant can be contacted and the plans can be viewed at the Duluth office of RS&H, Inc., located at 4525 Airport Approach Road, Duluth, Minnesota 55811, telephone (218) 722-1227.

The project scope consists of the following construction elements:

- Removal and Replacement of 10" HDPE water line
- New 3" HDPE Water Service
- New 1.5" HDPE Sanitary Low Pressure Force Main & Pumps
- Electrical Duct Bank Installation

The Notice to Proceed for construction is anticipated to be issued in May, 2020.

Bid Proposals shall be submitted on forms furnished for that purpose.

A pre-bid conference will be held on Tuesday, February 4, 2020, at 1:00 p.m. at the Duluth International Airport 3rd floor Conference room, after which there will be an opportunity to examine the site of the proposed work.

The schedule of minimum wages as established by the Secretary of Labor and set forth in the specifications is to govern on this project, and bids shall be based on these established minimum wage rates. In accordance with Minnesota law, overtime must be paid for work in excess of 8 hours per day or 40 hours per week.

The bidder/offeree certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offeree/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity - State of Minnesota Requirements:

The offerer's or bidder's attention is called to the "equal opportunity clause" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms

for the contractor's aggregate workforce in each trade on all construction work in the Covered Area as follows: Goals for minority participation in each trade, 12.0%; goals for female participation in each trade, 9.00%.

These goals are applicable to all contractors' construction work performed in the Covered Area.

The contractor's compliance with Minnesota Statutes, section 473.144 and part 5000.3520 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by part 5000.3540, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, Minnesota Statutes, section 473.144 and part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

The "Covered Area" in this document and the following pages is defined as St. Louis County, MN.

See Instructions to Bidders for Federal requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended).

The bidder shall make good faith efforts as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation to subcontract four percent (4.00%) of the dollar value of the contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

The individuals who are presumed to be socially and economically disadvantaged include Women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

In the event that the apparent successful bidder of this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met.

Bidders will submit, in writing, the names of the DBEs included in their bid, a description of the work DBEs will perform, and the dollar value of each DBE subcontract.

Exclusive agreements between DBEs and bidders are forbidden. Duluth Airport Authority reserves the right to waive failure of a bidder to meet the DBEs goals if sufficient effort as determined by the Authority has been made to comply with the DBE goals and the requirements are not met.

The bids shall be accompanied by an Affidavit on Non-Collusion and written assurance that the bidder has made a good faith effort towards meeting DBE goals.

A bidder's or proposer's failure to show a good faith effort to achieve the specified contract goal for the participation of Disadvantaged Business Enterprise in the completion of this project will be grounds for finding the bid or proposal non-responsive.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the Duluth Airport Authority in the amount of not less than 5% of the total bid or a surety bond in the amount payable to the Authority with the surety company thereon duly authorized to do business in the State of Minnesota, such Bid Security to be a guarantee that the bidder will not, without the consent of the Authority, withdraw his bid for a period of 90 days after the opening of bids, and if the successful bidder, will enter into a contract with the Duluth Airport Authority and in connection therewith, give Public Contractor's Bond as required by law; and the amount of the certified check will be retained or bond enforced by the Authority in case the bidder fails so to do.

The Bid Security of the three lowest bidders will be retained until the contract is executed, but in no event longer than 90 days provided that the Bid Security of the lowest responsible bidder shall be retained in any event until the contract is executed and Public Contractor's Bond furnished as herein provided.

The bid of the lowest responsible bidder, provided said low bidder has made a good faith effort to meet the DBE contract goal will be accepted on or before the expiration of 90 days after the date of the opening of bids. In the event that the Authority deems it in its best interest to delay the award of the contract (i.e. if the federal funding for the project is delayed) the 90 day time period may be extended for up to one year if mutually agreed upon by both the bidder and the Authority. The Authority, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies

The Duluth Airport Authority reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies.

A contractor responding to these Bidding Documents must Submit the City/Owner a signed statement under oath by an owner or officer verifying compliance with Minnesota Statutes, section 16C.285, subdivision 3.

Plans and specifications will be on file for inspection beginning Wednesday, January 22, 2020 at offices of, the office of RS&H, 4525 Airport Approach Road, Suite A, Duluth, Minnesota 55811 and the Duluth Builders Exchanges 802 Garfield Avenue Duluth, MN 55802.

Copies of Drawings and Specifications and a separate Proposal Form may be obtained on or after January 22, 2020 at the office of RS&H, 4525 Airport Approach Road, Suite A, Duluth, Minnesota 55811 upon receipt of a check in the amount of \$300.00 for each paper set of Plans, Specifications and Bid Form; for no fee you may obtain an electronic version of the plans/specs/addendums and a paper copy of Bid Form Packet by contacting RS&H, Inc., 4525 Airport Approach Road, Duluth, Minnesota 55811. (Email: Darren.Christopher@rsandh.com Phone: 218-722-1227). Payment for paper sets will not be refunded.

Duluth Airport Authority
By: Amanda Ashbach
Purchasing Agent
411 West First Street
Duluth, MN 55802

INSTRUCTIONS TO BIDDERS

I. GENERAL

A. This project is to be financed in part by a grant from the Military Construction Cooperative Agreements (MCCA). Award of contract is subject to the approval of the National Guard Bureau, Federal Aviation Administration (FAA) and the Duluth Airport Authority (hereinafter called "Owner").

B. Compliance with Law

1. The Bidder covenants and agrees that he and his agents and employees will comply with all municipal, state and federal laws, applicable national and local codes, Owner rules and regulations applicable to the work to be conducted under this Agreement and that he shall obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. Owner rules and regulations are available on request. The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, Owner rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

2. Bidder certifies that all material, equipment, etc., contained in his proposal meets all OSHA, FAA, Mn/DOT and Owner requirements.

C. General Bond Requirements:

1. The Proposal Guaranty shall be as specified; only the Proposal Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of **5 percent (5%) of the total amount bid**, made payable to **the Duluth Airport Authority**. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of Attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.

2. The amount of such bond or the check of the Bidder whose proposal is accepted shall be forfeited and paid to the Owner as liquidated damages if said Bidder fails to enter into a Contract with the Owner and to furnish the required executed Contracts, Certificates of Insurance and Performance and Payment Bonds within fifteen (15) calendar days after the date of the Notice of Award and Acceptance of the Proposal.

3. Contract Payment and Performance Bonds shall be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavit as bound within these Contract Documents are acceptable.

D. Insurance Requirements:

1. Insurance requirements shall be as specified in the Special Conditions, Section 2.

II. NONDISCRIMINATION AND SEGREGATED FACILITIES

A. Each Bidder shall complete, sign and include in his/her Proposal the Equal Employment Opportunity Report Statement and Certification of Nonsegregated Facilities. A Proposal may be considered nonresponsive and may be rejected if it fails to furnish required data. When a determination has been made to award a Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his/her own employment policies and practices as the Federal Aviation Administration (FAA), the Mn/DOT, the Owner, or the Secretary of Labor may require. Contractor shall require similar compliance with its subcontractors. Where the Contract Price is \$10,000.00 or greater, Contractor shall comply with Part 152 of the Federal Aviation Regulations (FAR) as amended and specifically FAR 152.411 © and (d), incorporated herein by this reference. All such information required of a subcontractor shall be furnished by the Bidder.

B. The Equal Employment Opportunity Report Statement, Certification of Nonsegregated Facilities, Equal Opportunity Clause, and all other EEO requirement shall be included in all nonexempt subcontracts entered into by the Bidder. Subcontracts entered into by Bidder shall also include all other applicable labor provisions. No subcontract shall be awarded to a noncomplying subcontractor.

C. Affirmative Action: If the Contract is an aviation-related activity as defined in 14 CFR Part 152, and is a Construction Contract of \$10,000.00 or more, Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. Bidder assures that it will require that it's covered sub organizations provide assurances to the Bidder that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E to the same effect.

D. Bidders must comply with the President's Executive Order No. 11246, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

E. In addition, the Bidder will also insert in each of his subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

III. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. General: Bidders are advised that this project required the Owner to submit and FAA to approve a DBE Program.

B. DBE Obligation: The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Chisholm-Hibbing Airport Authority, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **4.00 percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

C. DBE Expectancies: Contract expectancies are expectancies established for each specific prime Contract with subcontracting possibilities. The Bidder shall make good faith efforts to subcontract **4.00 percent** of the dollar value of the prime Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the Bidder for this solicitation qualifies as a DBE, the Contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include: (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa; (ii) "Hispanic Americans," which includes persons Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; (iii) Native Americans, " which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tongam, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong; (v)"Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; (vi) Women; (vii) Any additional groups whose members are designated as socially and economically **disadvantaged** by the SBA, at such time as the SBA designation becomes effective. The apparent successful competitor will be required to submit information concerning the DBEs that will participate in this Contract. The information will include the name

and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the Contract. If the Bidder fails to achieve the Contract expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A Proposal that fails to meet these requirements will be considered nonresponsive.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

D. Definition of DBE: A DBE is a small business that is both owned and controlled by minorities or both owned and controlled by women. This means that 51 percent of the business must be owned by minorities and/or women and that they must control the management and daily operation of the business.

E. Contractor Efforts to Meet DBE Subcontract Expectancies:

1. Bidders that have not met the expectancy stated in the DBE Expectancies section but wish to remain in competition must provide the Owner with written statements as to the reasons that the expectancy was not met. Those efforts may include, but are not necessarily limited to, the following:

a. Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the Owner to inform DBEs of contracting and subcontracting opportunities;

b. Whether the Contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

c. Whether the Contractor provided written notice to a reasonable number of specific DBEs certified by the Owner that their interest in the Contract was being solicited in sufficient time to allow the DBEs to participate effectively;

d. Whether the Contractor followed up initial solicitations of interest by contacting DBEs certified by the Owner to determine with certainty whether the DBEs were interested;

e. Whether the Contractor selected portions of the Work to be performed by DBEs certified by the Owner in order to increase the likelihood of meeting the good faith efforts and, in the case of federally funded projects, the DBE expectancy (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

f. Whether the Contractor provided interested DBEs certified by the Owner with adequate information about the Plans, Specifications, or requirements of the Contract;

g. Efforts made by the Bidder to negotiate with DBEs certified by the Owner for specific subcontract work, including but not limited to:

(1) Names, addresses and phone numbers of DBEs that were contacted in this regard.

(2) A description of the information provided to DBEs regarding the Contract Documents pertaining to the subcontract work proposed to be performed.

(3) A statement as to why additional agreements were not reached with DBE firms.

h. Whether the Contractor negotiated in good faith with interested DBEs certified by the Owner; not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

i. Whether the Contractor made efforts to assist interested DBEs certified by the Owner in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor; and

j. Whether the Contractor effectively used the services of available minority community organizations; minority contractors' groups; local, state and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

F. Certification of Eligibility of DBEs: To ensure that DBEs are eligible, any DBE that wishes to participate must provide an eligibility certification to the Owner.

1. The City will accept any firm certified as a DBE under an authorized federal, state or local DBE certification program.

2. Any firm having questions regarding its eligibility as a DBE should contact the Owner regarding the certification requirements if it wishes to compete as a bona fide DBE under this Contract.

G. Bidder's DBE Assurance: Each Bidder shall submit a written assurance of its ability to meet the prescribed expectancy in its proposal. Proposals received that do not contain this assurance or have not given acceptable reasons for not meeting the expectancy will be considered nonresponsive and may be ineligible for award of the Contract.

IV. EXAMINATION OF CONDITIONS AFFECTING WORK

A. Prior to submitting a proposal, each Bidder shall examine and thoroughly familiarize himself with all existing conditions, including all applicable laws, codes, ordinances, rules and regulations that will affect his work. Bidders shall visit the project site, examine the grounds and all existing buildings, utilities, pavements and systems and shall ascertain all conditions that will in any manner affect work. Bidders shall ask the Architect/Engineer, in writing, for any additional information deemed necessary for them to be fully informed as to exactly what is to be expected prior to submitting a proposal.

V. INTERPRETATIONS

A. Each Bidder shall carefully examine the plans and the Contract Documents and all Addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a proposal. Should a Bidder find discrepancies or ambiguities in, or omission from, the Contract Documents, or should he be in doubt as to their meaning, he shall at once, and in any event, not later than seven days prior to receipt of bid, notify the Architect/Engineer in writing who will send written Addenda to all Bidders where necessary. Bidders shall not be entitled to rely upon any oral instructions or interpretations by the Architect/Engineer. All Addenda sent to Bidders will become a part of the Contract Documents. All technical inquiries shall be directed to **RS&H, Inc.**, 4525 Airport Approach Road, Duluth, Minnesota 55811, (218) 722-1227, Attention: Mr. Darren Christopher. No allowance will be made after proposals are received due to oversight by Bidder.

VI. SUBSTITUTIONS

A. The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The Bidder is responsible for assuring that all supplies, subcontractors, and vendors conform to the Contract requirements.

B. No substitution will be considered prior to receipt of bids unless written request for approval has been submitted in the proper format not less than seven (7) days prior to the receipt of bids. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect/Engineer's decision of approval or disapproval of a proposed substitution is final.

In making requests for substitutions, the Bidder shall list the particular system, product, or material he wishes to substitute, and the justification for such a request. Requests submitted shall include any and all adjustments of that any other work affected thereby.

C. If the Architect/Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addenda. Bidders shall not rely on approvals made in any other manner.

D. No substitutions will be considered after the receipt of bids except as specifically provided for in the Contract Documents.

VII. PREPARATION AND SUBMISSION OF PROPOSAL

A. Sealed Proposals for the construction of the Project generally described will be received until the time and date stated in the "Invitation to Bid."

B. The Proposal shall be on the "Proposal Forms" provided; no other forms are acceptable.

C. Due to the allocation of funds, successful Bidders will be required to provide verified breakdown of costs of Work in a manner acceptable to the Architect/Engineer and Owner.

D. Each proposal submitted shall be placed in a sealed opaque envelope plainly marked with the Project numbers, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed Proposal, marked as indicated above, shall be enclosed in an additional envelope and sent by registered mail with return receipt requested. The Owner will in no way be responsible for delays caused by the U. S. Postal service or any other deliverer of the Proposal, or for delay received on or before the time and at the place designated in the "Invitation to Bid". Proposals received after the specified opening time shall be returned to the Bidder unopened. The envelope shall contain the signed original and two complete copies of:

Bid Packet Provided

Form of Proposal

Surety's Bond Affidavit (on forms provided)

Certification of Non-Segregated Facilities

Certification to Bidder Regarding EEO

Non-Collusion Affidavit

Forms 1 & 2 for Demonstration of Good Faith Efforts (DBE)

Proposal Bond (or Cashier's check)

E. The Bidder must submit his Proposal on the forms furnished by the Owner. All blank spaces in the Proposal forms must be correctly filled in where indicated and the Bidder must state the price(s) (written in ink) both in words and numerals. **The words, unless obviously incorrect, will govern.**

F. Proposals shall be submitted as indicated in the "Proposal Form" and shall be signed in blue ink by an official of the firm submitting the Proposal.

G. Erasures or other changes in a Proposal shall be explained or noted over the initials or signature of the Bidder.

H. Proposals containing reservations, conditions, omissions, unexplained erasures or alternations, items not required in the bid or irregularities of any kind may be rejected by the Owner.

I. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him/her with his/her usual signature.

J. A proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.

K. A proposal submitted by a corporation shall be executed in the legal name of the corporation and signed by the President or Vice President. The name of each person signing the Proposal shall be typed or printed below the signature.

L. When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records.

M. The Bidder must supply all information required.

N. The Proposal must be accompanied by a Proposal Bond and Surety's Bond Affidavit executed on the forms provided or a Cashier's Check payable to the Owner in an amount equal to not less than five percent (5%) of the bid. If a Bidder withdraws its Proposal within 90 days from the date on which bids are opened, or if a Bidder is awarded the Contract but fails, refuses or neglects to execute the Contract or to furnish acceptable and required Certificates of Insurance, and Payment and Performance Bonds within 20 days after receipt of written Notice of Award and Acceptance, then the amount of this Bond or check shall be paid to, or retained by the Owner as liquidated damages.

O. Proposals which are electronically transmitted will not be accepted.

VIII. TAX EXEMPT CERTIFICATE

A. If the Bidder desires a tax-exempt certificate, it shall be obtained from the State of Minnesota and not through the Owner.

IX. DISQUALIFICATION OF BIDDERS

A. Bidders will be disqualified and their proposals not considered for any of the following reasons:

1. Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect;

2. Reasonable grounds for believing that any bidder is interested in more than one proposal for work contemplated or materials to be furnished;

3. Reason for believing that collusion exists among the bidders;

4. Where the bidder has an interest in any litigation or arbitration claim against the Owner or Architect/Engineer or has defaulted on a previous Contract;

5. Lack of competency, as revealed by the Statement of Bidder's Qualifications, etc.;

6. Uncompleted work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

X. SURETY BONDS

A. With the execution and delivery of the Contract, the Bidder shall furnish and file with the Owner in the amounts herein required the following surety bonds:

Performance Bond and Labor and Materials Payment Bond, if the total awarded Contract price exceeds \$25,000.00, in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work.

The warranty shall begin on the date of official acceptance of the completed installation by resolution of the Owner.

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation or arbitration claim against the Owner. All bonds shall be made on forms furnished herein and shall be executed by surety companies licensed to do business in the State of Florida and acceptable to the Owner. Each bond shall be executed by the Bidder and the surety and the bonds shall bear the same date as, or a date subsequent to that of the Contract.

Should any surety on the Contract be determined unsatisfactory at any time by the Owner, notice will be given to the Bidder to that effect and the Bidder shall forthwith substitute a new surety or sureties satisfactory to the Owner. No payment will be made under the Contract until the new surety or sureties, as required, have qualified and been accepted by the Owner. The Contract shall not be operative nor shall any payments be due until approval of the bond has been made by the Owner.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the Bidder as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.