BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

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 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, 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 Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that 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 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 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 of the Work for which this Bid is submitted.

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 anything 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.

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ARTICLE 5 – CONTRACT PRICE

DESCRIPTION

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Additions or deductions from quantities will be computed in accordance with the following fixed unit prices which include all direct and indirect construction costs, overhead, profit and taxes. The undersigned agrees that such unit prices represent the total cost to the County for additions to or deductions from the Contract Sum.

Concrete Sidewalk Installation	\$	/sy			
2. Reclaimed Asphalt Pavement Trail	\$	/If			
3. Asphalt Pavement	\$	/sy			
4. Gravel Pavement Surface	\$	/sy			
5. Sod Grassing	\$	/sy			
BID					
A. MOBILIZATION		LS	\$		
B. SELECTIVE DEMOLITION		LS	\$		
C. SITE WORK (includes surveying, staking, layo Earthwork, grading, clearing, installation of side Erosion & sedimentation control, benches and a Not designated in specific bid items)	walks,	rol LS	\$		
D. DOG PARK , complete with grading, grassing, Signage, landscaping and trees	fencing	LS	\$		
E. DOG PARK PAVILION/SHADE SHELTER, Comp	lete	LS	\$		
F. RAP WALKING TRAIL		LS	\$		
G. BASEBALL FIELD, Complete with fencing, grading, grassing, Infield soil placement, backstop structure & miscellaneous assoc. Items		LS	\$		
H. MULTI-PURPOSE FIELD, Complete with grading & grassing		LS	\$		
I. GRAVEL SURFACE PARKING LOT, Complete with grading, Compaction, testing, placement of stone, installation of concrete Wheel stops at each space, concrete pavement at ADA spaces with		LS	\$		
Signage and pavement striping/markings			LS	۶	

J. GROUNDWATER WELL , complete with design, permit, and in new shallow water well system for connection to restroom	stall	
building and irrigation	LS	\$ 20,000
K. IRRIGATION SYSTEM, complete with design and constructio	n. LS	\$ 25,000
TOTAL BASE BID Amount must equal the sum of all ba All items as shown on the plans fo	se bid items and	
<u>ALTERNATES</u>		
ALTERNATE NO. 1 – In lieu of a gravel parking lot, install new a markings. ADD/DEDUCT FROM BASE BID \$		
ALTERNATE NO. 2 – Demolish existing restroom building and in floor slab, modify any in-ground fixtures as required, and const plans and details. ADD TO BASE BID \$	ruct new restroo	om building as shown on the
ALTERNATE NO. 3 – Remove and replace existing asphalt shing on north side of park. ADD TO BASE BID \$		

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ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees to commence work within ten (10) days after the Notice to Proceed is issued and to complete all Work within 100 calendar days from Notice To Proceed.
- 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**. Evidence of authority to do business in the state of the Project;
 - C. Drug Free Workplace Certification (Attachment A);
 - **D**. Promise of Non Discrimination Statement (Attachment B);
 - **E.** Disclosure of Responsibility Statement Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C);
 - **F**. Non Collusion Affidavit (Attachment D);
 - **G**. Contractor Affidavit and Agreement (E-VERIFY) (Attachment **E**);
 - **H**. Subcontractor Affidavit if applicable (E-VERIFY) (Attachment **F**);
 - **I.** List of Proposed Subcontractors (Attachment H);

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 is submitted by:	
	If Bidder is:	
	An Individual	
	Name (typed or printed):	
	By:	
		(Individual's signature)
	Doing business as:	

A Partnership

Partnership Name:	<u></u>
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)	_
(Signature attach evidence of authority to sign)	
Name (typed or printed):	
Title:(CORPORATE SEAL)	_
Attest	_
Date of Qualification to do business in <u>Georgia</u> is/	
A Joint Venture	
Name of Joint Venture:	_
First Joint Venturer Name:	_ (SEAL)
By:(Signature of first joint venture partner attach evidence of authority to s	sign)
Name (typed or printed):	_
Title:	_
Second Joint Venturer Name:	_(SEAL)
By:(Signature of second joint venture partner attach evidence of authority	to sign)
Name (typed or printed):	

Title:			
(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)			
Bidder's Business Address			
Phone No.	Fax No		
E-mail			
SUBMITTED on, 20	<u></u> .		
State Contractor License No.			

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