

Bidder Name: \_\_\_\_\_

## BID FORM FOR CONSTRUCTION CONTRACTS

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



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1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

**BID FORM**

**PSTF Training Building and Annex Remodel  
IFB 26-108-CP**

Bidder Name: \_\_\_\_\_

FREDERICK COUNTY PROJECT NO. 26-108-CP  
Public Safety Training Facility Training Building/Annex Remodel

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**PSTF Training Building and Annex Remodel**  
**IFB 26-108-CP**

Bidder Name: \_\_\_\_\_

## **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Frederick County, MD  
c/o Justin Hedges, CPPB, PMP, Acting Director, Office of Procurement & Contracting  
Winchester Hall  
12 East Church Street  
Frederick, MD 21701

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 120 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

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procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times 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 correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

**ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 Bidder further represents 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 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 sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<i>Lump Sum Price - To Furnish All Labor, Equipment, Materials And Services And The Performance Of All Work Necessary To Construct The PSTF Training Building Project.</i>	<hr/> <i>(in words)</i>	<hr/> <i>(numerals)</i>
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Bidder Name: \_\_\_\_\_

<i>Unit Price Contingent Items (UCI 1-11 per Attachment A-1)</i>		
	<i>(in words)</i>	<i>(numerals)</i>
<i>Total Contract Price (Base Bid plus Unit Price Contingent Items)</i>		
	<i>(in words)</i>	<i>(numerals)</i>
<i>Alternate 1 - At new Pole Building, provide remaining interior scope, including ADA restroom in its entirety, remaining interior partitions, doors, frames, hardware, all interior finishes, all relocated equipment, all remaining MEP scope</i>		
	<i>(in words)</i>	<i>(numerals)</i>
<i>Alternate 2 - Provide Full Scope of Work at Annex Building</i>		
	<i>(in words)</i>	<i>(numerals)</i>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated Base Bid and Unit Contingent Item quantities are not guaranteed. The quantities for the Base Bid and Unit Contingent Items shown in this Proposal Form are established for the purpose of comparison of Bids. The quantities for these base bid and Unit Contingent Items may be increased or decreased without any adjustment to the unit price bid by Bidder. No claim for additional costs will be considered should any of the Base Bid or Unit Contingent Item quantities be increased or decreased.

The Unit Contingent Items identified in this Proposal Form are provided in the Contract for use when and as directed by the Program Manager/Construction Manager for the incorporation of additional work not specified in the contract documents. All items of Work may not necessarily occur on the Contract Documents; however, during the course of the Work, the Program Manager/Construction Manager may direct the incorporation of any or all of the Contingent Items.

Payment for Base Bid and Unit Contingent Items will be based on quantities as actually measured. Each Base Bid and Unit Contingent Item unit price shall include all labor, materials, and incidental costs necessary to complete the Work required by the item. The unit prices bid shall include all direct and indirect costs, overhead and profit, taxes and insurance.

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**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the “Work” as defined in Paragraph 1.01.A.52 of the General Conditions, will be complete no later two-hundred forty (240) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and that the “Work” will be completed and ready for final payment in accordance with Specification Section 01770 Closeout Procedures.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security (if providing a bid bond use EJCDC C-430 (2002 Edition) bid bond form);
- B. Attachment A-1, Unit Price Contingent Items;
- C. Bidder Certification of Work Capacity;
- D. Affidavit of Qualification to Bid;
- E. Two Certifications of Compliance;
- F. Affidavit;

**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**

9.01 This Bid submitted by:

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PSTF Training Building and Annex Remodel**  
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Bidder Name: \_\_\_\_\_

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Date of Qualification to do business in Maryland is: \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_.

**FREDERICK COUNTY DIVISION OF PUBLIC WORKS**  
Public Safety Training Facility Training Building/Annex Remodel

**UNIT PRICE CONTINGENT ITEMS**

The Unit Price Contingent Items identified in this Proposal Form are provided in the Contract for use when and as directed by the Program Manager for the incorporation of additional work not specified in the Contract Documents; however, during the course of the work, the Project Manager may direct the incorporation of any or all of the items. The quantities for the Unit Price Contingent Items shown in this Proposal Form are established for the purpose of obtaining a proposal price. The quantities for these Unit Price Contingent Items may be increased or decreased without any adjustment to the unit price proposal or may be eliminated entirely from the Contract by the Project Manager without negotiation. No claim for additional costs will be considered should any of the Unit Price Contingent Items be increased, decreased, or eliminated. Contingent item unit prices remain binding for the duration of the contract (and renewals, if any).

Payment for Unit Price Contingent Items will be made on the basis of the quantities as actually measured. Each unit price shall include all labor, materials, and incidental costs necessary to complete the work required by the item. The unit prices shall include all direct and indirect costs, overhead and profit, taxes, and insurance. **These Unit Price Contingent Items do not form a portion of the Contractor's Base Proposal.** Write in the unit prices in clear numerals and make extensions.

ITEMNO.	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
UCI-1	Earth Excavation – Hand	CY	25	\$	\$
UCI-2	Earth Excavation - Machine	CY	500	\$	\$
UCI-3	Removal From Site Of Unsuitable Soil	CY	500	\$	\$
UCI-4	Structural Fill From Off-Site Sources	CY	500	\$	\$
UCI-5	Permanent Seeding, Fertilizing, & Mulch	SY	250	\$	\$
UCI-6	Sod	SY	100	\$	\$
UCI-7	Furnished, Screened Topsoil	CY	50	\$	\$
UCI-8	Rip Rap Stone	CY	20	\$	\$
UCI-9	Light Paving Section	TON	15	\$	\$
UCI-10	Removal From Site Of Unsuitable Soil – Rock Removal	CY	100	\$	\$
UCI-11	Trenching Excavation	CY	100	\$	\$
<b>TOTAL UNIT PRICE CONTINGENT ITEMS (SUM OF TOTAL AMOUNTS FOR UCIs #1-11)</b>					
\$_____					

**FREDERICK COUNTY DIVISION OF PUBLIC WORKS**  
Public Safety Training Facility Training Building/Annex

**DESCRIPTION OF UNIT PRICE CONTINGENT ITEMS**

**UCI-1 Earth Excavation – Hand** (i.e. test pitting) beyond the lines and grades indicated on the Contract Documents or referenced details, including proper disposal of excess materials, at the direction of the Owner shall be measured by cubic yard actually excavated and properly disposed of, measured by multiplying the area (in square yards) by the depth of excavation (in yards). Payment will be made for actual quantities measured at the unit price cubic yard listed in the Contingent Items Proposal Form.

**UCI-2 Earth Excavation – Machine** beyond the lines and grades indicated on the Contract Documents or referenced details, including proper disposal of excess materials, at the direction of the Owner shall be measured by cubic yard actually excavated and properly disposed of, measured by multiplying the area (in square yards) by the depth of excavation (in yards). Payment will be made for actual quantities measured at the unit price cubic yard listed in the Contingent Items Proposal Form.

**UCI-3 Removal from Site of Unsuitable Soil** for the disposal of unsuitable soil that has been removed from below design subgrade elevation indicated in the Contract Documents and has no beneficial purpose on site with measurement by cubic yard actually removed. Payment will be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

**UCI-4 Structural Fill from Off-Site Sources** for the transportation, placement, and proper compaction structural fill required for footings, foundations, and slabs required due to removal of unsuitable material below subgrade elevation indicated on the Contract Documents. Measurement is by cubic yard actually transported to the site and, payment will be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

**UCI-5 Permanent Seeding, Fertilizing and Mulch** includes furnishing and applying permanent seed to all general lawn areas and athletic fields, including fertilizer, lime, and mulch. Work shall also include fine grading and maintenance of seeded lawn areas consisting of weeding, mowing, trimming, refertilization, replanting, and other operations as applicable, to provide an adequate stand. These items shall be paid for at the unit price per square yard of Permanent Seed, Fertilizer and Mulch, furnished, applied, and maintained. The unit price shall include the cost of bed preparation, fine grading, and all labor, equipment, materials, and incidentals necessary to complete the work.

**UCI-6 Sod** consists of furnishing, installing, and maintaining turfgrass sod, as shown on the plans, as detailed, and as specified. This item shall be paid at the unit price bid per square yard of sod furnished, installed, and maintained in accordance with the specifications. The unit price shall include the cost of furnishing and applying soil amendments, bed preparation, maintenance, and all labor, equipment, materials, and incidentals necessary to complete the work.

**UCI-7 Furnished, Screened Topsoil** The unit price shall include screening, transportation to and around the site, stockpiling, placing and fine grading, and all labor, equipment, materials, and incidentals necessary to complete the work. Payment shall be made for actual quantities measured at the unit price per cubic yard as listed in the Contingent Items Proposal Form.

## **FREDERICK COUNTY DIVISION OF PUBLIC WORKS**

### **Public Safety Training Facility Training Building/Annex**

**UCI-8 Rip Rap Stone** consists of furnishing, installing and maintaining class 1 riprap for outlet protection of storm drain pipes and runoff stabilization.

**UCI-9 Light Paving Section** for furnishing additional light paving to be used at the Owner's direction. The unit price shall include the placement of subgrade, base paving, and finish paving, and all labor, equipment, materials, and incidentals necessary to complete the work. Payment shall be made for actual quantities measured at the unit price per Ton as listed in the

**UCI-10 Removal from Site of Unsuitable Soil – Rock Removal** for the disposal of Rock that has been removed below the design subgrade elevation and has no beneficial purpose on site with measurement by cubic yard actually removed. Payment will be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

**UCI-11 Trenching Excavation** beyond the building perimeter for the installation and/or relocation of utilities, conduits, pipes.

### **END OF DESCRIPTION OF UNIT PRICE CONTINGENT ITEMS**