

Existing Ley Creek Transfer Station Demolition and Site Restoration
5158 Ley Creek Drive, Liverpool, NY 13088
Onondaga County Resource Recovery Agency

Addendum to Contract Documents

June 26, 2024

This Addendum includes additional information to the Contract Documents dated May 31, 2024

Contractors submitting proposals for the above-named project shall take note of the information included in this addendum regarding any changes, additions, deletions, clarifications, etc., in the Contract Documents, which shall become a part of and have precedence over anything contrarily shown or described in the Contract Documents, and as such shall be taken into consideration and be included in the Contractor's Bid Proposal.

This Addendum must be acknowledged in the Contractor's Bid Proposal.

Item No.1: Question: *"What is the water table elevation for the site?"*

Response: OCRRA has not taken any recent measurements of groundwater elevations, however it should be assumed that there is a shallow groundwater table given the proximity to adjacent waterways. Groundwater elevations on an adjacent property were between 3 and 10 feet from the ground surface. A figure showing groundwater contours obtained in 2007 is included as Attachment 1 to this Addendum.

Item No.2: Question: *"What are the concrete slab thicknesses?"*

Response: Slab thicknesses can be found in Attachment 7 and Attachment 8 to the bid/contract documents.

Item No. 3: Question: *"What landfill should be assumed for transportation costs associated with disposal of any non-hazardous materials?"*

Response: Seneca Meadows should be assumed for transportation costs associated with disposal of any non-hazardous materials.

Item No.4: Question: *"How deep are the foundation walls? To what extent should foundation walls be removed? Is this removal different for the 1974 foundations and the 1990 foundations?"*

Response: Foundation walls' configuration can be found in Attachment 7 and Attachment 8 to the bid/contract documents. All foundation walls should be removed.

Item No. 5: Question: *“Will deadmen (concrete blocks) be removed or remain on site?”*

Response: All deadmen/concrete blocks located around the perimeter of the site should remain on-site for OCRRA's future use unless otherwise noted in the bid/contract documents.

Item No. 6: Question: *“When shredder was removed, was foundation removed?”*

Response: For the purposes of this bid, it should be assumed that no prior foundation removal was performed.

Item No. 7: Question: *“In the ACM survey, the only suspect item was in table 1 item 14 due to insufficient quantities to sample. Is there a quantity of the cove base adhesive?”*

Response: Based on other samples collected from similar cove base adhesives, it can be assumed that quantities for this item are non-applicable.

Item No. 8: Question: *“Will white appliances and tires be removed?”*

Response: OCRRA will remove all white goods and tires from the site prior to work commencing.

Item No. 9: Question: *“Bids are due Monday July 8th- as it's the Monday after a holiday weekend we wondered if by chance you were considering pushing it out a few days or if we should plan to have it ready and shipped out to you the week before.”*

Response: All bids are due July 8th by 2pm.

Item No.10: Additional Information: The non-mandatory pre-bid conference's summary and list of attendees are included as Attachment 2 and 3, respectively, to this Addendum.

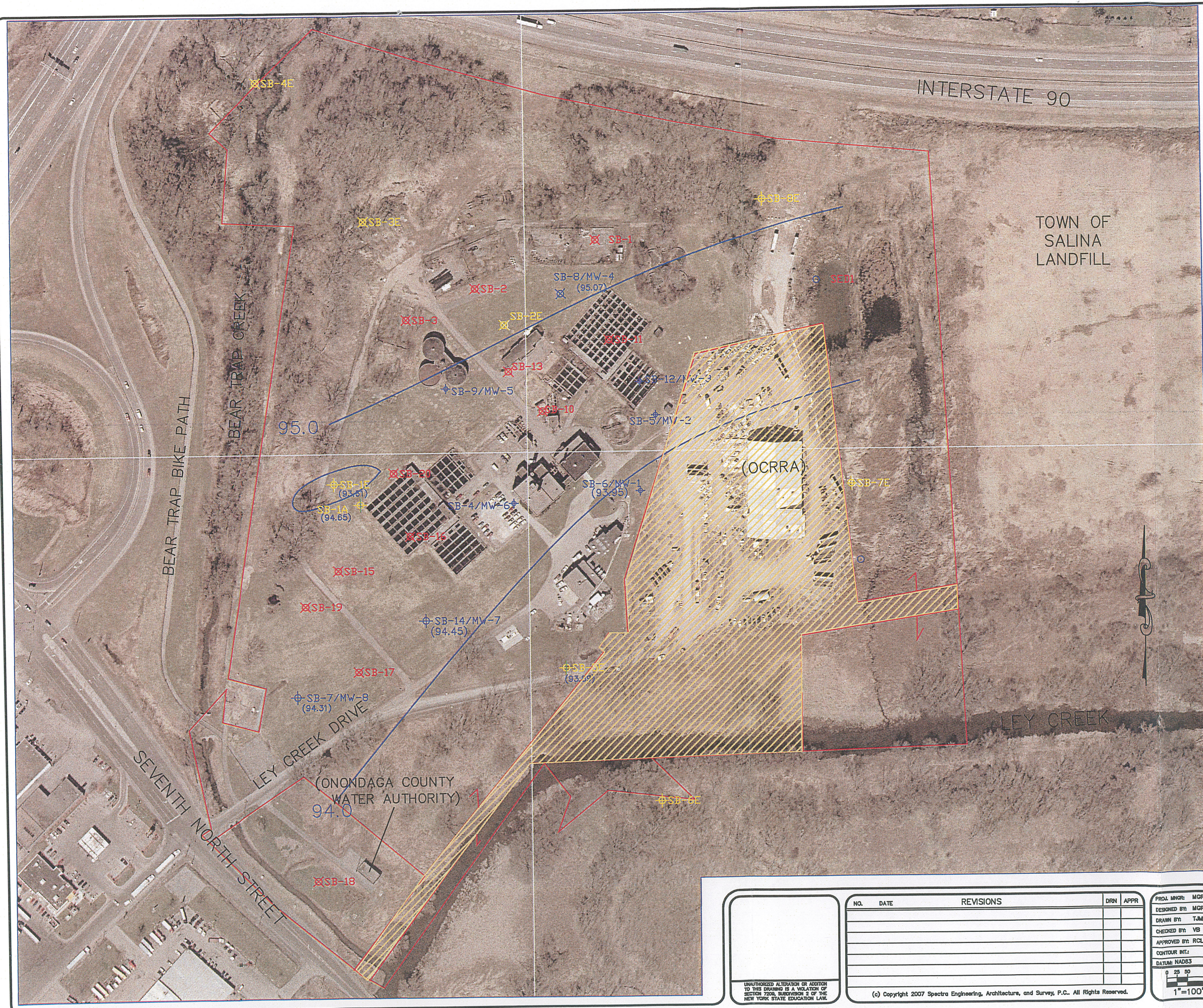
Item No.11: Modification to Bid Form: Section 3.02 B has been added to the Bid Form. The revised Bid Form is included as Attachment 4.








Item No.12: Modification to Bid Form: The Bid Form has been modified to provide further clarification regarding Alternate Bid Items #1A and #1B. The revised Bid Form is included as Attachment 4.

Item No. 13: Additional Information: Coordinates related to the Benchmarks show on Drawing Sheet No. 02 are as follows:

Benchmark No.1 = 1125764.8472, 933346.5232

Benchmark No. 2 = 1125678.4122, 933442.9312



-  Soil Boring and Monitoring Well Location
(94.39) (Groundwater Elevation FT)
-  Soil Boring Location
-  Sediment Sample Location
-  Parcel Boundary
-  Existing Monitoring Well Location
-  94.0 Groundwater Contour
-  Area Not Subject to Phase II Investigation

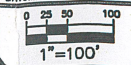
Notes:
Soil Borings and Monitoring Wells located in the field with handheld GPS device. (November 6 and 7, 2007)

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NO.	DATE	REVISIONS	DRN	APPR

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PROJ MGR: MGR
DESIGNED BY: MGR
DRAWN BY: TJM
CHECKED BY: VB
APPROVED BY: RCL
CONTOUR INT: 0.25
DATUM: NAD83



1" = 100'

PHASE II INVESTIGATION
GROUNDWATER CONTOUR MAP
LEY CREEK DRIVE

TOWN OF SALINA ONONDAGA CO., NY



SPECTRA ENVIRONMENTAL GROUP, INC.
19 British American Boulevard
Latham, NY 12110
TEL (518) 782-0882 FAX (518) 782-0973

DATE: 11/8/2007 SCALE: 1"=100' PROJ NO. 07289 FIGURE 3

Meeting Overview

Date: June 13, 2024 **Time:** 1:00 PM

Meeting Location: Ley Creek Transfer Station
5158 Ley Creek Drive, Liverpool, NY

Attendees: Cornerstone: Bodhi Piedmont-Fleischmann
OCRRA: Cristina Albuino, Jack Connery
Prospective Contractors: *See sign-in sheet*

Meeting Topic: Existing Ley Creek Transfer Station – Demolition & Site Restoration
Pre-Bid Meeting

1. Introductions

- a. OCRRA (*Owner*)
- b. Cornerstone (*Engineer*)
- c. Contractor Sign-In Sheet

2. Key Project Components and Bid Items

- a. Permits (*to be obtained by Contractor, as necessary*)
 - i. Including demolition permit (*OCRRA structures regulated by Onondaga County*) and construction SPDES General Permit (*requires Town of Salina MS4 approval*).
- b. Soil Erosion and Sediment Control (SESC)
 - i. Surface water discharges are regulated under a SPDES Permit, contractor is responsible to provide soil erosion and sediment control measures as necessary to ensure clean discharges per this permit. See Soil Erosion & Sediment Control Plan and Details for additional information.
- c. Temporary Facilities and Controls
 - i. Field Offices – separate offices for Contractor and Owner/Engineer, with space to accommodate construction progress meetings.
 - ii. Contractor responsible for temporary HVAC, electric, sanitary, and internet as necessary.
- d. ACM Abatement and Lead/Hazardous Materials Abatement (*see Attachment 1 to RFB*)
- e. Management of Waste Materials
 - i. Contractor is responsible to manage all waste material generated as part of the Work, including non-hazardous C&D debris resulting from Existing Ley Creek Transfer Station Building demolition. Contractors may assume transport to Seneca Meadows Landfill for non-hazardous materials.
- f. Dewatering and Management of Dewatering Liquids
 - i. Per the Technical Specifications, if required by the Owner, Engineer, or Authority Having Jurisdiction, all dewatering liquids shall be collected, stored, and analyzed to meet New

York State standards for discharge to surface water and/or groundwater. No dewatering liquids shall be discharged without the approval of the Owner and Engineer.

g. Fill Balance

- i. The proposed grades depicted on the Site Restoration Plan are approximated to maintain a net soil balance, and final grades are to be determined by the contractor and coordinated with the Owner/Engineer based on field conditions. The Contractor is to arrive at final grades by processing on-site concrete for use as Common Fill, minimizing material import and export, and maintaining the existing stormwater management strategy. Processed concrete for use on site must meet the specifications for Common Fill within the contract documents.

h. Existing Utilities

- i. Existing utilities have been depicted based on the available historic drawings. The Owner and Engineer have not surveyed to confirm the presence, location, or dimensions of existing utilities. Existing utilities to be abandoned, removed, terminated, or preserved as noted on the Demolition & Site Restoration Plans.

i. Survey Requirements (*see Technical Specification Sections 01 32 23 and 01 70 00*)

- i. Utility terminations, remaining alignments
- ii. Pile cap locations
- iii. Final grades

j. Unit Bid Items (*payment based on work performed and measured*)

- i. Utility terminations. Quantity estimated based on historical drawings, but to be confirmed in the field.
- ii. Type 2 Subbase Cap. Quantity will be dependent on the actual limit of disturbance.
- iii. Vegetative Cover. It is expected that Vegetative Cover may be required to restore existing vegetation to the southeast of the Existing Ley Creek Transfer Station Building upon removal of the existing Foundation Drain. This unit price could be applied in other areas if vegetation is required to be disturbed to perform the Work.

k. Alternate Bid Items (*only as authorized by Owner*)

- i. Pile cap load testing
- ii. Pile extraction
- iii. Pile cutting/abandonment
- iv. Soil sampling and testing. Should the soil need to be tested by the Owner, Engineer, or an Authority Having Jurisdiction, soil samples may be required in conformance with the testing protocol included within the contract documents.
- v. Additional materials management alternatives
 - Note: Export of contaminated fill materials (*load & transport only*). Should non-hazardous soil be identified and require export for disposal, the Contractor shall load and transport for the unit price for this item. As the disposal price may be dependent on soil characterization/analytics which are not available at this time, the disposal cost will be reimbursed to the Contractor based on actual disposal receipts without markup, or paid Directly by the Owner.

3. Other Site Information

- a. Historic Site Drawings. The historic construction and record drawings that were used to prepare the Demolition & Site Restoration Plans are included as Attachments to the contract documents. The Contractor should reference these documents as needed to gain additional information.
- b. Future Construction and Site Use. OCRRA has a permit application pending with NYSDEC to reconstruct a new solid waste transfer station on this property in the near future.
- c. NYSDEC Regulatory/Permitting Control. NYSDEC has regulatory authority over the property and can enter/inspect the site at any time.
- d. National Grid Utility Corridor. Except as specifically noted in the contract documents, no excavation or other work shall take place within the existing National Grid Utility Corridor.

4. Bid and Contract Details

- a. Project Schedule
 - i. Substantial Completion (*120 days*); Final Completion (*140 days*). OCRRA believes this schedule is conservative based on the Work and is intended to convey that no expedited construction practices should be required.
 - ii. Bid evaluation criteria. OCRRA is bound to evaluate all complete and responsive bids based on total bid value. OCRRA expects to review all bids in July 2024 and award the project to the lowest responsible bidder in August 2024.

5. Bid Schedule

- a. Pre-Bid Meeting: June 13, 2024 at 1:00 PM
- b. Questions due: June 19, 2024 at 5:00 PM
- c. Addenda issued by: June 26, 2024 at 5:00 PM
- d. Bids due: July 8, 2024 at 2:00 PM



OCRRA Ley Creek Transfer Station – Demolition & Site Restoration
 Pre-Bid Meeting – June 13, 2024, 1:00 PM
 Sign-In Sheet

In Attendance (v)	NAME	COMPANY NAME	EMAIL	TELEPHONE #	CELL #
✓	Bodhi Piedmont-Fleischmann	Cornerstone	Bodhi.PF@tetrattech.com	845-695-0238	603-499-6657
✓	Cristina Alburnio	OCRRA	calburnio@ocrra.org	315-295-0743	315-753-1320
✓	Jack Connery	OCRRA	jconnery@ocrra.org	315-295-0735	
✓	NICO D. LIBERALE	RED INC.	nico@redny.com	716-284-3366	716-471-3134
✓	SAM DeFranks	ACP-Buffalo	Samsr@ACPBuffalo.com	716-462-3277	716-462-3277
✓	FRED DAMBACH	PATRIOT SONS USA	FRED@PATRIOTSONSUSA.COM	315-551-9612	315-551-9612
✓	Hamidi	Industry standard USA	Estimating@IndustrystandardUSA.com	315-436-8546	315-880-1188
✓	Anthony Contento	Contento Demolition	anthony@contentosny.com	607-755-8136	607-745-4949
✓	DAN WARNER	PACERSON ENV.	DWARNER@PACERSONEC.NET	315-699-0840 315-644-3400	315-644-3400
✓	Chris Wandley	Ritter & Paratore	christopher@rpci.biz	315 738 0136	315 210 9172
✓	JEFF GLAD	EQUIP-CO UNLIMITED	JEFF@EQUIP-CO UNLIMITED.COM	315-525-0308	

BID FORM

CONTRACTOR'S BID FOR
EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE
RESTORATION
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
5158 LEY CREEK DRIVE, LIVERPOOL, NY 13088

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:

Onondaga County Resource Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212-4312
Attn: Cristina Alburnio, P.E., Agency Engineer

Bids must be received via mail or hand delivered in sealed envelopes to OCRRA at the above address, and be clearly labeled "EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE RESTORATION"

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 in the form of a Bid Bond;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. 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;
- E. 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;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Certificate of Non-Collusion
- H. Resolution Accompanying Bid
- I. Conflict of Interest Affidavit
- J. Important State Finance Law Procurement Compliance Provisions
- K. Disclosure to OCRRA During Procurement Process of Prior Non-Responsibility Determinations

BID FORM

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

CONTRACT NO. 1 – General Demolition and Site Restoration

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contact Documents for the following lump sums (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and as further described in Section 1.3 of Technical Specification Section 01 10 00 – Summary of Work:

Item	Description	Estimated Quantity	Unit	Bid Amount
Division 1 – General Requirements				
1-1	General Conditions	1	LS	\$
1-2	Mobilization and Demobilization	1	LS	\$
1-3	Temporary Construction Facilities and Controls	1	LS	\$
1-4	Third Party Quality Assurance	1	LS	\$
1-5	Survey	1	LS	\$
Division 2 – Existing Conditions				
2-1	ACM Abatement and Lead/Hazardous Materials Remediation	1	LS	\$
2-2	Demolition and Removal of Existing Building Systems & Components (<i>Electric, HVAC Equipment, Plumbing, etc.</i>) - (Load, Transport & Delivery for Documented Recycling or Disposal)	1	LS	\$
2-3	Demolition and Removal of Existing Transfer Station Building (<i>Roof, Walls, Structure, & Appurtenances</i>) - (Load, Transport & Delivery for Documented Recycling or Disposal)	1	LS	\$
2-4	Demolition and Processing of Existing Transfer Station Building Foundation (<i>Concrete Foundation Components, excluding Pile Caps (see Alt-2 through Alt-4)</i>) - (Demolition, Stockpiling & Resizing)	1	LS	\$
2-5	Demolition and Removal of Existing Site Features (<i>Asphalt Pavement</i>) - (Load, Transport & Delivery for Documented Recycling)	1	LS	\$
2-6	Demolition and Processing of Existing Site Features (<i>Concrete Pads</i>) - (Demolition, Stockpiling & Resizing)	1	LS	\$
2-7	Demolition and Removal of Existing Site Features (<i>Retaining Walls & Earthen Ramp</i>) - (Demolition, Stockpiling & Resizing)	1	LS	\$
2-8	Demolition and Removal of Existing Site Features (<i>Bollards, Sheds, Transfer Station Truck Scales & Scale House</i>) - (Demolition, Removal & Disposal/Recycling)	1	LS	\$
2-9	Demolition and Removal of Existing Site Features (<i>Truck Scale Foundation, Scale House Foundation & Ancillary Structure Foundations</i>) - (Demolition, Stockpiling & Resizing)	1	LS	\$
2-10	Demolition and Removal of Existing Site Utilities (<i>Stormwater Structure & Piping</i>) - (Demolition, Removal & Disposal/Recycling)	1	LS	\$

BID FORM

Item	Description	Estimated Quantity	Unit	Bid Amount
2-11	Demolition and Removal of Existing Site Utilities (<i>Sanitary Piping & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling)	1	LS	\$
2-12	Demolition and Removal of Existing Site Utilities (<i>Water Piping & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling)	1	LS	\$
2-13	Demolition and Removal of Existing Site Utilities (<i>Electrical Conduits, Service, Light Poles & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling)	1	LS	\$
2-14	Demolition and Removal of Existing Site Utilities (<i>Telecommunication Conduits, Service & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling)	1	LS	\$
Division 31 – Earthwork				
31-1	Earthwork (<i>On-Site Common Fill Materials</i>) (Excavate, Dewater, Backfill, Place & Compact)	1	LS	\$
31-2	Rough Grading (<i>Limits of Disturbance</i>)	1	LS	\$
31-3	Clearing & Grubbing	1	LS	\$
Total of All Lump Sum Bid Items				

- B. All specified allowance(s) are included in the price(s) set forth below and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Owner's Contingency Allowance	\$150,000
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3.02 Unit Price Bids

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

Item	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
Division 2 – Existing Conditions					
2-15	Termination of Existing Site Features (<i>Sanitary Service</i>)	1	EA	\$	\$
2-16	Termination of Existing Site Features (<i>Optional Water Service – with Gate Valve</i>)	1	EA	\$	\$
2-17	Termination of Existing Site Features (<i>Water Service – at Existing Gate Valve, Cap Only</i>)	1	EA	\$	\$
2-18	Termination of Existing Site Features (<i>Electrical Service</i>)	1	EA	\$	\$

BID FORM

Item	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
2-19	Termination of Existing Site Features (<i>Telecommunication Service</i>)	1	EA	\$	\$
Division 31 – Earthwork					
31-4	Earthwork - Import and Placement of Balance Fill Materials - (Furnish, Install & Compact Type 2 Subbase Cap)	2,000	TONS	\$	\$
Division 32 – Exterior Improvements					
32-1	Topsoil, Erosion Control Mat & Seeding - (<i>Furnish & Install Vegetative Cover</i>)	110	SY	\$	\$
Total of All Unit Price Bid Items					

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.

3.03 Alternate Bids

- A. All Alternates will be awarded, however, Contractor shall not proceed with Work involving any Alternate, until written approval from the Owner or Owner's designee, (*via email, fax, postal or express mail*) indicating the Alternate(s) to proceed with is received by Contractor.
- B. Notwithstanding the estimated quantities for each Alternate, if certain Alternates are not selected and/or the total cost of any selected Alternate exceeds or is less than the estimated cost, as long as the cost to complete the Work involving all selected Alternates does not exceed the Contract Sum at that point in the Project, costs may be shifted between lines during the Project as an adjustment to the Schedule of Values.
- C. Bidder will provide pricing for the following Work as further described in Section 1.4 of Technical Specification Section 01 10 00 – Summary of Work:

BID FORM

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Alt-1A	Alternate Bid Item #1A - Static Compressive Load Testing of Pile Cap for first pile cap (Pile G22 is representative of the pile cap to be tested)	EA	1	\$	\$
Alt-1B	Alternate Bid Item #1B - Static Compressive Load Testing of Pile Cap for additional pile caps (Pile H21 is representative of the pile cap(s) to be tested)	EA	5	\$	\$
Alt-2	Alternate Bid Item #2 – Extraction of Wood Pile	EA	2	\$	\$
Alt-3	Alternate Bid Item #3 – Cutting of Wood Piles to Four Feet (4’) Below Finished Grade	EA	10	\$	\$
Alt-4	Alternate Bid Item #4 – Cutting Steel Piles to Four Feet (4’) Below Finished Grade	EA	10	\$	\$
Alt-5	Alternate Bid Item #5 – Soil Sampling and Testing (<i>Per Section 02 41 16 of the Technical Specifications</i>)	EA	6	\$	\$
Alt-6	Alternate Bid Item #6 – Export and Management of Balance Clean Fill Materials - (Test, Load, Transport & Delivery for Documented Beneficial Use)	TONS	100	\$	\$
Alt-7	Alternate Bid Item #7 – Import and Placement of Balance Fill Materials - (Furnish, Install & Compact Common Fill)	TONS	2,000	\$	\$
Alt-8	Alternate Bid Item #8 – Export and Management of Balance Concrete Materials - (Load, Transport & Delivery for Documented Recycling or Beneficial Use)	TONS	100	\$	\$
Alt-9	Alternate Bid Item #9 – Export and Disposal of Contaminated Fill Materials - (Load & Transport)	TONS	750	\$	\$
Total of All Alternative Bid Items					\$

D. 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.

3.04 Total Bid Price (Lump Sum, Allowances, Unit Prices and all Alternates)

Total Bid Price	\$
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- A. The Award will be made to the Lowest Responsive and Responsible Bidder based upon Total Bid Price, however, while Alternates 1-6 will be considered to determine the low bid the Owner will only select the necessary Alternates as determined by the Owner.
- B. The Owner reserves the right to negotiate all pricing (e.g. Unit, Alternate, Lump Sums on Bid Sheet) with the low bidder and to select certain Alternates.
- C. The Total Contract Sum, in the executed contract, may not include all Alternates and, even if all Alternates are included, for purposes of Bond requirements, the total amount required

BID FORM

for Performance and Payment Bonds will be only be the Total Bid Price amount from this Bid Form unless a lower Total Bid Price was negotiated.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within 120 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 140 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

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:
 Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 1. 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.
 2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 3. 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.

BID FORM

4. 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.
5. 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.
6. 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.
7. 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.
8. Bidder has given Construction Manager 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 Construction Manager is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. 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.

BID FORM

- 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.
- 5. Bidder will perform the Work in accordance with the Contract Documents for the prices shown in the Bid Schedules that follow.
 - 6. Bidder acknowledges that Bidder's price(s) constitute Bidder's sole compensation for performing all portions of the Work assigned to the specific Contractor required by the Contract Documents, and if a particular part of the Work is not listed specifically in the Bid Item Descriptions, Bidder has included that part of the Work in the Bid Item Description which it most logically belongs.

BID FORM

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) _____

SUBMITTED on _____, 20