

BID FORM

853W Zone Improvements - Phase I Transmission Mains

Rocky River Road & Secrest Short Cut Road

UCPW Project No. WT-061

TABLE OF CONTENTS

	Page
ARTICLE 1 – BID RECEIPT 3	3
ARTICLE 2 – Bidder’s Acknowledgements..... 3	3
ARTICLE 3 – Bidder’s Representations 3	3
ARTICLE 4 – Bidder’s Certification..... 4	4
ARTICLE 5 – Basis of Bid 5	5
ARTICLE 6 – Time of Completion..... 10	10
ARTICLE 7 – Attachments to this Bid..... 10	10
ARTICLE 8 – Defined Terms..... 10	10
ARTICLE 9 – Bid Submittal 11	11

ARTICLE 1 – BID RECEIPT

1.01 This Bid is submitted to:

**Vicky Watts, Senior Procurement Specialist
Union County Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112
704-283-3601
Email: vicky.watts@unioncountync.gov**

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 60 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>
_____	_____
_____	_____
_____	_____
_____	_____

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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- 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.

ARTICLE 5 – BASIS OF BID

5.01 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.

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization (Shall Not Exceed 3% of the Total Bid)	LS	1		
2a	Pipeline – 36” Ductile Iron Pipe	LF	7,830		
2b	Pipeline – 36” Restrained Joint Ductile Iron Pipe	LF	14,350		
2c	Pipeline – 16” Ductile Iron Pipe	LF	1,890		
2d	Pipeline – 16” Restrained Joint Ductile Iron Pipe	LF	1,310		
3a	36” Ductile Iron Fittings	LBS	262,100		
3b	16” Ductile Iron Fittings	LBS	4,700		
4a	36” Gate Valves	EA	9		
4b	16” Gate Valves	EA	3		
5a	Bore & Jack Creek Crossing – 54” Steel Casing with 36” Carrier Pipe	LF	66		
5b	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Rocky River Road Sta 35+56.94)	LF	55		
5c	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Goldmine Road)	LF	274		

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5d	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Westwood Industrial Dr)	LF	102		
5e	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Union Power Way)	LF	62		
5f	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Aeropointe Pkwy)	LF	130		
5g	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Rocky River Road STA 114+39.61)	LF	61		
5h	Bore & Jack Roadway Crossing – 30” Steel Casing with 16” Carrier Pipe (Rocky River Road W/L Sta 0+15.17 – Sheet C12)	LF	67		
5i	Bore & Jack Railroad Crossing – 54” Steel Casing with 36” Carrier Pipe	LF	200		
5j	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Old Charlotte Highway)	LF	81		
5k	Bore & Jack – 54” Steel Casing with 36” Carrier Pipe (STA 136+47.11)	LF	146		
5l	Bore & Jack – 54” Steel Casing with 36” Carrier Pipe (STA 140+39.36)	LF	265		
5m	Bore & Jack Roadway Crossing– 54” Steel Casing with 36” Carrier Pipe (US Route 74)	LF	149		
5n	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (James Hamilton Road)	LF	136		
5o	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Chatterleigh Drive)	LF	105		
5p	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Rocky River Road STA 228+96.13)	LF	80		

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5q	Bore & Jack Roadway Crossing – 54” Steel Casing with 36” Carrier Pipe (Myers Road)	LF	66		
5r	Bore & Jack Roadway Crossing – 30” Steel Casing with 16” Carrier Pipe (Secrest Short Cut Road)	LF	57		
6a	Open Cut Crossing – 54” Steel Casing with 36” Carrier Pipe (James Hamilton Road)	LF	136		
6b	Open Cut Crossing – 54” FRP SN46 Casing with 36” Carrier Pipe	LF	90		
7	Anti-Seep Collar – 36” Pipe	EA	3		
8a	Stream/Creek Crossing w/ Matting – 16” Pipe	LF	15		
8b	Stream/Creek Crossing w/ Matting – 36” Pipe	LF	105		
8c	Stream/Creek Crossing w/ Riprap – 36” Pipe	LF	140		
8d	Stream/Creek Crossing w/ Riprap – 36” Pipe (Dry Fork Creek)	LF	20		
8e	Stream/Creek Crossing w/ Riprap – 36” Pipe (Stewarts Creek)	LF	20		
9a	Air release valve manhole for 36” Transmission Main	EA	7		
9b	Air release valve manhole for 16” Transmission Main	EA	1		
10a	Manual air release valve for 36” Transmission Main	EA	18		
10b	Manual air release valve for 16” Transmission Main	EA	6		
11a	10” Blow Off	EA	5		
11b	2” Blow Off	EA	1		
12	Connection to Existing 36” Transmission Main (STA 10+00)	LS	1		
13	Existing 16” Water Main Connection to Proposed 36” Water Main (Station 58+21)	LS	1		

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
14	Existing 16" Water Main Connection to Proposed 16" Water Main (W/L Station 1+01.94 – Sheet C12)	LS	1		
15	Existing 16" Water Main Connection to Proposed 36" Water Main (Station 133+03)	LS	1		
16	Existing 16" Water Main Connection to Proposed 36" Water Main (Station 165+37)	LS	1		
17	Existing 6" Water Main Connection to Proposed 16" Water Main (Station 275+95)	LS	1		
18	Existing 8" Water Main Connection to Proposed 16" Water Main (Station 284+51)	LS	1		
19a	Abandon 16" Water Main	LS	1		
19b	Abandon 8" Water Main	LS	1		
19c	Abandon 2" Water Main	LS	1		
20	Remove and Replace Existing 8" & 12" Gravity Sewer	LF	400		
21	Asphalt Pavement Removal and Replacement	SY	1,900		
22	Fire Hydrant Assembly	EA	3		
23	Short Side Water Service	EA	1		
24	Long Side Water Service	EA	1		
25a	Gravel Driveway Repair	SY	2,250		
25b	Concrete Driveway Repair	SY	380		
26	Miscellaneous Concrete	CY	20		
27	Curb & Gutter Removal and Replacement	LF	200		
28	Trench Stabilization Stone	CY	2,300		
29a	Erosion Control – Construction Entrance	EA	32		
29b	Erosion Control – Stone Outlet	EA	50		
29c	Erosion Control – Silt Fence	LF	35,855		

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
29d	Erosion Control – Half-ring Inlet Protection	EA	40		
29e	Erosion Control – Erosion Control Matting	SY	21,085		
29f	Erosion Control – Wattle	EA	140		
30	Pipeline Pressure Leakage Testing	LF	27,572		
31	Cleaning and Disinfection of Pipelines	LS	1		
32	Fertilizing and Seeding	LF	24,865		
33	Clearing & Grubbing	LS	1		
34	Landscaping	LS	1		
35a	Additional Restorative Planting – Lot #52	LS	1		
35b	Additional Restorative Planting – Lot #53/54	LS	1		
35c	Additional Restorative Planting – Lot #36	LS	1		
36	Magnetic Markers	LS	1		
A. Total of All Unit Price Bid Items					\$

5.02 A Contingency line item of 5% is to be added to the base bid. This allowance shall be used only upon issuance of a written work order by the Engineer for work not included in other items. The amount paid will be negotiated as a lump sum or unit price per each item of additional work. Any unused portion of the allowance remaining at the completion of the contract shall revert to the Owner as a credit. The Owner reserves the right to delete the allowance from the contract prior to award. Should an amount other than 5% of the subtotal be entered in the space below, the Owner reserves the right to change this amount to the correct figure.

B. Owner Contingency Allowance, A times 5% \$ _____

Total Bid Price = A + B \$ _____

(total bid price in words)

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 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor’s License No.:
 - G. Required Bidder Qualification Statement with supporting data

ARTICLE 8 – DEFINED TERMS

- 8.01 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 9 – 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)