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BID FORM
FOR CONSTRUCTION CONTRACTS
(REVISED AS ADDENDUM #3)

Prepared by



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BID FORM

Building 250 WTP at Aberdeen Area APG – General Construction Phase

City of Aberdeen, Maryland

CONTRACT # 18-10

October 2017

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*The City of Aberdeen City Hall,
60 North Parke Street,
Aberdeen Maryland, 21001*

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 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>December 20, 2017</u>
<u>2</u>	<u>January 26, 2018</u>
<u>3</u>	<u>February 05, 2018</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-5.03 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable "technical data."
- E. 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 any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "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;
 - 3. "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; and
 - 4. "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.

PART B – UNIT PRICE ITEMS

B-1	8" Diameter Micropiles for Building 250 as per Section 02390	LF	1,500	\$ _____	\$ _____
B-2	This item of work shall consist of repairing cracks in the existing concrete of Building 252.	LF	120	\$ _____	\$ _____
B-3	Control System hardware Allowance as per Section 17441A – (Enter \$100,000)	\$		\$ <u>100,000.00</u>	\$ <u>100,000.00</u>

TOTAL FOR PART B \$ _____

PART C –CONTINGENT UNIT PRICE ITEMS

C-1	Contingent Test Pits	CY	50	\$ _____	\$ _____
C-2	Contingent Unclassified Excavation	CY	100	\$ _____	\$ _____
C-3	Contingent Placement of On-Site Fill or Backfill Material	CY	100	\$ _____	\$ _____
C-4	Contingent Borrow Material, A-1, A-2-4, A-2-6, or A-3	CY	100	\$ _____	\$ _____
C-5	Contingent DG Aggregate, GA-Base or MDSHA CR-6	CY	100	\$ _____	\$ _____
C-6	Contingent OGC Aggregate, MDSHA No. 57 Aggregate	CY	50	\$ _____	\$ _____

C-7	Contingent Geotextile	SY	50	\$ _____	\$ _____
C-8	Contingent Sheeting Left In-Place	SF	400	\$ _____	\$ _____

TOTAL FOR PART C \$ _____

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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Part A and Part B = BASE BID PRICE \$ _____

Total of Part A, Part B and Part C = TOTAL BID PRICE \$ _____

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 Article 4 of the Agreement.
 - A. Alternatively Bidder is agreeing to substantially complete this project in _____ calendar days. This value must be less than calendar days indicated in the Article 4 of the Agreement.
- 6.02 Bidder accepts the provisions of the Article 4 of the Agreement as to liquidated damages.
- 6.03 Bidder shall submit a proposed schedule for this project to assure Owner that they understand complexity, and willing to do several parallel construction activities to meet this schedule. This schedule must include Owner supplied equipment and other subcontractors activities as per Section 01100, Para 1.03C.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security, if required;
 - B. Evidence of authority to do business in Maryland; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: _____;

- D. Affidavit of Non-Collusion
- E. Affidavit of Qualification to Bid
- F. Listing of Subcontractors
- G. Listing of Project References
- H. Indemnification Agreement
- I. Bidder's proposed Construction Phase Schedule

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

AFFIDAVIT OF NON-COLLUSION

Bid of _____ to perform all work in accordance with the Specifications and Drawings relating to a contract for

City of Aberdeen Renovate Building 250 Water Treatment Plant – General Construction Phase

as set forth in the Contract Documents, on which bids will be received until but not after 2:00 p.m., local time, on the ____ day of _____, 20____, as set forth in the Notice to Bidders herein.

To the Mayor
City of Aberdeen, Maryland

In accordance with the advertisement of the City of Aberdeen, Maryland, inviting bids for the work herein before named and in accordance with the Specifications now on file in the Town Office, _____ do/does certify that _____ is/are the only person or persons interested in this bid and that the bid is made without collusion with any persons, firm or corporation; that an examination has been made of the Contract Documents, Specifications and Contract form contained herein, _____ do/does propose to furnish all necessary machinery, equipment, and material specified, and labor in whatever manner and sequence required.

Bidder Must Sign

Company Name: _____

Signature: _____

Address: _____

Telephone Number: _____

Date: _____

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the _____ and the duly authorized
(Title)

representative of the firm of _____ whose
(Name of Corporation)

address is _____ and that I
(Address)

possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any State or Federal Government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, pleas, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished to such other agencies as are hereinafter set forth and, where appropriate, to the Board of Public Works and to the Attorney General under Section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representatives set forth in this affidavit are not true and correct, any such agency may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under penalties of perjury that the contents of this affidavit are true and correct.

(Date)

(Signature)

LISTING OF SUBCONTRACTORS

Bidder _____

This document is an Attachment to the Bid and is a legally binding part thereof.

Each Bidder shall complete this “Listing of Subcontractors” in its entirety. Failure to do so shall render the Bid Form non-responsive and be grounds for its rejection by Owner.

The address of the subcontractor does not need to be completed at the time the bids are due, but may be delivered within 72 hours of the opening date and time. All other information pertaining to this document shall be provided in the bid envelope with the bid documents.

Type of Work	Subcontractor Name & Address	Subcontract Amount

Total Subcontracted Amount: \$ _____

Percent of Total Contract: _____

LIST OF PROJECT REFERENCES

Bidder _____

Each Bidder shall list the projects similar in scope, detail, and size completed within the past 5 years.

Project Name	Year Completed	Location	Contract Amount	Description of Work

**PROPOSED CONSTRUCTION PHASE SCHEDULE FOR
BUILDING 250 WTP RENOVATION-GC PHASE**

Bidder _____

Task/activity Name	Start date	End Date	Predecessors	Bar chart
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<p>BIDDERS NEED TO DEFINE ALL MAJOR TASK/ACTIVITIES AND RELATED SCHEDULE AND PREDECESSORS.</p> <p>MUST INCLUDE OWNER SUPPLIED EQUIPMENT AND OWNER'S SUBCONTRACTORS ACTIVITIES AS PRVIDED IN ADDEDNDUM #2</p>
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INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, of the State of Maryland, the Contractor-

_____ (hereafter referred to as the CONTRACTOR), shall indemnify and hold harmless the Owner – **CITY OF ABERDEEN – MARYLAND**, (hereafter referred to as the OWNER), ABERDEEN PROVING GROUND, OWNER'S agents, and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work – **GENERAL CONSTRUCTION PHASE FOR BUILDING 250 WATER TREATMENT PLANT**, (hereafter referred to as the WORK), provided that such a claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the WORK itself), including damages to public / private property as a direct result of paint overspray, but only to the extent caused by negligent acts or omissions of the CONTRACTOR, a Subcontractor (working for or under the direction of the CONTRACTOR or having a Contractual Agreement regarding the WORK, hereafter referred to as the SUBCONTRACTOR), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this document.

In claims against any person or entity indemnified by this agreement, by employee of the CONTRACTOR, a SUBCONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation set forth by this agreement, shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a SUBCONTRACTOR under workers' compensation acts, disability benefit acts or other employee benefit acts.

Duration of this agreement begins _____ and expires _____.

Contractors Corporation Name: _____

State of Incorporation: _____

Business Address: _____

Corporate Seal Signature: _____ Typed or Printed: _____

Owner: **City of Aberdeen - Maryland**

Business Address: _____

Owners Signature: _____ Typed or Printed _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.