



**THOMPSON
& LITTON**

BID FORM

PROJECT IDENTIFICATION:

**Montgomery County Magistrate and
Court Services**

CONTRACT IDENTIFICATION NO:

T&L Project No. 16910

**Montgomery County Government Center
755 Roanoke Street
Christiansburg, Virginia 24073**

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 Contract Price and within the Contract Time 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 and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within the timeframe presented in the Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (A) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Number	Date

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (C) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers

necessary for the performance or furnishing of the Work at the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- (D) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing utilities at or contiguous to the site and assumes responsibility for the accurate location of said utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions.
- (E) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (F) Bidder has given Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
- (G) 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 for the following price:

BID OPTION 1 - PART A – LUMP SUM PRICE FOR THE CONSTRUCTION OF A NEW MAGISTRATE AND COURT SERVICES BUILDING FOR MONTGOMERY COUNTY. INCLUDING PHASING IDENTIFIED ON PLANS TO ALLOW PEDESTRIAN AND VEHICULAR ACCESS TO THE EXISTING JAIL ENTRANCE NEAR THE EXISTING JAIL SALLYPORT. ALL SITE MODIFICATIONS ARE INCLUDED IN THE PROJECT. PRICE SHALL INCLUDE ALLOWANCES AS INDICATED IN SPECIFICATION SECTION 01 2100 – ALLOWANCES, AND IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.

_____ Dollars (\$_____)

BID OPTION 2 - PART A – LUMP SUM PRICE FOR THE CONSTRUCTION OF A NEW MAGISTRATE AND COURT SERVICES BUILDING FOR MONTGOMERY COUNTY. NO PHASING IS INCLUDED WITH THIS OPTION PEDESTRIAN AND VEHICULAR ACCESS TO THE EXISTING JAIL ENTRANCE

DOES NOT HAVE TO BE MAINTAINED. ALL SITE MODIFICATIONS ARE INCLUDED IN THE PROJECT. PRICE SHALL INCLUDE ALLOWANCES AS INDICATED IN SPECIFICATION SECTION 01 2100 – ALLOWANCES, AND IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.

Dollars (\$_____)

PART B - UNIT PRICE

Unit Price No. 01: Trench Rock Removal as defined by Section 31 2316.26 Rock Removal.

Estimated Quantity of 400 Cubic Yards (C.Y.) @ \$__ per ____ = _____

Dollars (\$_____)

Unit Price No. 02: Site Rock Removal as defined by Section 31 2316.26 Rock Removal.

Estimated Quantity of 1200 Cubic Yards (C.Y.) @ \$_ per ____ = _____

Dollars (\$_____)

Unit Price No. 03: Unsatisfactory Soils as defined by Section 31 2316 Excavation.

Estimated Quantity of 400 Cubic Yards (C.Y.) @ \$__ per ____ = _____

Dollars (\$_____)

TOTAL BASE BID – OPTION 1 (PART A + PART B)

Dollars (\$_____)

TOTAL BASE BID – OPTION 2 (PART A + PART B)

Dollars (\$_____)

NOTE: The Contract, if awarded, will be based on the total base bid which will include one of two options selected by the County, either Option One, with construction phasing or Option Two without construction phasing. Montgomery County reserves the right to award based on either option 1 or option 2, whichever is in the best interest of the County.

5. Bidder agrees that the Work will be substantially completed within Four Hundred Eight (480) consecutive calendar days after Notice to Proceed, and Final Completion shall be achieved within thirty (30) consecutive calendar days after Substantial Completion.
6. In the event that the project does not reach Substantial Completion within the time specified in Paragraph 5 above, Owner and Contractor recognize that time is of the essence with regard to this Agreement and that the Owner will suffer financial loss and inconvenience if Work is not completed within the designated time. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for project completion.
7. The following documents are attached to and made a condition of this Bid:
 - (A) Required Bid Security in the form of _____.
 - (B) Required Contractor's Qualification Statement with supporting data.
 - (C) Certification of Bidder Regarding Debarment.
 - (D) Workers' Compensation Certificate of Coverage.
8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

The following address: _____
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20__.

(Attach Evidence of Authority to Sign.)

IF BIDDER IS:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

Email Address: _____

A Partnership

By _____

(Firm Name)

_____ (SEAL)

(General Partner)

Business address: _____

Phone No.: _____

Email Address: _____

A Corporation

By _____

(Corporation Name)

(State of Incorporation)

By _____ (SEAL)

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone No.: _____

Email Address: _____

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name)

Email Address: _____

(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).