
PROPOSAL
FOR
2017 PAVING IMPROVEMENTS
CITY OF HOWELL
HOWELL, MICHIGAN

City of Howell
611 E Grand River Ave
Howell, MI 48843

Bids Due: July 13, 2017
On or Before 10:00 am, Local Time
HRC Job No. 20160036

To Prospective Bidders:

Name of Bidder: _____

Address: _____

Date: _____ Telephone: _____ Email: _____

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the City, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed 2017 Paving Improvements Project and appurtenant construction in the City of Howell of Livingston County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said 2017 Paving Improvements Project, and appurtenant work, and agrees to contract with the City of Howell to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Howell, in strict accordance with the Owner's General Conditions, and with the

full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

BASE BID

<u>Item Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization, Max. 10%	1	Lsum	\$ _____	\$ _____
2. Color Audio/Video Route Survey, Special	1	Lsum	\$ _____	\$ _____
3. Tree, Rem, 6 inch to 18 inch	1	Ea	\$ _____	\$ _____
4. Tree, Rem, 37 inch or Larger	1	Ea	\$ _____	\$ _____
5. Sidewalk, Rem	19	Syd	\$ _____	\$ _____
6. Exploratory Investigation, Vertical	50	Ft	\$ _____	\$ _____
7. Pavt, Rem	75	Syd	\$ _____	\$ _____
8. Embankment, CIP	95	Cyd	\$ _____	\$ _____
9. Excavation, Earth	755	Cyd	\$ _____	\$ _____
10. Subgrade Undercutting, 1 x 3, Special	100	Cyd	\$ _____	\$ _____
11. Erosion Control, Inlet Protection, Fabric Drop	20	Ea	\$ _____	\$ _____
12. Project Cleanup	1	Lsum	\$ _____	\$ _____
13. Granular Material, CL II	4	Cyd	\$ _____	\$ _____
14. Aggregate Base, Special	30	Ton	\$ _____	\$ _____
15. Aggregate Base, 6 inch, Special	3,040	Syd	\$ _____	\$ _____
16. Approach, CL II, 4 inch	75	Syd	\$ _____	\$ _____
17. Maintenance Gravel	100	Ton	\$ _____	\$ _____
18. Geogrid, Special	500	Syd	\$ _____	\$ _____
19. Sewer, Cl IV, 12 inch, Tr Det B	38	Ft	\$ _____	\$ _____
20. Sewer Tap, 42 inch	1	Ea	\$ _____	\$ _____
21. Trench Undercut and Backfill	30	Cyd	\$ _____	\$ _____
22. Dr Structure Cover, Adj, Case 1	3	Ea	\$ _____	\$ _____
23. Dr Structure Cover, Adj, Case 2	3	Ea	\$ _____	\$ _____
24. Dr Structure Cover, Type K	2	Ea	\$ _____	\$ _____
25. Dr Structure, 24 inch dia	3	Ea	\$ _____	\$ _____
26. Dr Structure, 72 inch dia	1	Ea	\$ _____	\$ _____
27. Dr Structure Tap, 8 inch	1	Ea	\$ _____	\$ _____
28. Dr Structure Tap, 12 inch	1	Ea	\$ _____	\$ _____
29. Cold Milling HMA Surface	1,802	Syd	\$ _____	\$ _____
30. HMA Surface, Rem	2,310	Syd	\$ _____	\$ _____
31. HMA, 13A, 2 inch, Special	8,022	Syd	\$ _____	\$ _____
32. HMA, Approach, 3 inch, Special	206	Syd	\$ _____	\$ _____
33. Wing Curb, Special	1,034	Ft	\$ _____	\$ _____
34. Reclamite, Special	14,815	Syd	\$ _____	\$ _____
35. Driveway, Nonreinf Conc, 6 inch	42	Syd	\$ _____	\$ _____
36. Curb and Gutter, Conc, Det C4	649	Ft	\$ _____	\$ _____
37. Sidewalk, Conc, 4 inch	26	Sft	\$ _____	\$ _____
38. Sidewalk Ramp, Conc, 6 inch	290	Sft	\$ _____	\$ _____
39. Detectable Warning Surface	36	Ft	\$ _____	\$ _____

<u>Item Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
40. Barricade, Type III, High Intensity, Lighted, Furn	8	Ea	\$ _____	\$ _____
41. Barricade, Type III, High Intensity, Lighted, Oper	8	Ea	\$ _____	\$ _____
42. Minor Traf Devices	1	LS	\$ _____	\$ _____
43. Plastic Drum, High Intensity, Furn	100	Ea	\$ _____	\$ _____
44. Plastic Drum, High Intensity, Oper	100	Ea	\$ _____	\$ _____
45. Sign, Type B, Temp, Prismatic, Furn	342	Sft	\$ _____	\$ _____
46. Sign, Type B, Temp, Prismatic, Oper	342	Sft	\$ _____	\$ _____
47. Traffic Regulator Control	1	LS	\$ _____	\$ _____
48. Greenbelt Restoration, Special	2,308	Syd	\$ _____	\$ _____
49. Water Main, Rem, Special	500	Ft	\$ _____	\$ _____
50. Water Serv, Long, Special	124	Ft	\$ _____	\$ _____
51. Water Serv, Special	108	Ft	\$ _____	\$ _____
52. Curb Stop and Box, 1 inch, Special	14	Ea	\$ _____	\$ _____
53. Water Main, DI, 8 inch, Tr Det G, Special	638	Ft	\$ _____	\$ _____
54. Fire Hydrant, Special	1	Ea	\$ _____	\$ _____
55. Gate Valve and Box, 8 inch, Special	2	Ea	\$ _____	\$ _____
56. Water Main, Cap, 4 inch, Special	1	Ea	\$ _____	\$ _____
57. Water Main, Connection, 6 inch, Special	1	Ea	\$ _____	\$ _____
58. Water Main, Connection, 8 inch, Special	1	Ea	\$ _____	\$ _____
59. Water Main, DI, Fitting, 11.25 deg Bend, Special	4	Ea	\$ _____	\$ _____
60. Water Main, DI, Fitting, 22.50 deg Bend, Special	2	Ea	\$ _____	\$ _____
61. Water Main, DI, Fitting, 45 deg Bend, Special	11	Ea	\$ _____	\$ _____
62. Sanitary Lead, PVC, 6 inch, Special	272	Ft	\$ _____	\$ _____
63. Sanitary Sewer, PVC, 15 inch, Special	298	Ft	\$ _____	\$ _____
64. Sanitary Sewer, PVC, 8 inch, Special	624	Ft	\$ _____	\$ _____
65. Sanitary Sewer, Rem, Less than 24 inch, Special	919	Ft	\$ _____	\$ _____
66. Sanitary Structure, 48 inch dia, Special	2	Ea	\$ _____	\$ _____
67. Sanitary Structure, Adjust, Special	4	Ea	\$ _____	\$ _____
68. Sanitary Sewer Connection, Special	1	Ea	\$ _____	\$ _____
69. Sanitary Structure, Rem, Special	2	Ea	\$ _____	\$ _____
70. Utility Pole Protection, Special	4	Ea	\$ _____	\$ _____
Total Amount of Bid			\$ _____	\$ _____

ALTERNATES

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit a bid based on the information shown on the Drawings and Specifications.

The Owner reserves the right to award the Base Bid depending upon the availability of funds.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Howell in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

TIME OF COMPLETION

If awarded the Contract for the 2017 Paving Improvements, we agree to have all work substantially completed by **October 6, 2017**. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by **October 20, 2017**.

The execution of all work and specific constraints as described in the contract drawings and specifications must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of Howell. The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or

impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of One Thousand Dollars (\$1,000.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning October 6, 2017 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 90 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the City of Howell.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: _____

Signature: _____ Title: _____

Address: _____

County: _____ State: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____ Dated _____

LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares the legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
_____. The Corporation is
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of _____

NAME AND TITLE

HOME ADDRESS

Signed and Sealed this _____ day of _____, 20__.

By (Signature)

Printed Name of Signer

Title

BID BOND

We, the undersigned, _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: _____

in the sum of _____ Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then the obligation of the Principal shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20_____

(Witness) (Principal) (Seal)

(Title)

(Witness) (Surety)

(Title)

END OF SECTION