

**DOCUMENT 00 41 43****BID FORM – (SINGLE – PRIME CONTRACT)****PROJECT IDENTIFICATION: Myrtle Swash Bridge Replacement****CONTRACT IDENTIFICATION AND NUMBER: 26773.0000****THIS BID IS SUBMITTED TO: The Town of Surfside Beach, SC**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time BIDDER may agree to in writing upon request of OWNER.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids and can fulfill the requirements of the work to be performed.
  - b. BIDDER further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

- c. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance and furnishing of the Work;
- d. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.
- e. BIDDER has carefully studied all reports of explorations and tests of subsurface

conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structure at or contiguous to the site (except underground Facilities) have been identified in the Supplementary Conditions. BIDDER acknowledges such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and 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 relating to Work for which this Bid is submitted as indicated in the Bidding Documents.
  - g. BIDDER has correlated the information known to 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.
  - h. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies BIDDER has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - i. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

**LUMP SUM BID**

LUMP SUM BID PRICE: \_\_\_\_\_  
(Use words)

(\$ \_\_\_\_\_ )  
(Figures)

Alternate Bid Item: Additional Pile length per linear foot

\$ \_\_\_\_\_

5. BIDDER agrees the Work will be substantially complete within 100 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.
6. BIDDER accepts provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within times specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of 10 percent of the Bid Total Price.
  - b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
  - c. Required BIDDER's Qualification Statement with supporting data.
8. The undersigned further agrees in case of failure on his/her part to execute the said contract and the Bond within 15 consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
9. Communications concerning this Bid shall be addressed to:
 

Thomas & Hutton  
[Warren.w@thomasandhutton.com](mailto:Warren.w@thomasandhutton.com),  
[hussey.i@thomasandhutton.com](mailto:hussey.i@thomasandhutton.com)
10. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CONTRACTOR'S NAME

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

State Utility Contractor License No. \_\_\_\_\_ SC