

BID FORM FOR CONSTRUCTION

2024 STREET RESTORATION

CONTRACT 2024-G-01 AND 2024-G-02

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The Borough of Somerset, 347 West Union Street, Somerset, Pennsylvania 15501.
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Assurances for Compliance with Local, County, State, and Federal Laws and Regulations for Somerset County CDBG Funded Projects
 - C. Public Works Employment Verification Form
 - D. Section 3 Contract Solicitation & Commitment Statement & Instructions
 - E. MBE WBE Forms CF 12 and 13
 - F. Bidder acknowledges that Somerset County Redevelopment Authority and the Borough of Somerset may request additional documentation to be submitted after the Contractor has been issued a Notice of Intent to Award which are regulated by local, state, county, or federal laws or regulations. Failure to provide the documents may render the bidder nonresponsive and the bid may be rejected for that reason.

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND
UNIT PRICES**

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Contract 2024-G-01 Center Avenue Paving: BASE BID							
Bid Item No.	Div.	Section	Description	Est. Qnty.	Unit	Unit Price (\$/Unit)	Bid Amount
01-01	01		General Requirements	1	LS		
01-02	01		General Requirements – Project Sign	1	LS		
01-03	01	5000	Traffic Regulation	1	LS		
01-04	32	1216	Asphalt Paving – 9.5 mm	3,930	SY		
01-05	32	1216	Asphalt Milling	3,930	SY		

TOTAL BASE BID CONTRACT 2024-G-01 : \$ _____

(Written Total)

Contract 2024-G-01 Center Avenue Paving: ADDITIVE ALTERNATE							
Bid Item No.	Div.	Section	Description	Est. Qnty.	Unit	Unit Price (\$/Unit)	Bid Amount
01-06	32	1216	Pavement Markings	1	LS		

TOTAL ADDITIVE ALTERNATE CONTRACT 2024-G-01 : \$ _____

(Written Total)

Contract 2024-G-02 Municipal Street Paving: BASE BID – COLUMBIA AVENUE							
Bid Item No.	Div.	Section	Description	Est. Qnty.	Unit	Unit Price (\$/Unit)	Bid Amount
02-01	01		General Requirements	1	LS		
02-02	01	5000	Traffic Regulation	1	LS		
02-03	32	1216	Asphalt Paving – 9.5 mm	4,444	SY		
02-04	32	1216	Asphalt Milling	4,444	SY		

TOTAL BASE BID CONTRACT 2024-G-02 : \$ _____

(Written Total)

Contract 2024-G-02 Municipal Street Paving: ADDITIVE ALTERNATE NO. 1 – RACE STREET							
Bid Item No.	Div.	Section	Description	Est. Qnty.	Unit	Unit Price (\$/Unit)	Bid Amount
02-05	01		General Requirements	1	LS		
02-06	01	5000	Traffic Regulation	1	LS		
02-07	32	1216	Asphalt Paving – 9.5 mm	3,930	SY		
02-08	32	1216	Asphalt Milling	3,930	SY		

TOTAL ADDITIVE ALTERNATE NO. 1 CONTRACT 2024-G-02 : \$ _____

(Written Total)

Contract 2024-G-02 Municipal Street Paving: ADDITIVE ALTERNATE NO. 2 – UNION STREET							
Bid Item No.	Div.	Section	Description	Est. Qnty.	Unit	Unit Price (\$/Unit)	Bid Amount
02-05	01		General Requirements	1	LS		
02-06	01	5000	Traffic Regulation	1	LS		
02-07	32	1216	Asphalt Paving – 9.5 mm	2,200	SY		
02-08	32	1216	Asphalt Milling	2,200	SY		

TOTAL ADDITIVE ALTERNATE NO. 2 CONTRACT 2024-G-02 : \$ _____

(Written Total)

Contract 2024-G-02 Municipal Street Paving: ADDITIVE ALTERNATE NO. 3 – CHURCH STREET							
Bid Item No.	Div.	Section	Description	Est. Qnty.	Unit	Unit Price (\$/Unit)	Bid Amount
02-05	01		General Requirements	1	LS		
02-06	01	5000	Traffic Regulation	1	LS		
02-07	32	1216	Asphalt Paving – 9.5 mm	4,000	SY		
02-08	32	1216	Asphalt Milling	4,000	SY		

TOTAL ADDITIVE ALTERNATE NO. 3 CONTRACT 2024-G-02 : \$ _____

(Written Total)

- B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Notice to Proceed.

4.02 *Liquidated Damages*

- A. A. Contractor and Owner recognize that time is of the essence as stated in the Contract Documents and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. 1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS:
ACCEPTANCE PERIOD, INSTRUCTIONS, AND
RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND
CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable)

The _____ is a corporation organized and existing under the laws of _____ and has (has not) been granted certificate of authority to do business in Pennsylvania as required by the business corporation law, approved May 5, 1933, PL 364, as amended.

The _____ is an individual or partnership trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Pennsylvania; namely, the Act of May 24, 1945, PL 967.