

**BID PROPOSAL
FOR THE CONSTRUCTION OF
CHARTER TOWNSHIP OF SHELBY
SANITARY SEWER SAD 34-S-2015
MACOMB COUNTY, MICHIGAN**

**TO: Charter Township of Shelby
Clerk's Office
52700 Van Dyke
Shelby Township, MI 48316**

Gentlemen:

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, The Agreement, Bonds and Drawings on file at the Municipal Offices of the Charter Township of Shelby and the Consulting Engineers (Fazal Khan & Associates), hereby proposes to perform all work required to be performed and provide and furnish all labor, materials, necessary tools and equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required for construction of the following:

Charter Township of Shelby Sanitary Sewer SAD 34-S in the Charter Township of Shelby, all in accordance with the drawings and specifications as prepared by:

**Fazal Khan & Associates, Inc.
43279 Schoenherr Road
Sterling Heights, MI 48313**

**Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48316**

The undersigned Bidder proposes and agrees, if the Proposal 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 Proposal and in accordance with the other terms and conditions of the Bidding Documents.

Including Addendum Nos:

<u>Addendum #</u>	<u>Date</u>
<u> 1 </u>	<u> </u>
<u> 2 </u>	<u> </u>
<u> </u>	<u> </u>

**BID PROPOSAL
CHARTER TOWNSHIP OF SHELBY
SANITARY SEWER SAD 34-S**

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY.	UNIT PRICE	PROPOSAL PRICE
1	Bonds, Insurance and Mobilization (3% Max)	LS	1		
2	Tree, Rem, 6 inch to 18 inch	Ea	47		
3	Tree, Rem, 19 inch to 36 inch	Ea	9		
4	Tree, Rem, Greater Than 37 inch	Ea	4		
5	Tree Clearing	Sta	94.80		
6	San Sewer, Rem, Less Than 24 inch	Ft	20		
7	Dr Structure Rem	Ea	2		
8	Culv, Rem, Less Than 24 inch	Ea	6		
9	Sewer, Rem, Less Than 24 inch	Ft	142		
10	Sidewalk, Rem	Syd	58		
11	Driveway, Rem	Syd	828		
12	Sanitary Service Connection, PVC, 6 inch,	Ea	28		
13	Sanitary Lead, PVC, Sch 40, 6 inch	Ft	1,091		
14	Sanitary Lead, 6 inch Directional Drill	Ft	255		
15	Sanitary Sewer, PVC Truss, 10 inch,	Ft	382		
16	Sanitary Sewer, PVC Truss, 12 inch,	Ft	1,720		
17	Sanitary Sewer, CI V, 15 inch,	Ft	4,149		
18	Sanitary Sewer, CI V, 18 inch,	Ft	5,755		
19	Sanitary Sewer, CI V, 21 inch,	Ft	3,233		
20	Steel Casing Pipe, 18 inch, Jacked in Place	Ft	90		
21	Steel Casing Pipe, 20 inch, Jacked in Place	Ft	65		
22	Steel Casing Pipe, 24 inch, Jacked in Place	Ft	60		
23	Steel Casing Pipe, 36 inch, Jacked in Place	Ft	869		
24	Steel Casing Pipe, 36 inch, Open Cut	Ft	116		
25	Removal of 12-inch to 24-inch Diameter Boulders from Casing	Ea	22		
26	Mirafi 140N Filter Fabric	Ft	6,317		
27	Interior Drop Connection, 8 inch	Ea	1		
28	Interior Drop Connection, 10 inch	Ea	1		
29	Sanitary Manhole, 48 inch dia	Ea	20		
30	Sanitary Manhole, 60 inch dia	Ea	28		
31	Sanitary Manhole, 72 inch dia	Ea	2		
32	Pipe Testing	Ft	15,239		
33	Culv, CI A, CSP, 12 inch	Ft	456		
34	Culv, CI A, CSP, 30 inch	Ft	20		
35	Sewer, CI V, 15 inch	Ft	16		

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY.	UNIT PRICE	PROPOSAL PRICE
36	Sewer, CI V, 18 inch	Ft	50		
37	Culv End Sect, Metal, 12 inch	Ea	22		
38	Culv End Sect, Metal, 30 inch	Ea	2		
39	Dr Structure, 24 inch dia	Ea	2		
40	Dr Structure Cover, Catch Basin	Ea	2		
41	Sidewalk, Conc, 4 inch	Sft	475		
42	Sidewalk, Ramp, Conc, 6 inch	Sft	48		
43	Detectable Warning Surface, Modified	Ft	5		
44	Driveway, Nonrienf Conc, 6 inch	Syd	465		
45	Maintenance Gravel	Cyd	33		
46	Aggregate Base, 6 inch	Syd	1,600		
47	Aggregate Surface, Cse, 6 inch	Syd	692		
48	Fence, Moving	Ft	553		
50	Septic Lead Repair	Ea	5		
51	Sewer Tap, 6 Inch and Abandon Septic Tank	Ea	20		
52	Surface Restoration, Hydroseeding	Syd	95,050		
53	Wetlands Restoration	Syd	1,730		
54	Soil Erosion and Sedimentation Control	LS	1		
55	Sign-Remove, Salvage and Re-erect	LS	1		
56	Audio Visual Record of Construction Area	LS	1		
57	Traffic Control and Maintenance	LS	1		
58	Dewatering System	LS	1		
59	Driveway, HMA, 1300 T, 2 inch	Ton	55		
60	Driveway, HMA, 1300 L, 2 inch	Ton	55		
61	Construction Observation Crew Days (INPUT QUANTITY)	Days		\$480.00	

TOTAL AMOUNT ALL ITEMS: \$ _____

TOTAL AMOUNT, ALL ITEMS, WRITTEN IN WORDS

Unit prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimate quantities are not guaranteed, and are solely for the purpose of comparison of Proposals, and final payment for all Unit price Proposal items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER'S REPRESENTATIONS

In submitting this Proposal, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is acknowledged on Page P-1.

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site for conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and locals Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and a safety precautions and programs incident hereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) Proposed and within the times and in accordance with other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted
- K. Bidder will submit written evidence of its authority to do business in the State of Michigan not later than the date of its execution of the Agreement.
- L. Bidder is aware that the Owner's decision to proceed with the project is subject to Owner's determination that all legal, financial and grant approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not o proceed with the Project in which case no Bidder shall have a claim of any kind in contract, tort, equity or otherwise, against the Owner.
- M. Bidders acknowledge that Owner retains the unrestricted right not to proceed with the project or to reject all Bids received. In either case, Owner shall not be liable to any Bidder under any theory including contract, tort, equity or otherwise.
- N. Bidder acknowledges that the unexpected presence and location of existing underground utilities and resulting conflicts with such utilities are ordinarily encountered and generally recognized as inherent in subsurface sanitary sewer and appurtenant work in areas that have been previously developed.

Bidder's Initials _____

FURTHER REPRESENTATIONS

Bidder further represents that:

- A. This Bid Proposal 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 agreement or rules of any group, associates, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal
- C. Bidder has not solicited or induced any individual or entity to refrain from Bidding
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

INSPECTION OF CONSTRUCTION

Construction Inspection by the Owner's representative has been shown in the proposal as a bid item on the basis of Inspector Day at \$480.00 /8 hr. day. This item is included in the contract in order to expedite the construction and insure the Contractor's expedient pursuit of completion of the contract.

A "Crew" as used herein, shall be any Contractor's working force which under normal practice requires the presence of an Inspector to assure the inspecting agency that the quality of work and the operations of the Contractor conform to the requirements of the drawings and specifications. Any work force whose work can be satisfactorily followed by an Inspector otherwise on the project will not be counted as additional "Crew". In the event of a question, whether any working force should be considered a separate "Crew" requiring the presence of an Inspector, the Engineer's determination shall be final.

To account for crews working other than 8 hours on a regular work day, the following equivalents shall apply to cover fractional days and overtime:

1)	Through 4 hours	1/2 crew day
2)	Over 4 hours through 6 hours	3/4 crew day
3)	Over 6 through 8 hours	1.0 crew day
4)	Over 8 hours	3/8 crew day for each 2 hours or any part thereof
<u>SATURDAY</u>		
5)	Through 4 hours	3/4 crew day
	Over 4 hours	3/8 crew day for each 2 hours or any part thereof

An Inspector Day is defined as one inspector working eight (8) hours. Inspector's time shall include portal to portal time from the Engineer's office. Charges will be made for Construction Engineering and Contract Administration at standard Township rates in addition to inspection charges.

If more than one inspector is required they will be provided at the stated rate.

If the work is stopped due to inclement weather, inspection time will be for actual time on the job plus travel time, but not less than 4 hours.

If the Contractor stops work for any reason and fails to notify the Engineer's office of such, resulting in the inspector being sent to the work site, 4-hours minimum inspection time plus travel time will accrue to inspection cost for that day.

The Contractor shall notify the Inspecting Agency at least 24 hours in advance of changes in his work force or operations which will increase or decrease the number of inspectors required on the project.

The Proposal lists the unit cost for Inspector Day. The Bidder is to fill in the estimated number of "Crew" days that will be required to complete the project, multiply by the unit price noted, and extend the item to determine the item price. Time spent on final inspections by Township personnel will be deducted from the inspection money.

Total costs for inspection will be determined when the construction is complete. If inspection money is not depleted, the Contractor will receive the remaining amount in the final estimate. If inspection money is depleted, the overage will be deducted from the final estimate.

ADDITIONAL REQUIREMENTS

The undersigned affirms that in making such proposal neither he nor any company that he may represent nor anyone on behalf of him or company directly or indirectly has entered into any combination or collusion, understanding or agreement with any bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, he will, within ten (10) consecutive calendar days after receiving formal notice of award, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools and construction equipment necessary for the full and complete execution of the work at and for the price named in his proposal and within the times indicated, and he will furnish to the said Owner and to the State of Michigan, such surety for the faithful performance of such contract and for all labor expended thereon as shall be approved and accepted by the said Owner.

The undersigned agrees to complete all of the work items, necessary items and incidental items whether noted on the plan or required in the specifications in a workmanlike manner and does include in the proposal bid items compensation covering all cost to perform the work.

Further, the undersigned agree on the basis of this unit price proposal to accept as final payment the actual measurement or counts of the schedule of prices for all work necessary to complete the project.

Extra work not covered by the schedule ordered by the Engineer or required to complete the project will be agreed upon in writing by the Contractor and Engineer in accordance with the General Conditions which the Contractor agrees to accept as full compensation as written.

The undersigned bidder does hereby represent and warrant that the total price bid in this proposal is a complete and correct statement of the price bid for the work included in said Proposal, and further that all other information given in or furnished with this said Proposal is complete, correct, and submitted as intended by him. He does hereby waive any right or claim he may now have or what may hereafter accrue to him by reason of errors, mistakes, or omissions made by him in said Proposal, to refuse to execute the Contract if awarded to him, or to demand the return of the bid deposit, or to be relieved from any of his obligations required by said Proposal.

TIME OF COMPLETION

The undersigned agrees to complete construction of the sanitary sewer installation, including testing, in order to have the complete installation in service within 420 calendar days after the Notice to Proceed. The complete job, including final cleanup, must be completed within 480 calendar days after the Notice to Proceed.

LIQUIDATED DAMAGES FOR DELAY

Contractor and Owner recognize that time is of the essence and that Owner will suffer damages if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 22 (Changes in Work, Claims) in the General Conditions. The parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual damages suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following amount:

The sum: \$3,000 per Calendar Day beyond the times specified above.

In the event that a court or arbitrator should determine that the liquidated damages for delay clause above is unenforceable, Owner shall have the right to prove its actual damages for delay.

Where Crew Days are set forth as a unit price item in the Proposal they shall not be considered as part of the delay damages and shall be calculated per the Proposal.

Bidder accepts the provisions of the Proposal as to the liquidated damages for delay in the event of failure to complete the Work within the Contract times.

ATTACHMENTS:

- A. The undersigned attaches hereto, as a bid deposit, a (certified check) or (cashier's check) or (bid bond) in the sum of _____ Dollars (\$_____) equal to 5% of bid as required in the Instruction to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said Owner may determine that the undersigned has abandoned his rights and interests in such proposal and that the bid deposit accompanying his

proposal has been forfeited to the said Owner; but otherwise, the said bid deposit shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds and insurance coverage, or upon the rejection of his proposal.

- B. In the interest of expending the award of this contract, the undersigned shall comply with Item 4, **Qualifications of Bidders** of the **INSTRUCTIONS TO BIDDERS** within the time limits specified therein to show that he is qualified and is adequately prepared to perform the work under the Proposed Contract for which this proposal is offered.
- C. List of Proposed Subcontractors

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids.

Name of Bidder: _____

Signature: _____

Print Name

Title of Signer: _____

Business Address
of Bidder: _____

Telephone No.: _____

If Bidder is a Corporation:

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability) _____

Date of Authorization to do business in _____ is _____.

Dated and signed at _____

State of Michigan, this _____ day of _____, 2017.