

The City of Sugar City, Idaho

Resolution No.: 2019 - 8

"A Resolution to Award a Project to Hill & Son Excavating, LLC, for the improvement of a Part of the 3rd South Road Located Just West of the Railroad Tracks encompassing One City Block."

WHEREAS, the Council of the City of Sugar City, Idaho desires to award a project to Hill & Son Excavating, LLC, for the purpose of improving a part of 3rd South, located just west of the railroad tracks, and running one city block; and

WHEREAS, Hill & Son Excavating, LLC was the winning bid to perform the aforementioned work, and is willing to do so as of the awarding of the project; and

WHEREAS, the Council of the City of Sugar City, Idaho feels the improvements to this part of 3rd South are critical to the interests of the city;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SUGAR CITY, AS FOLLOWS:

The City Council of the City of Sugar City, Idaho hereby approves the attached notice of award in the amount of \$97,802.75 to Hill & Son Excavating, LLC, and authorizes the Mayor to execute the any and all documents necessary to the project.

PASSED by the Council of the City of Sugar City on this 12th day of September, 2019

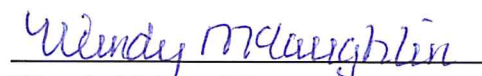
APPROVED by the Mayor of the City of Sugar City on this 12th day of September, 2019.

(SEAL)



David D. Ogden,
Mayor

ATTEST:


Wendy McLaughlin,
City Clerk - Treasurer

NOTICE OF AWARD

Date of Issuance: **9 September 2019**

Owner: **Sugar City, Idaho**

Owner's Contract No.:

Engineer: **The Dyer Group, LLC**

Engineer's Project No.:

Project: **W 3rd South Reconstruction**

Contract Name:

W 3rd South Reconstruction

Bidder: **Hill & Son Excavating, LLC**

Bidder's Address: **PO Box 886, Rexburg, ID 83440**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **23 August 2019** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **W 3rd South Reconstruction**.

The Contract Price of the awarded Contract is: **\$97,802.75** subject to final quantities and unit prices.

[2] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [2] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6. **Not required.**
3. Other conditions precedent (if any): **none.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Sugar City, Idaho**

Authorized Signature

By: **David D. Ogden**

Title: **Mayor**

Copy: Engineer

NOTICE TO PROCEED

Owner: **Sugar City, Idaho** Owner's Contract No.:
Contractor: **Hill & Son Excavating, LLC** Contractor's Project No.:
Engineer: **The Dyer Group, LLC** Engineer's Project No.:
Project: **W 3rd South Reconstruction** Contract Name: **W 3rd South Reconstruction**
Effective Date of Contract: **10 September 2019**

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 2019. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

None.

Owner: **Sugar City, Idaho**

Authorized Signature

By:

Title: **David D. Ogden, Mayor**

Date Issued:

Copy: Engineer