

BID FORM FOR CONSTRUCTION CONTRACT

BID FORM REVISION NO. 1 – DATED JULY 31. 2025

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:

**Town of Lewisville
Attn: Ms. Stacy Tolbert, Town Manager
Town Hall
6510 Shallowford Road
Lewisville, NC 27023**

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. List of Proposed Subcontractors;
- B. List of Proposed Suppliers;
- 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. Required Bidder Qualification Statement with supporting data; and
- F. Any other documents as pertinent.

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

3.01 *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 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

	Description of Items	Qty	Units	Lump Sum
1.	General Conditions: supervision and project management, transportation and mobilization/demobilization, logistics and tools, safety measures and inspections, labor, tools, equipment, taxes, insurance, bonds, construction staking, etc.	1	Lump Sum	\$ _____
2.	Control of Water during construction: Furnish, maintain, and manage all cofferdams, pumps, siphons, well points, baseflow and storm water flows, etc. <i>(The existing siphon drain at the dam was recently tested and is operational)</i>	1	Lump Sum	\$ _____
3.	Construction Access and Erosion Control: Furnish, install, and maintain the construction access road and all temporary erosion control measures.	1	Lump Sum	\$ _____
4.	Demolition, Excavation, Foundation Preparations, and Off-Site Disposal: Perform all clearing and grubbing of trees, excavation, undercut, foundation preparations, waste soil and waste stone removal, removal of old seepage collection drain systems (IF in conflict with proposed undercut and sand blanket), and off-site disposal of trees, brush, debris, waste soil, waste stone, waste piping, and excess excavated materials.	1	Lump Sum	\$ _____
5.	Furnish and install sand blanket and blanket collector drain pipe systems (with cleanouts plus concrete top collars) including: all piping, geotextile filter fabric, riprap at new drain outlets, and varmint guards; <u>(excludes price for sand and stone – to be paid under Unit Price Bids section).</u>	1	Lump Sum	\$ _____
6.	Furnish and install all compacted soil backfill, structural fill (including all off-site supplied soil fill), rough grading, and finish grading to proposed grades.	1	Lump Sum	\$ _____
7.	Furnish and install Seed and Erosion Control Matting on all disturbed areas of the dam embankment and downstream toe area; furnish and install Seed and Mulch on all other disturbed areas.	1	Lump Sum	\$ _____
	TOTAL LUMP SUM			\$ _____

Lump Sum Bid Price

\$

EJCDC® C-410, Bid Form for Construction Contract.

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3.02 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
8.	Furnish and install C-33 sand (for sand blanket and blanket collector drain)	Ton	650		\$
9.	Furnish and install NCDOT #78 stone (for blanket collector drain)	Ton	25		\$
10.	Furnish and install 10.0 oz/sy Non-Woven Filter Fabric (under all new riprap)	Square Yard	150		\$
11.	Furnish and install NCDOT Class 1 Riprap	Ton	180		\$
12.	Furnish and install Railroad Ballast / Surge Stone (access road AND over new riprap in spillway)	Ton	120		\$
13.	Additional undercut (IF necessary; for Engineer instructed undercut in sand blanket area deeper than 3.0 feet; excludes excavation for blanket collector drain)	Cubic Yard	30		
Total of All Unit Price Bid Items					\$

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.

3.03 Total Bid Price (Lump Sum and Unit Prices)

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

4.01 Bidder agrees that the Work will be substantially complete within [] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with

Paragraph 15.06 of the General Conditions within [] **calendar days** after the date when the Contract Times commence to run.

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: **Bidder is to complete table.**

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)
