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BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



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BID FORM
STRASBURG BOROUGH AUTHORITY
INTERCEPTOR STREAM CROSSING REALIGNMENT
and
CLOVER AVENUE SEWER REPLACEMENT

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**STRASBURG BOROUGH AUTHORITY
145 Precision Avenue
Strasburg, PA 17579**

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2.02 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 open for sixty (60) days after the day of bid opening unless award is delayed due to the required approval of another governmental agency, the sale of bonds, or the award of grant(s); in which case the bids shall remain open for one-hundred twenty (120) days in compliance with Act 317 of 1972, approved November 26, 1972. BIDDER will submit the Contract Security within fifteen (15) days after the date of OWNER’S Notice of Intent to Award. BIDDER will sign the Agreement and submit other documents required by the Contract Documents within fifteen (15) days after the date of OWNER’S Notice of Award.

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 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.

- E. 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.
- F. 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.
- G. 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.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. 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 GENERAL

- A. The total work to be performed under this contract shall be performed under the pay items listed hereinafter. Any equipment or materials called for in the Specifications or shown on the Drawings and necessary for a complete and satisfactory installation, but which are not specifically mentioned in this basis of payment section, shall be included in the appropriate Base Bid pay item by the Contractor at no additional expense to the OWNER.
- B. It shall be understood that all Base Bid pay items, shall include the costs to the Contractor for tools, labor, equipment, insurance, workman's compensation, licenses, permits (including street cut permits), taxes, general overhead and profit, transportation, temporary utilities, start-up and testing, and all other expenses incidental to or necessary for the prosecution of the work. It shall be further understood that all Base Bid pay items shall include the costs for the loading, transporting, unloading, handling, storing and protecting of all furnished equipment and materials under the Base Bid pay items. Additionally, Base Bid prices must include all costs associated, as applicable, with performing quality control testing, disposal of any and all materials, traffic control, all by-pass pumping equipment and fuel, providing any water to perform Work, and any other items necessary to perform the Work.
- C. The cost of removing, repairing, and/or relocating storm drainage facilities, fencing, landscaping, and related structures removed or relocated at the Contractor's own volition to facilitate construction, shall be borne by the Contractor.
- D. The Contractor shall obtain such permits as may be required by local and other governmental agencies and pay the necessary fees and charges. Contractor will comply with all EPA and DEP regulations in regards to disposal of any and all materials.
- E. In addition to the Federally recognized holidays the Contractor will not be allowed to work on the following days:
 - 1. Weekends.
 - 2. Any designated Township holidays.
 - 3. Days when community parades are designated to occur in the area of work.
- F. The Contractor is responsible for maintaining and/or supporting any underground or above ground facilities associated with this project. Providing any and all temporary service(s) during construction and/or replacement of any facilities affected by the construction. All costs associated with this Work shall be included within the Base Bids.
- G. The Contractor will place protective mats under the tracks of all equipment when working in paved areas and wetlands.
- H. Contractor payment will be on a monthly basis based on actual Work completed and materials purchased and installed or stored onsite. The Owner's inspector will verify that all Work is completed in accordance with these Contract Documents and that all materials being invoiced are stored onsite or have been installed prior to payment applications being authorized.
- I. Contractor must provide As-Built drawings and electronic photo documentation of sewer system installation at the following critical stages of construction at a minimum:
 - 1. Open trench in existing subgrade prior to pipe or manhole bedding being laid.
 - 2. After initial pipe or manhole bedding is full compacted.

3. After the placement of the sewer main or manhole on top of the pipe bedding.
4. After the top 12" of aggregate bedding above the sewer main is compacted.
5. After backfilling and compacting with excavated material and tracer wire (if in lawn areas) or the class 1 backfill and tracer wire prior to paving (in paved areas),
6. Any sewer connections to existing structures.
7. Any crossings or conflicts.
8. Any unexpected conditions that may impact construction.

5.02 PAY ITEM NO. 1 – BASE BID #1: CLOVER AVE SEWER MAIN REPLACEMENT

A. See Drawings and specifications.

5.03 PAY ITEM NO. 2 – BASE BID #2: SUSAN AVE INTERCEPTOR REPLACEMENT

A. See Drawings and specifications.

5.04 PAY ITEM NO. 3 – DEDUCT #1: SINGLE BIDDER AWARD OF BASE BIDS #1 & #2.

A. Contract cost savings if awarding Base Bids #1 & #2 to one Bidder bid due to the potential reduction in administrative and mobilization costs.

5.05 COMPARISON OF BIDS, BASIS OF CONTRACT AWARD

A. The award will be to the lowest responsive, qualified Bidder based upon individual Base Bid Prices. The Owner has the right to award up to two (2) separate Base Bid Contracts or to reject any or all Base Bids if found to be in conflict with their long term financial wellbeing.

Item No.	Description	Unit	<i>Bid Unit Price</i>
<i>LUMP SUM BASE BIDS</i>			
1.00	Base Bid #1: Clover Ave Sewer Main Replacement	LS	
2.00	Base Bid #2: Susan Ave Interceptor Replacement	LS	
<i>LUMP SUM DEDUCT</i>			
3.00	Deduct #1: Single Bidder Award of Base Bids #1 & #2	LS	

Total of All Lump Sums:

\$

Total of All Lump Sums in Words:

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and finally complete on or before the dates 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. Non-Collusion Affidavit (Form Provided as Section 00480);
- C. Other documents as required by the Instructions to Bidders or Contract Documents;

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)