

I N D E X
DIVISION B
PROPOSAL

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REVISED: February 1, 2022

DIVISION B
PROPOSAL

FOR

SOUTH CUSTER BOOSTER PUMP STATION EXPANSION

Honorable Mayor and City Council
City of Monroe
Monroe, Michigan

Dear Mayor and Council:

1. The undersigned, having familiarized (themselves, herself, himself) with the local conditions affecting the cost of the work and with the Contract Documents including Advertisement for Bids, Instruction to Bidders, General Conditions and Specifications, Proposal, Contract, Bonds, Plans and Specifications, etc., hereby propose(s) to perform everything required and to provide and furnish all labor, materials, necessary tools, equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the

SOUTH CUSTER BOOSTER PUMP STATION EXPANSION

according to the Plans and Specifications.

2. CERTIFIED CHECK: Accompanying this proposal is a certified check or bid bond in the amount of five percent (5%) of the total bid, which amounts to \$_____, payable to the City of Monroe, Michigan, which it is agreed will be forfeited to said City of Monroe if the undersigned fails to enter into a contract in conformity with the Form of Contract incorporated herein, and furnish bonds and certificates of insurance as specified, within fifteen days after receiving written notice that the Contract is awarded to the undersigned.
3. TIME OF COMPLETION AND LIQUIDATED DAMAGES:
 - 3.1 Time of Completion: The Contractor shall commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City Engineer or his authorized representative and shall fully complete all work by **June 30, 2024**. However, as it is recognized that material / equipment lead times are highly uncertain, for each calendar day beyond March 31, 2024 that delivery of one or more major material / equipment items is delayed, this completion date will be extended by one additional calendar day, provided bidder makes timely order following contract award.
 - 3.2 Deductions for not completing on time: If the contract work is not fully completed according to the terms of the Contract within the time limit herein

stipulated, the Contractor shall pay the City, not as penalty, but as liquidated damages, a sum equal to TWO HUNDRED (\$200.00) dollars per calendar day for each day elapsing between expiration of such time limit and date of all completion; provided, however, that the time limit herein stated is subject to extension without payment of damages as provided in Division D. Where any deductions from or forfeiture of payment in connection with the work of the Contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this Contract, State Laws or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

4. APPROXIMATE QUANTITIES AND UNIT PRICES:

The City shall pay the Contractor for all work included in and completed according to this Contract, the prices shown in the following schedule of quantities, but it is understood that the quantities indicated are only approximate and may not represent the actual amount of work to be performed.

5. BID UNITS:

The following is an example of how this section should be completed:

ITEM NO.	UNITS	NO. OF UNITS	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE FIGURES	AMOUNT
1.	LFT	200	12" DIA. REINFORCED CONCRETE C-76-IV STORM SEWER.		
			<u>ten</u> DOLLARS <u>no</u> CENTS	\$ <u>10.00</u>	\$ <u>2000.00</u>
2.	EACH	7	4 FT. DIA. MANHOLE.		
			<u>two hundred fifty-two</u> DOLLARS <u>ten</u> CENTS	\$ <u>252.10</u>	\$ <u>1764.70</u>
TOTAL BID					\$ <u>3764.70</u>

SOUTH CUSTER BOOSTER PUMP STATION EXPANSION - BID FORM

Note: Provide Lump Sum for full scope of work as described on plans and in specifications.

Base Bid \$ _____

Bidder's Signature

Company Name (Please Print)

Bidder's Name (Please Print)

Company Street Address

Telephone Number Fax Number

City, State ZIP

Email Address

List of Subcontractors

Subcontractor

Subcontractor

Subcontractor

Subcontractor

Subcontractor

Subcontractor

6. In submitting this bid it is understood that the right is reserved by the City of Monroe, Michigan to reject any or all bids. It is agreed that this bid may not be withdrawn for SIXTY (60) DAYS from the opening of bids thereof. I/We hereby declare that

(Name and Address of Bidding Company)
will execute a contract with the City of Monroe, Michigan according to the forms attached hereto and furnish the required bonds, all within fifteen (15) days after notification of award of Contract.

7. PROPOSAL SIGNATURES:

State of _____)

County of _____)

_____, being
(Officers)

first duly sworn on oath deposes and says that the bidder on the above proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(Officers)
deposes and says that he has examined and carefully prepared his bid proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Proposal or bid; that the statements contained herein are true and correct.

(Fill out Applicable Paragraph Below)

A. Corporation

The bidder is a corporation organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full name of its officers are as follows:

President _____

Vice President _____

Secretary _____

Treasurer _____

Other _____

and it does ____ have a corporate seal. The _____ (officer) is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached.

B. Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

C. Individual

The Bidder is an individual whose full name is _____, and if operating under a trade name, said trade is as follows:

ALL BIDDERS COMPLETE THE FOLLOWING SECTION:

Date: _____, 20__.

Title

(Sign Here) By: _____

(Seal) If Corporation
Telephone No: _____

Subscribed and sworn to me this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

BID BOND

(To be executed by Bidder and Surety before submitting bid, unless certified check is submitted.)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____
(Name & Address of Contractor)

as principal (Bidder) and _____
(Name & Address of Bonding Company)

_____ as surety are held and firmly bound unto the

Owner, the City of Monroe, in the sum of _____

_____ Dollars (\$_____).

for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, our successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the attached Proposal for

_____ is accepted,

and the Contract awarded to the above Bidder for construction of all work entitled as

_____ and the said Bidder shall, within fifteen (15) days after notice of such award, enter into a contract in writing and give bond as required for the faithful performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and virtue in law.

Signed and sealed at

this _____ day of _____, A.D., 20 ____.

Principal

Surety

STATEMENT OF EXPERIENCE BIDDER

The bidder is requested to state below what work of similar magnitude and character he has done, and to give references that will enable the City to judge their experience, skill and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the Contract. This form should also be provided for all subcontractors whose work has a proposed value of greater than \$50,000.

<u>Project Location</u>	<u>Reference & Telephone Number</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

 Date

 Bidder

By _____

AFFIDAVIT OF NON-COLLUSION

State of _____)
_____ County)

_____ being duly sworn upon oath, deposes and says
Bidder's Agent/Officer

that _____ has filed a bid with the Clerk-Treasurer
Bidding Company

of the City of Monroe, Michigan, this _____ day of _____, 20 ____ for the
construction of _____

_____.

Affiant further says that in making such bid that neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders in bidding on said Contract or work and further says that such bids are made without regards or references to any other bidder or bids and without any agreement, understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

Agent/Officer's Signature

Subscribed and sworn to me this _____ day of _____, 20 ____.

Notary Public _____

My Commission Expires: _____

CITY OF MONROE, MICHIGAN
C O N T R A C T

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the City of Monroe, Monroe County, Michigan, a Michigan Municipal Corporation, Party of the First Part, and _____
_____, party of the Second Part of the City of _____, County of _____, State of _____.

- a. That all proposals, specifications, plans, bonds, etc., hereto attached or herein referred to, shall be and are hereby made a part of this Agreement and Contract.
- b. That the Party of the Second Part, under penalty of the bonds attached, shall furnish all labor, materials, and appliances necessary, and do all the work asset forth in the proposal, and in accordance with the plans titled **South Custer Booster Pump Station Expansion** and in accordance with the specifications which have been made a part of this Contract, in a manner, time and place, all and singular, as therein set forth.

IN CONSIDERATION WHEREOF, said Party of the First Part, for it and its successors, promises and agrees to pay to said Party of the Second Part, the sum provided in the attached proposal, specifications, etc., namely for the work performed at the unit prices in Division B all in the time and manner therein provided.

For the faithful performances of all and singular of the stipulations, terms, and conditions of this agreement, said parties respectfully bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

CITY OF MONROE (Party of the First Part)

CITY OF MONROE WITNESS

Robert E. Clark, Mayor

City of Monroe Witness

Michelle J. LaVoy, Clerk-Treasurer

City of Monroe Witness

CONTRACTOR (Party of the Second Part)

CONTRACTOR WITNESS

Contractor Principal

Contractor Witness

Contractor Principal

Contractor Witness

AFFIDAVIT OF RESPONSIBLE BIDDER

Required only for those contracts greater than \$175,000 in overall value based on submitted bid. For applicable contracts, this form must be submitted by bidder and any proposed subcontractors intending to perform work valued at greater than \$50,000.

State of _____)

_____ County)

_____ being duly sworn upon oath, deposes and says
Bidder's Agent/Officer

that _____ has filed a bid with the Clerk-Treasurer
Bidding Company

of the City of Monroe, Michigan, this _____ day of _____, 20 ____ for the contract entitled: _____.

Affiant further says that in making such bid that they recognize the City's acceptance and / or award of said bid is conditioned upon the determination that the bidder and any subcontractors intending to perform work valued at over \$50,000 are deemed to be a "Responsible Bidder" in accordance with the City's Purchasing and Contract ordinance, which requires submission of a Pre-Qualification packet to the Engineer no later than ten (10) days prior to the opening of bids, and the bidder and subcontractor(s) to receive a minimum score of 80 points. Affiant further acknowledges, under penalty of perjury, that the required Bidder Information Questionnaire provided with the bid is truthful and accurate to the best of their knowledge at the time submitted, and that if any information contained therein materially changes during the course of the contract, they shall promptly inform the Engineer of same.

Agent/Officer's Signature

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public _____

My Commission Expires: _____

SUBCONTRACTOR LISTING

Required only for those contracts greater than \$175,000 in overall value based on submitted bid. For applicable contracts, this form must be submitted by bidder detailing proposed subcontractors intending to perform work valued at greater than \$50,000. Subcontractors listed below are in turn themselves required to be designated as Responsible Bidders by the City, and bidder shall submit Bidder Information Questionnaire on their behalf as a part of the bid. Attach additional sheets if necessary.

<u>Subcontractor Name</u>	<u>Proposed Work and Approximate Value</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

Date

Bidder

By _____