



Department of Planning & Codes

13 North 3rd Street, Denton MD 21629 (410) 479-3625 phone(410) 479-3534 fax www.dentonmaryland.com

BID FORM

NEW TOWN OFFICE REHABILITATION 4 NORTH 2ND STREET, DENTON MD

BID # 14-002

TABLE OF ARTICLES

| | PAGE |
|--------------------------------------|-------|
| Article 1 – Bid Recipient | 2 |
| Article 2 - Bidder's Acknowledgement | 2 |
| Article 3 - Bidder's Representations | 2 - 3 |
| Article 4 - Further Representations | 4 |
| Article 5 - Basis of Bid | 5 - 7 |
| Article 6 - Time of Completion | 7 |
| Article 7 - Attachments to this Bid | 7 |
| Article 8 - Defined Terms | 8 |
| Article 9 - Bid Submittal | 8 - 9 |

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is Submitted to: **The Town of Denton**
(OWNER) **13 N. 3rd St.**
Denton, MD 21629
ATTN: Donald H. Mulrine, Town Administrator

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the 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 limitations those dealing with the disposition of Bid Security, if any is required under the terms set herein. This Bid will remain subject to acceptance for sixty (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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| ADDENDA NO. | ADDENDA 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 exploration, 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 – *As Applicable*.

2) Reports and drawings of hazardous or potentially hazardous environmental conditions apparent in the Bidding documents.

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 and subsurface, 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 and methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the 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 price(s) bid and within the times 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 the 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 shall or has given Engineer, Owner, or any other applicable party written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the applicable party as acceptable to the 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 Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the State of Maryland where the project is located no 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 behalf of any undisclosed individual or entity and in 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, or otherwise colluded with any other Bidder, to submit a false, deceptive, 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 the Owner.

ARTICLE 5 – BASIS OF BID

| | |
|------|--|
| 5.01 | Bidder will complete the Work in accordance with the Contract Documents for the following: |
|------|--|

*** USE THIS SECTION IF BID IS LUMP SUM***

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following:

| Lump Sum Bid Price | Description | Price \$ |
|---|-------------|----------|
| | | |
| Lump Sum Bid Price For Segment/Section I | Description | Price \$ |
| | | |
| Lump Sum Bid Price For Segment/Section II | Description | Price \$ |
| | | |

| Lump Sum Bid Price For Segment/Section III | Description | Price \$ |
|--|-------------|----------|
| | | |
| Lump Sum Bid Price For Base Bid | Description | Price \$ |
| | | |
| Alternate A (Add/Deduct) | Description | Price \$ |
| | | |
| Alternate B (Add/Deduct) | Description | Price \$ |
| | | |

NOTE: All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with the General Conditions.

*** USE THIS SECTION IF BID IS COST-PLUS BID***

The cost of all Work other than Unit Price Work shall be determined as provided in the General Conditions plus, for all Unit Price Work, the amounts indicated below:

The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed:

| Description | Price \$ |
|--|----------|
| Contractor's Fee will be fixed sum of: | |
| Description | Price \$ |
| | |

OR

Contractor's Fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in the General Conditions:

| Description | Percent |
|--|---------|
| Payroll costs..... | [] |
| Material and Equipment Costs..... | [] |
| Amounts paid to the Subcontractors..... | [] |
| Amounts paid to the Consultants..... | [] |
| Amounts paid to Special Consultants..... | [] |
| Supplemental Costs..... | [] |

General Conditions shall determine costs not associated with determination of the Contractor's Fee.

The maximum amount payable to the Contractor on account of this percentage shall not exceed:

\$ _____

*** USE THIS SECTION IF BID FORMAT IS UNIT PRICE***

Bidder will complete the Work in accordance with the Contract Documents for the following:

| ITEM NO. | Description | Unit | Estimated Quantity | Bid Unit Price \$ | Bid Price \$ |
|----------|-------------|------|--------------------|-------------------|--------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | |
|----------------------|----|--|
| TOTAL ALL BID PRICES | \$ | |
|----------------------|----|--|

Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that 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.

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 the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

OR

Bidder agrees that the Work will be substantially complete on or before _____, and will be completed and ready for final payment in accordance with the General Conditions on or before _____.

OR

Bidder agrees that the Work will be substantially complete within _____ calendar days after the date when the Contract is executed and Contract Time commence (Notice to Proceed) as provided for in the General Conditions, and will be completed and ready for final payment in accordance with the General Conditions within _____ calendar days of Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete 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 in the form of: _____
- B. List of proposed Subcontractors
- C. List of proposed suppliers
- D. List of Project References
- E. Required Bid Qualification Statement
- F. Affidavit of Non-Collusion
- G. List of Other Documents

ARTICLE 8 – DEFINED TERMS

8.01 The terms 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:

An Individual

Name (Typed or Printed): _____

By (Signature): _____

Doing Business As (Type of Trade): _____

A Partnership:

Partnership Name _____

By (Attach Authority to Sign): _____ (SEAL)

Name (Typed or Printed): _____

A Corporation:

Corporation Name: _____ (SEAL)

State of Corporation _____ Type of Corporation (LLP, LLC. etc.) _____

By (Attach Authority to Sign): _____

Name (Typed or Printed): _____

Title (Corporate Seal): _____

Attest (Corporate Secretary): _____

Date of Qualification to do business in _____ (State where project located) __/__/__ Date

A Joint Venturer:

1st Joint Venturer Name: _____ (SEAL)

State of Corporation _____ Type of Corporation (LLP, LLC. etc.) _____

By (Attach Authority to Sign): _____

Name (Typed or Printed): _____

Title (Corporate Seal): _____

Attest (Corporate Secretary): _____

Date of Qualification to do business in____ (State where project located) __/__/__Date

2nd Joint Venturer Name: _____ (SEAL)

State of Corporation _____ Type of Corporation (LLP, LLC. etc.) _____

By (Attach Authority to Sign): _____

Name (Typed or Printed): _____

Title (Corporate Seal): _____

Attest (Corporate Secretary): _____

Date of Qualification to do business in____ (State where project located) __/__/__Date

Bidder's Business Address_____

Phone _____ Fax _____

Submitted On (Date) _____Time:_____