

Wythe County – Paving 2023

**BID FORM**

**BID RECIPIENT**

1.01 This Bid is submitted to:

**WYTHE COUNTY  
ATTN: Johnny Kincer  
340 SOUTH SIXTH STREET  
WYTHEVILLE, VA 24382**

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 Plans for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Plans and Bidding Form.

**BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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.

**BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Plans, and any data and reference items identified in the Plans, and hereby acknowledges receipt of the following:
  - 1. Bidder has visited the Site, conducted a thorough, visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
  - 2. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work, especially with respect to Technical Data in such reports and drawings.
  - 3. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
  - 4. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price bid and within the times required, and in accordance with the other terms and conditions.
  - 5. 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.
  - 6. Bidder has given the COUNTY written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered and confirms that the written resolution thereof by COUNTY is acceptable to Bidder.
  - 7. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- 8. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Plans.

**BIDDER’S CERTIFICATION**

- 4.01 Bidder certifies that:
  - A. 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;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
    - 1. “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;
    - 2. “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;
    - 3. “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; and
    - 4. “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.

**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Plans for the following price(s): Plans Provided

**TOTAL BASE BID PRICE – ASPHALT 2023 4 Locations, LMRS, Speedwell, Apple House, Ivanhoe FD**

\$ \_\_\_\_\_  
*Total from Bid Sheet (Total Dollars)*

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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 90 calendar days of the notice to proceed.
- 6.02 Bidder accepts the provisions as to liquidated damages: If the project is not substantially complete within the 120 calendar days of the notice to proceed, the contractor shall be penalized at a rate of \$250 per day until substantial completion is achieved as decided by the County Engineer.

**ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. List of Proposed Subcontractors;
  - B. List of Proposed Suppliers;
  - C. List of Project References;
  - D. Contractor’s License No.: \_\_\_\_\_ [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. A Bid Bond will be required at the time of the bid and can be a check that equals 5% of the Bid.
  - F. A Performance Bond in the dollar amount of the bid will be required by the successful bidder before the project can be awarded.

**BID SUBMITTAL**

BIDDER:

By: \_

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

Bidder’s License No.: \_\_\_\_\_