

ADDENDUM NUMBER FOUR
TOWN OF VASS PHASE 2 SEWER EXTENSION PROJECT
IFB 2022-05
MOORE COUNTY, NORTH CAROLINA

This Addendum Number Four is issued this 15th day of June 2022, to all parties who hold a set of Bid Documents for the project entitled "TOWN OF VASS PHASE 2 SEWER EXTENSION PROJECT." This Addendum Number Four shall become part of the Contract Documents, and its receipt acknowledged on the Bid Documents at the time of bidding.

The following changes and clarifications shall be made to the Contract Documents:

General

1. **BID DATE CHANGE:** Sealed bids will be received at the Moore County Financial Services Department, located at 206 South Ray Street, Carthage, North Carolina, until **4:00 p.m. on July 12, 2022**, and will then be publicly opened and ready aloud.

Bid Schedule

1. The Bid Schedules for Contracts 1, 2 and 3 have been updated to include a Bid Allowance for 8" SDR 26 PVC Gravity pipe. The Owner will be responsible for procuring the pipe and the fixed-price procurement contract (with updated allowance) will be transferred to the contractor at the effective date of the agreement for the construction contract. Bid Document Specifications shall be updated as described herein. The Bid Schedules for Contracts 1, 2 and 3 have been updated accordingly and are attached.

Specifications

1. Instructions to Bidders (C-200) – The following paragraph shall be added to Article 22 - Contracts to be Assigned:

22.01. Owner as "Buyer" **will execute** a procurement contract with a **PVC Gravity Pipe Supplier** as "Seller" for the procurement of goods and special services for the **Vass Phase 2 Sewer Extension Project**. The materials and equipment to be provided through the procurement contract are to be furnished and delivered to the Site for unloading and installation by Contractor. Owner will assign said procurement contract to Contractor as set forth in the Agreement. Contractor will accept the assignment, as Buyer (Contractor/Assignee), and will be responsible to Owner for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor.
2. Bid Form Contract 1 (C-410), Bid Form Contract 2 (C-410), Bid Form Contract 3 (C-410) – The following paragraph shall be added to Article 7 – Bidder's Acknowledgements in each of these contracts:

7.04. Assignment of Contracts

Bidder acknowledges the provisions of the Agreement as to the assignment of the specified contract for procurement of goods and special services for the **Vass Phase 2 Sewer Extension Project**.

3. Contract Agreement (C-520) – The following article shall be added to the section:

Article 9 - Miscellaneous

9.01 The contract between Owner as “Buyer” and a **PVC Gravity Pipe Supplier** as “Seller” for procurement of goods and special services (“Procurement Contract”) for the **Vass Phase 2 Sewer Extension Project will be** assigned to Contractor by Owner, and Contractor **will accept** such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.

9.02 This assignment will occur on **the Effective Date of the Agreement** and will relieve the Owner as Buyer from all further obligations and liabilities under the Procurement Contract. Contractor, as Buyer (Contractor/Assignee) following assignment, will assume full responsibility to Owner for the performance of obligations by Seller, which will be Contractor’s Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the Procurement Contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor. Except as noted in the Procurement Contract, all rights, duties, and obligations of Engineer to Buyer and Seller under the Procurement Contract will cease upon assignment.

9.03 A copy of the assigned Procurement Contract is attached.

This Addendum Number Four is issued this the 15th day of June 2022.

David L. Honeycutt, P.E.



**5 Regional Circle, Suite A
Pinehurst, North Carolina 28374**

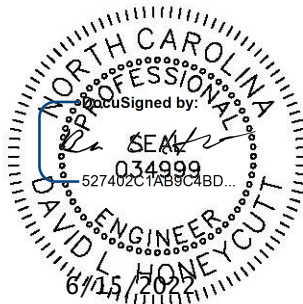


EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as “Owner”) and Contractor/Assignee (as “Contractor”).

The Procurement Contract between [insert name of original Buyer] (“Buyer”) and [insert name of Seller] (“Seller”) for furnishing Goods and Special Services entitled [insert name/designation of Procurement Contract] (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 9 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

(typed or printed name of organization)

By: _____ Date: _____
(individual’s signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

(typed or printed name of organization)

By: _____ Date: _____
(individual’s signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

(typed or printed name of organization)

By: _____ Date: _____
(individual’s signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

BID FORM FOR

CONSTRUCTION CONTRACT 1

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

County of Moore

206 South Ray Street

Carthage, North Carolina 28327

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- ~~F. Required Bidder Qualification Statement with supporting data; and~~
- ~~G. [List other documents and edit above as pertinent].~~
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
- ~~J. [List other documents and edit above as pertinent].~~
- K. E-Verify

L. Minority Participation Certification

M. Non-collusion Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

~~A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:~~

~~1. Lump Sum Price (Single Lump Sum)~~

Lump Sum Bid Price	\$
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~~2. Lump Sum Price (Base Bid and Alternates)~~

Lump Sum Bid Price for Base Bid	\$
Alternate A [Add] [Deduct]	\$
Alternate B [Add] [Deduct]	\$

~~3. Lump Sum Price (Sectional Lump Sum Bids)~~

Lump Sum Bid Price for Section I only	\$
Lump Sum Bid Price for Section II only	\$
Lump Sum Bid Price for Section I and II	\$

~~B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

Lump Sum for Cash Allowance 1	\$
Lump Sum for Cash Allowance 2	\$
Lump Sum for Cash Allowance 3	\$
Total for all Lump Sum for Cash Allowances	\$

~~C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

Lump Sum Contingency Allowance 1	\$
Lump Sum Contingency Allowance 2	\$
Lump Sum Contingency Allowance 3	\$
Total for all Lump Sum Contingency Allowances	\$

3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

**CONTRACT 1 BID SCHEDULE
VASS PHASE 2 SEWER EXTENSION
MOORE COUNTY, NORTH CAROLINA**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT
CONTRACT 1					
1.	Mobilization (Maximum 3% of Total Construction)	LS	1		
2A.	8" SDR 26 PVC Sewer Line Installation	LF	11,425		
2B	8" SDR 26 PVC Sewer Line Pipe Material Allowance	LF	11,425	\$20.00	\$228,500
3.	8" DIP Class 350 Sewer Line	LF	1,786		
4.	4' Diameter Precast Manhole, 0'-8' Depth	EA	43		
5.	4' Diameter Precast Manhole, 8'-12' Depth	EA	6		
6.	5' Diameter Precast Manhole, 8'-12' Depth	EA	1		
7.	5' Diameter Precast Manhole, 12' + Depth	EA	3		
8.	Inside Drop Manhole Connection	EA	2		
9.	4' Diameter Doghouse Manhole	EA	1		
10.	Add Watertight Lid on 4' Dia. Manhole	EA	5		
11.	18-inch Steel Encasement Pipe by Bore and Jack with 8" DIP Carrier Pipe, Secondary Roads	LF	125		
12.	2" SDR 21 PVC Force Main	LF	2,052		
13.	NOT USED	-	-	-	-
14.	Dry Bore 2" Force Main	LF	50		
15.	NOT USED	-	-	-	-
16.	Connect to Existing Manhole	EA	4		
17.	Sewer Tap with Wye and Cleanout	EA	57		
18.	4" PVC Service Lateral by Open Cut	LF	1,600		
19.	4" PVC Service Lateral by Bore	LF	2,050		
20.	Ductile Iron Fittings	LB	1,000		
21.	NOT USED	-	-	-	-
22.	NOT USED	-	-	-	-
23.	2" Asphalt Overlay	SY	2,900		
24.	Asphalt Road Repair	LF	4,200		
25.	Asphalt Drive Repair	LF	225		
26.	Concrete Drive Repair	LF	100		
27.	Gravel Drive Repair	LF	2,200		
28.	Washed Stone Pipe Embedment (wet conditions)	TN	200		
29.	Select Backfill	CY	800		
30.	Silt Fence	LF	15,000		
31.	Rip Rap Check Dams	EA	86		
32.	Coir Fiber Wattles	LF	3,200		
33.	Temporary Ditch Liner	SY	4,400		
34.	Pipe and Catch Basin Inlet Protection	EA	17		
35.	Outlet Protection	EA	12		
36.	Traffic Control	LS	1		
TOTAL OF CONTRACT 1 UNIT PRICE BID ITEMS					\$
(WRITE OUT CONTRACT 1 TOTAL BID PRICE IN WORDS)					

EJCDC® C-410, Bid Form for Construction Contract 1

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

ALTERNATE BID NO. 1 (4" PVC WATER MAIN)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
A1	4" SDR-21 PVC Force Main <u>in lieu of</u> Item No. 12 - 2" SDR-21 PVC Force Main. Unit price shall be an <u>addition to</u> or a <u>deduction from</u> the unit price provided in Item No. 12 for 2" SDR-21 PVC Force Main	LF	2052	Add or Deduct (circle one)	

Note: Alternate bid unit price will be added or deducted from the unit price for line item 12 to determine total unit price for 4" force main.

ALTERNATE BID NO. 2 (DRY BORE 4" FORCE MAIN)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
A2	Dry Bore 4" Force Main <u>in lieu of</u> Item No. 14 - Dry Bore 2" Force. Unit price shall be an <u>addition to</u> or a <u>deduction from</u> the unit price provided in Item No. 14 for Dry Bore 2" Force Main	LF	50	Add or Deduct (circle one)	

Note: Alternate bid unit price will be added or deducted from the unit price for line item 14 to determine total unit price for dry bore 4" force main.

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 **Total Contract 1 Bid Price (Lump Sum and Unit Prices)**

Total Contract 1 Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ _____
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3.04 **Multiple Contract Provisions**

A. Contractor will accept award of the following other contracts combined with Contract 1 to be completed concurrently.

- Contract 2 ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 1 and 2 \$ _____

Total Contract Time for combined Contract 1 and 2 shall be:

Substantial Completion: 330 days,

Final Completion: 360 days

- Contract 3 ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 1 and 3 \$ _____

Total Contract Time for combined Contract 1 and 3 shall be:

Substantial Completion: 330 days,

Final Completion: 360 days

3. Contract 2 and 3 ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 1, 2 and 3 \$ _____

Total Contract Time for combined Contract 1, 2 and 3 shall be:

Substantial Completion: 365 days,

Final Completion: 395 days

ARTICLE 4—BASIS OF BID—COST PLUS FEE

4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.

4.02 Contractor's Fee

A. Contractor's fee will be ~~[number]~~ percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.

1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$~~[insert cap amount]~~, subject to increases or decreases for changes in the Work.

B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$~~[insert cap amount]~~, subject to increases or decreases for changes in the Work.

C. Contractor's fee will be the fixed sum of \$~~[number]~~.

4.03 Guaranteed Maximum Price

A. The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$~~[Bidder fill in GMP]~~.

Deleted

ARTICLE 5—PRICE PLUS TIME BID

5.01 *Price Plus Time Contract Award (Stipulated Price Contract)*

A. The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description		Amount
A	1. Total Bid Price		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

5.02 *Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description		Amount
A	1. Guaranteed Maximum Price		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s 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 visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and 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, **including all American Iron and Steel requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer 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 Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

8.02 *Bidder's Certifications*

- A. 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 the purposes of this Paragraph 8.02.A:
 - 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.

BIDDER hereby submits this Bid as set forth above:

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:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable) _____

BID FORM FOR

CONSTRUCTION CONTRACT 2

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

County of Moore

206 South Ray Street

Carthage, North Carolina 28327

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- ~~F. Required Bidder Qualification Statement with supporting data; and~~
- ~~G. [List other documents and edit above as pertinent].~~
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
- ~~J. [List other documents and edit above as pertinent].~~
- K. E-Verify

L. Minority Participation Certification

M. Non-collusion Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
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2. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$
Alternate A [Add] [Deduct]	\$
Alternate B [Add] [Deduct]	\$

3. Lump Sum Price (Sectional Lump Sum Bids)

Lump Sum Bid Price for Section I only	\$
Lump Sum Bid Price for Section II only	\$
Lump Sum Bid Price for Section I and II	\$

B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Cash Allowance 1	\$
Lump Sum for Cash Allowance 2	\$
Lump Sum for Cash Allowance 3	\$
Total for all Lump Sum for Cash Allowances	\$

C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum Contingency Allowance 1	\$
Lump Sum Contingency Allowance 2	\$
Lump Sum Contingency Allowance 3	\$
Total for all Lump Sum Contingency Allowances	\$

3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

**CONTRACT 2 BID SCHEDULE
VASS PHASE 2 SEWER EXTENSION
MOORE COUNTY, NORTH CAROLINA**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT
CONTRACT 2					
1.	Mobilization (Maximum 3% of Total Construction)	LS	1		
2A.	8" SDR 26 PVC Sewer Line Installation	LF	6,073		
2B	8" SDR 26 PVC Sewer Line Pipe Material Allowance	LF	6,073	\$20.00	\$121,460
3.	8" DIP Class 350 Sewer Line	LF	1,118		
4.	4' Diameter Precast Manhole, 0'-8' Depth	EA	19		
5.	4' Diameter Precast Manhole, 8'-12' Depth	EA	4		
6.	5' Diameter Precast Manhole, 8'-12' Depth	EA	1		
7.	5' Diameter Precast Manhole, 12' + Depth	EA	8		
8.	Inside Drop Manhole Connection	EA	2		
9.	NOT USED	-	-	-	-
10.	Add Watertight Lid on 4' Dia. Manhole	EA	2		
11.	18-inch Steel Encasement Pipe by Bore and Jack with 8" DIP Carrier Pipe, Secondary Roads	LF	100		
12.	NOT USED	-	-	-	-
13.	6" DR 18 C-900 PVC Force Main	LF	3,315		
14.	NOT USED	-	-	-	-
15.	6" DR 9 HDPE by Horizontal Directional Drill	LF	403		
16.	Connect to Existing Manhole	EA	1		
17.	Sewer Tap with Wye and Cleanout	EA	33		
18.	4" PVC Service Lateral by Open Cut	LF	1,600		
19.	4" PVC Service Lateral by Bore	LF	2,050		
20.	Ductile Iron Fittings	LB	1,000		
21.	6" Plug Valve	EA	2		
22.	Air Release Valve	EA	2		
23.	2" Asphalt Overlay	SY	400		
24.	Asphalt Road Repair	LF	700		
25.	Asphalt Drive Repair	LF	55		
26.	Concrete Drive Repair	LF	50		
27.	Gravel Drive Repair	LF	700		
28.	Washed Stone Pipe Embedment (wet conditions)	TN	75		
29.	Select Backfill	CY	100		
30.	Silt Fence	LF	4,800		
31.	Rip Rap Check Dams	EA	11		
32.	Coir Fiber Wattles	LF	500		
33.	Temporary Ditch Liner	SY	800		
34.	Pipe and Catch Basin Inlet Protection	EA	17		
35.	Outlet Protection	EA	12		
36.	Traffic Control	LS	1		
TOTAL OF CONTRACT 2 UNIT PRICE BID ITEMS					\$
(WRITE OUT CONTRACT 2 TOTAL BID PRICE IN WORDS)					

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 **Total Contract 2 Bid Price (Lump Sum and Unit Prices)**

Total Contract 2 Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ _____
---	----------

3.04 **Multiple Contract Provisions**

A. Contractor will accept award of the following other contracts combined with Contract 2 to be completed concurrently.

1. **Contract 1** ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 1 and 2 \$ _____

Total Contract Time for combined Contract 1 and 2 shall be:

Substantial Completion: 330 days,

Final Completion: 360 days

2. **Contract 3** ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 2 and 3 \$ _____

Total Contract Time for combined Contract 2 and 3 shall be:

Substantial Completion: 330 days,

Final Completion: 360 days

3. **Contract 1 and 3** ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 1, 2 and 3 \$ _____

Total Contract Time for combined Contract 1, 2 and 3 shall be:

Substantial Completion: 365 days,

Final Completion: 395 days

ARTICLE 4—BASIS OF BID—COST PLUS FEE

4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.

4.02 *Contractor's Fee*

A. Contractor's fee will be ~~{number}~~ percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.

1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed ~~\${insert cap amount}~~, subject to increases or decreases for changes in the Work.

B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed ~~\${insert cap amount}~~, subject to increases or decreases for changes in the Work.

C. Contractor's fee will be the fixed sum of ~~\${number}~~.

4.03 *Guaranteed Maximum Price*

A. The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed ~~\${Bidder fill in GMP}~~.

Deleted

ARTICLE 5—PRICE PLUS TIME BID

5.01 *Price-Plus-Time Contract Award (Stipulated Price Contract)*

A. The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description	Amount
A	1. Total Bid Price	\${number}

	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$/[number]/day	
B	4. Adjustment Amount (2 x 3)		\$/[number]
A+B	5. Amount for Comparison of Bids		\$/[number]

B. The purpose of the process in the table above is only to calculate the lowest price-plus-time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

5.02 *Price-Plus-Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description		Amount
A	1. Guaranteed Maximum Price		\$/[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$/[number]/day	
B	4. Adjustment Amount (2 x 3)		\$/[number]
A+B	5. Amount for Comparison of Bids		\$/[number]

B. The purpose of the process in the table above is only to calculate the lowest price-plus-time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder agrees that the Work will be substantially complete on or before ~~[Bidder inserts date]~~, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ~~[Bidder inserts date]~~.

Deleted

6.03 Bidder agrees that the Work will be substantially complete within ~~[Bidder inserts number]~~ calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in

~~accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s 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 visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and 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, **including all American Iron and Steel requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer 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 Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

8.02 *Bidder's Certifications*

- A. 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 the purposes of this Paragraph 8.02.A:
 - 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.

BIDDER hereby submits this Bid as set forth above:

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:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable) _____

BID FORM FOR

CONSTRUCTION CONTRACT 3

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

County of Moore

206 South Ray Street

Carthage, North Carolina 28327

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- ~~F. Required Bidder Qualification Statement with supporting data; and~~
- ~~G. [List other documents and edit above as pertinent].~~
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
- ~~J. [List other documents and edit above as pertinent].~~
- K. E-Verify

L. Minority Participation Certification

M. Non-collusion Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

~~A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:~~

~~1. Lump Sum Price (Single Lump Sum)~~

Lump Sum Bid Price	\$
-------------------------------	---------------

~~2. Lump Sum Price (Base Bid and Alternates)~~

Lump Sum Bid Price for Base Bid	\$
Alternate A [Add] [Deduct]	\$
Alternate B [Add] [Deduct]	\$

~~3. Lump Sum Price (Sectional Lump Sum Bids)~~

Lump Sum Bid Price for Section I only	\$
Lump Sum Bid Price for Section II only	\$
Lump Sum Bid Price for Section I and II	\$

~~B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

Lump Sum for Cash Allowance 1	\$
Lump Sum for Cash Allowance 2	\$
Lump Sum for Cash Allowance 3	\$
Total for all Lump Sum for Cash Allowances	\$

~~C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

Lump Sum Contingency Allowance 1	\$
Lump Sum Contingency Allowance 2	\$
Lump Sum Contingency Allowance 3	\$
Total for all Lump Sum Contingency Allowances	\$

3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

**CONTRACT 3 BID SCHEDULE
VASS PHASE 2 SEWER EXTENSION
MOORE COUNTY, NORTH CAROLINA**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT
CONTRACT 3					
1.	Mobilization (Maximum 3% of Total Construction)	LS	1		
2A.	8" SDR 26 PVC Sewer Line Installation	LF	12,795		
2B	8" SDR 26 PVC Sewer Line Pipe Material Allowance	LF	12,795	\$20.00	\$255,900
3.	8" DIP Class 350 Sewer Line	LF	2,712		
4.	4' Diameter Precast Manhole, 0'-8' Depth	EA	35		
5.	4' Diameter Precast Manhole, 8'-12' Depth	EA	22		
6.	5' Diameter Precast Manhole, 8'-12' Depth	EA	2		
7.	5' Diameter Precast Manhole, 12' + Depth	EA	6		
8.	Inside Drop Manhole Connection	EA	1		
9.	NOT USED	-	-	-	-
10.	Add Watertight Lid on 4' Dia. Manhole	EA	24		
11.	18-inch Steel Encasement Pipe by Bore and Jack with 8" DIP Carrier Pipe, HWY US-1	LF	295		
12.	NOT USED	-	-	-	-
13.	NOT USED	-	-	-	-
14.	NOT USED	-	-	-	-
15.	NOT USED	-	-	-	-
16.	Connect to Existing Manhole	EA	4		
17.	Sewer Tap with Wye and Cleanout	EA	67		
18.	4" PVC Service Lateral by Open Cut	LF	1,600		
19.	4" PVC Service Lateral by Bore	LF	2,050		
20.	NOT USED	-	-	-	-
21.	NOT USED	-	-	-	-
22.	NOT USED	-	-	-	-
23.	2" Asphalt Overlay	SY	1,500		
24.	Asphalt Road Repair	LF	1,700		
25.	Asphalt Drive Repair	LF	160		
26.	Concrete Drive Repair	LF	40		
27.	Gravel Drive Repair	LF	350		
28.	Washed Stone Pipe Embedment (wet conditions)	TN	75		
29.	Select Backfill	CY	300		
30.	Silt Fence	LF	5,000		
31.	Rip Rap Check Dams	EA	12		
32.	Coir Fiber Wattles	LF	3,100		
33.	Temporary Ditch Liner	SY	2,200		
34.	Pipe and Catch Basin Inlet Protection	EA	6		
35.	Outlet Protection	EA	5		
36.	Traffic Control	LS	1		
TOTAL OF CONTRACT 3 UNIT PRICE BID ITEMS					\$
(WRITE OUT CONTRACT 3 TOTAL BID PRICE IN WORDS)					

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B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 **Total Contract 3 Bid Price (Lump Sum and Unit Prices)**

Total Contract 3 Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ _____
---	----------

3.04 **Multiple Contract Provisions**

A. Contractor will accept award of the following other contracts combined with Contract 3 to be completed concurrently.

1. **Contract 1** ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 1 and 3 \$ _____

Total Contract Time for combined Contract 1 and 3 shall be:

Substantial Completion: 330 days,

Final Completion: 360 days

2. **Contract 2** ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 2 and 3 \$ _____

Total Contract Time for combined Contract 2 and 3 shall be:

Substantial Completion: 330 days,

Final Completion: 360 days

3. **Contract 1 and 2** ___ Yes ___ No

Deduct in Mobilization if awarded Contracts 1, 2 and 3 \$ _____

Total Contract Time for combined Contract 1, 2 and 3 shall be:

Substantial Completion: 365 days,

Final Completion: 395 days

ARTICLE 4—BASIS OF BID—COST PLUS FEE

4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.

4.02 *Contractor's Fee*

A. Contractor's fee will be ~~[number]~~ percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.

1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

B. ~~Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

C. ~~Contractor's fee will be the fixed sum of \$[number].~~

4.03 *Guaranteed Maximum Price*

A. ~~The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

Deleted

ARTICLE 5—PRICE PLUS TIME BID

5.01 *Price Plus Time Contract Award (Stipulated Price Contract)*

A. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\$(number)
	2. Total number of calendar days to substantially complete the Work	[number] days	

	3. Liquidated Damages Rate (from Agreement)	\$/[number]/day	
B	4. Adjustment Amount (2 x 3)		\$/[number]
A+B	5. Amount for Comparison of Bids		\$/[number]

B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

5.02 *Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description		Amount
A	1. Guaranteed Maximum Price		\$/[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$/[number]/day	
B	4. Adjustment Amount (2 x 3)		\$/[number]
A+B	5. Amount for Comparison of Bids		\$/[number]

B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder agrees that the Work will be substantially complete on or before ~~[Bidder inserts date]~~, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ~~[Bidder inserts date]~~.

Deleted

6.03 Bidder agrees that the Work will be substantially complete within ~~[Bidder inserts number]~~ calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in

~~accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s 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 visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and 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, **including all American Iron and Steel requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer 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 Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

8.02 *Bidder's Certifications*

- A. 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 the purposes of this Paragraph 8.02.A:
 - 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.

BIDDER hereby submits this Bid as set forth above:

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:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable) _____