

BID FORM

TO: Riggin Johnson, Transit Director,
Tri County Council for the Lower Eastern Shore of Maryland
Administrative Division
31901 Tri County Way
Snow Hill, Maryland 21804

RE: Tri County Council – Bus Maintenance Facility - Shore Transit
31901 Tri County Way
Salisbury, Maryland 21804

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER on 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.

BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER seems necessary.

I/We agree to achieve total project substantial completion of the work within _____ calendar days (not to exceed 365 days) of the notice to proceed date. A construction schedule documenting this will be required to be submitted in accordance with Section 013200 Construction Progress Documentation.

Receipt of the following addenda to the drawings and specifications is hereby acknowledged:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

BASE BID: Stipulated Lump Sum:

The sum of _____ Dollars, (\$ _____)

BIDDER hereby agrees to furnish all labor, materials, equipment and services required for the project.

LIST OF SUBCONTRACTORS:

Bidders must complete Section 004150 - Subcontractor Listing for this project at time of bid. Upon award of the Contract, the General Contractor must supply a completed AIA G705-2001, List of Subcontractors.

UNIT PRICES:

1. Unit Price No. 1 – Excavation and removal of unsuitable material from site with furnishing and placing select backfill including compaction and all other incidental work. Measurement and payment will be made for quantities actually excavated, removed, furnished and placed. Unsuitable soil will be defined by the testing agency as specified in Section 312000 Earth Moving. Allow 3,000 CY of removal of unsuitable materials and replacement with select within base bid.

- 2. Unit Price No. 2 – Construct Heavy Duty Rigid Concrete Pavement per the paving section shown on the contract documents. Price includes furnishing and placing required materials including compaction, grading, finishing and all other incidental work. Measurement and payment will be made for quantities actually furnished and placed per square yard.
- 3. Unit Price No. 3 – Construct 6” Curb and Gutter per the construction details on the contract documents. Price includes furnishing and placing required materials including stakeout, grading, finishing and all other incidental work. Measurement and payment will be made for quantities actually furnished and placed per lineal foot.
- 4. Unit Price No. 4 – Construct 3’ wide Concrete Vee Gutter per the construction details on the contract documents. Price includes furnishing and placing required materials including stakeout, grading, finishing and all other incidental work. Measurement and payment will be made for quantities actually furnished and placed per lineal foot.
- 5. Unit Price No. 5 – Mill existing asphalt paving to a depth of 1.5” and overlay with 2” of hot-mix asphalt paving. Paving mix shall be Superpave PG 76-22, 12.5 mm, level 2, 65 gyrations. Allowable RAP content = 15-20%. Price includes disposal of wasted materials, furnishing and placing required materials including stakeout, grading, finishing and all other incidental work. Measurement and payment will be made for quantities actually furnished and placed per square yard.

ALTERNATE NO. 1: Provide Metal Halide Exterior Lighting in lieu of LED Fixtures specified.

- 1. Provide and install metal halide lighting system and controls as noted on Drawing E-302 Site Lighting Fixture Schedule instead of LED fixtures and controls specified as base bid in same schedule.

ADD _____ Dollars, (\$ _____)

ALTERNATE NO. 2: Emergency Generator

- 1. Provide an emergency generator as defined by the contract documents as Add/Alt#2.

ADD _____ Dollars, (\$ _____)

ALTERNATE NO. 3: Delete Gas-fired Infrared Heaters from Base Bid Contract Documents

- 1. Provide No gas fired infrared heaters, gas piping to infrared heaters, or electrical connections are required. Gas piping will be caped and circuit breakers will become spares.

DELETE _____ Dollars, (\$ _____)

ALTERNATE NO. 4: Wash Bay Addition

- 1. Provide Additional Building area at Wash Bay 126 as defined by the contract documents as Add/Alt#4.

ADD _____ Dollars, (\$ _____)

ALTERNATE NO. 5: Fuel Depot

- 1. Provide fuel tanks, fuel dispensers, canopy, fuel monitoring system and all equipment and permits necessary to have a functioning fuel depot permitted by the State of Maryland to provide fuel to the Shore Transit fleet in accordance with the contract documents as Add Alternate #5.

ADD _____ Dollars, (\$_____)

ALTERNATE NO. 6: Asphalt Paving of Rear Bus Lot.

- 1. Provide heavy duty asphalt surface paving for the gravel bus parking lot on the west end of the site. Construct the parking lot to the design grades shown in the base bid with the Heavy Duty Asphalt paving section shown on the contract documents as identified as Add Alternate No. 6

ADD _____ Dollars, (\$_____)

ALTERNATE NO. 7: Prefabricated Metal Walkway Cover at Existing Multipurpose Center

- 1. Provide prefabricated metal walkway cover, foundation and associated lighting, flashing and underground drainage at existing multipurpose center building as defined by the contract documents as Add/Alt#7.

ADD _____ Dollars, (\$_____)

ALTERNATE NO. 8: Flexible Asphalt Paving in lieu of Concrete Rigid Paving

- 1. Provide bituminous pavement in roadway and parking lot as indicated on Sheet C-603 in lieu of concrete pavement. Pavement will consist of both heavy duty sections and light duty sections in quantities indicated on Sheet C-603. Alternate includes transitions (Tie-in Details) as shown on sheet C-603.

ADD _____ Dollars, (\$_____)

ALTERNATE NO. 9: Enlarge Fire Water Main

- 1. Provide 8” C900 PVC Fire Water Main in lieu of 4” main as shown on sheet C-305.

ADD _____ Dollars, (\$_____)

ALLOWANCE NO. 1: Lump-Sum Allowance: Include the sum of \$15,000.00 for furnishing and installing all materials necessary for completion of the irrigation system.

- 1. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.

In submitting this bid we agree:

- 1. This offer is binding and cannot be withdrawn until ninety (90) days from date of Bid.
- 2. To accept the provisions of Instructions to Bidders.
- 3. To enter into and execute a contract, if awarded on the basis of this Bid, and to furnish performance and payment bonds in accordance with the Instructions to Bidders and Supplementary Conditions.
- 4. To accomplish the Work in accordance with the Contract Documents.

- 5. Owner will award based on review of lowest responsive and responsible bidder based on alternates, submitted proposed substantial completion date and bidders qualification.
- 6. All subcontractors or suppliers furnishing over \$100,000 in combined labor and material are bondable.
- 7. Add/Alternate pricing to be held for (90) days from date of Bid.

Owner will review base bids from responsive bidders, submitted proposed substantial completion dates and bidders' qualifications. Owner will make the award based on his best interests.

We have attached the required bid security to this bid.

(1) Signature when Bidder is an individual:

Respectfully submitted,

Date

Firm Name

Owner

(2) Signature when Bidder is a partnership:

Date

Firm Name

Signature of Partner

Signature of Partner

Signature of Partner

(3) Signature when Bidder is a Corporation:

Date

Firm Name

By _____

Corporate Seal

Title

NON-COLLUSION STATEMENT

The Bidder hereby attests that he has not conspired with any other party in an attempt to bid a fixed or set price.

Signed: _____

Title: _____

WITNESS:

SUBSCRIBED AND SWORN to, and before me, a Notary Public,

of the State of _____

County of/City of _____

Signed: _____

Title: _____ Notary Public _____

This _____ day of _____, 2012

Maryland Contractor's License # _____

Federal EI # _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

BUY AMERICA CERTIFICATION

Contractor is to complete one of the sections below and submit with their bid.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

or

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

END OF BID FORM