

# BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Dare County, NC c/o Dustin Peele, Dare County Purchasing Manager. 954 Marshall C Collins Drive; Manteo, NC 27954
- 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. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Non-collusion Affidavit
  - F. Byrd Anti-Lobbying Certification
  - G. Cutterhead Dredge Plan
  - H. Exhibit A – FEMA Contract Provisions

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

3.01 Notes on Bid Form

- A. The Owner requests Bidders provide two separate bids due to a pending FEMA reimbursement. Bid A represents a project that would be funded primarily by County funds, whereas Bid B would include the pending funding approval by FEMA. Only one project will be awarded. . The Project will be awarded based on the lowest responsive TOTAL PRICE provided in Sections 3.04 and 3.07, including (1) mobilization and demobilization, (2) Base Quantity of work, (3) Alternate Quantity of work, and (4) Unit-Price work selected by the Owner under the schedule and budget deemed most favorable to the Owner. The preferred project is the scope with FEMA funding available. If FEMA funding becomes available, the project award will be based on the lowest, most responsive, responsible bidder for the quantities listed. Dare County reserves the right to reject any and all bids in accordance with North Carolina General Statutes.
- B. Alternate/Unit-Price quantities will be awarded in the contract up to the indicated maximum volume based on the unit price. Bidder acknowledges that the awarded alternate volume quantity may be lower than the maximum alternate volume provided in the bid forms below. Any alternate volume would be placed within the project limits specified on the Drawings and within the time for substantial completion. Alternate volume will generally be distributed evenly throughout the fill areas.

**BID A – Dare County Base Project – 2,351,616 cubic yard Maximum Bid**

3.02 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.03:
  - 1. Bid Table

<b>A1</b> - Mobilization and Demobilization - Lump Sum Price	\$
<b>A2</b> - Lump Sum Price for dredging and placement as specified by state and federal permits of 1,351,616 cubic yards of sand along 15,500 lf of shoreline along the <u>Buxton Village</u> area (Stations 1770+50 to 1925+50) as identified on the project plans. Work to be completed by December 31, 2026	\$
<b>A3</b> - Total <b>Buxton</b> Area Lump Sum Price for Base Bid (A1+A2)	\$
<b>B1</b> – Alternate 2 - ADD - Mobilization and Demobilization from Buxton to Avon - Lump Sum Price	\$
<b>B2</b> – Alternate 3 - ADD – Lump Sum price for dredging and placement as specified by state and federal permits of 300,000 cubic yards of sand along 13,200 lf of shoreline along the Avon	\$

Village area (Stations 1682+00 to 1550+00) as identified on the project plans. Work to be completed by December 31, 2026.	
<b>B3 - Total Avon Area Lump Sum Price for Alt Bid (B1+B2)</b>	\$

B. If permitting agencies require suspension of dredging, then the Owner will grant both time extension and compensation. For such suspension of at least one day, bid the following delay costs. Suspensions of parts of a day will be pro-rated. The cost below is the total cost of suspending the Contractor's operations, regardless of the number of dredges he chooses to use. Note that relocation of pumping operations due to shorebird nesting will not be eligible for suspension costs.

**B4 - Suspension Cost (\$/day):** \_\_\_\_\_

3.03 *Unit Price Bids*

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
C1	Placement of additional sand up to 500,000 cy along the Buxton Village placement area	Cy	500,000		\$
C2	Placement of additional sand up to 200,000 cy along the Avon Village placement area	Cy	200,000		\$
C3	Tilling of all fill areas (28,700 lf)	Lump Sum	1		
C4 - Total of All Unit Price Bid Items (C1+C2+C3)					\$

B. Bidder acknowledges that:

- 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
- 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.

3.04 *BID A - Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids A3+B3+C4)	\$
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**BID B – Dare County Base Project – 3,500,000 cubic yard Maximum Bid**

3.05 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.03:

- Bid Table

<b>D1 - Mobilization and Demobilization - Lump Sum Price</b>	\$
<b>D2 - Lump Sum Price for dredging and placement as specified by state and federal permits of 1,500,000 cubic yards of sand along 15,500 lf of shoreline along the <u>Buxton Village</u> area (Stations 1770+50 to 1925+50) as identified on the project plans. Work to be completed by December 31, 2026</b>	\$
<b>D3 - Total <b>Buxton</b> Area Lump Sum Price for Base Bid (A1+A2)</b>	\$
<b>E1 – Alternate 2 - ADD - Mobilization and Demobilization from Buxton to Avon - Lump Sum Price</b>	\$
<b>E2 – Alternate 3 - ADD – Lump Sum price for dredging and placement as specified by state and federal permits of 300,000 cubic yards of sand along 13,200 lf of shoreline along the Avon Village area (Stations 1682+00 to 1550+00) as identified on the project plans. Work to be completed by December 31, 2026.</b>	\$
<b>E3 - Total <b>Avon</b> Area Lump Sum Price for Alt Bid (B1+B2)</b>	\$

- B. If permitting agencies require suspension of dredging, then the Owner will grant both time extension and compensation. For such suspension of at least one day, bid the following delay costs. Suspensions of parts of a day will be pro-rated. The cost below is the total cost of suspending the Contractor's operations, regardless of the number of dredges he chooses to use. Note that relocation of pumping operations due to shorebird nesting will not be eligible for suspension costs.

**E4 - Suspension Cost (\$/day):** \_\_\_\_\_

### 3.06 Unit Price Bids

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
F1	Placement of additional sand up to 1,000,000 cy along the Buxton Village placement area	Cy	1,000,000		\$
F2	Placement of additional sand up to 700,000 cy along the Avon Village placement area	Cy	700,000		\$
F3	Tilling of all fill areas (28,700 lf)	Lump Sum	1		
F4 - Total of All Unit Price Bid Items (F1+F2+F3)					\$

- 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.

3.07 *BID B - Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids D3+E3+F4)	\$
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**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete on or before December 15, 2026, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 31, 2026.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**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 8.02.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) \_\_\_\_\_