

**PROPOSAL
FOR THE CONSTRUCTION OF
2013 SIDEWALK GAPS AND IMPROVEMENTS
CHARTER TOWNSHIP OF SHELBY
MACOMB COUNTY, MICHIGAN**

**TO: Charter Township of Shelby
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 2013 Shelby Sidewalk Gaps and Improvements, all in accordance with the drawings and specifications as prepared by:

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

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:

BID SHEET
2013 SIDEWALK GAPS AND IMPROVEMENTS
CHARTER TOWNSHIP OF SHELBY DPW, MACOMB COUNTY, MICHIGAN

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PROPOSAL PRICE
	ADMINISTRATIVE / MISC.				
1	MOBILIZATION, BONDS, INSURANCE AND SETUP (3% Max)	LS	1	1700.00	1700.00
2	PERMITS	LS	1	2000.00	2000.00
3	AUDIO / VISUAL	LS	1	1300.00	1300.00
4	SOIL EROSION / SILT FENCE	LF	2,218	4.00	8,872.00
5	CREW DAYS (INPUT QUANTITY)	EA	5	\$480.00	2400.00
	REMOVAL				
6	REMOVE EX. CONC SIDEWALK	SF	425	2.00	850.00
7	REMOVE EX. ASPHALT	SF	260	3.00	780.00
8	REMOVE TREE, 14"	EA	1	1600.00	1600.00
	IMPROVEMENTS				
9	CONC SIDEWALK (4")	SF	7,698	3.90	30,002.20
10	CONC SIDEWALK (6")	SF	1,110	4.20	4,662.00
11	6" 21AA	SYD	7	30.00	210.00
12	RELOCATE GUARDRAIL	LF	40	100.00	4000.00
12	Restoration (Topsoil, Seed & Mulch)	SYD	650	5.00	3,250.00

TOTAL AMOUNT ALL ITEMS: \$ 61,426.20

Sixty one thousand six hundred twenty six & 20/100
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: 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 to 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.

Bidder's Initials PA

FURTHER REPRESENTATIONS

Bidder further represents that:

- A. This 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. Construction Observation by the Owner's representative has been included in the contract in order to provide the Owner with an estimate of the complete cost of the project. It is expected that the contractor will review the bid package to clearly understand when construction observation is required and to estimate the number of crew days accordingly. Unused Crew Days will **NOT** be paid out to the Contractor. 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 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.

ATTACHMENTS:

The undersigned attaches hereto, as a bid deposit, a (certified check) or (cashier's check) or (bid bond) in the sum of 10% Dollars (\$) equal to 10% 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.

In the interest of expending the award of this contract, the undersigned shall comply with Item 4, **Qualifications of Bidders** of the **INSTRUCTIONS TO BIDDER** 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.

Progress Schedule

The undersigned agrees to complete construction of the sidewalk gaps and improvements within thirty (30) calendar days after the Notice to Proceed. The complete job, including final cleanup, must be completed within 60 calendar days after the Notice to Proceed.

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

Name of Bidder: Audia Construction

Signature: Ronetta Audia

Ronetta Audia
Print Name

Title of Signer: President

Business Address of Bidder: 2985 Childs Lk.

Milford, MI 48381

Telephone No.: 248-676-9570

If Bidder is a Corporation:

State of Incorporation: MI

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

Date of Authorization to do business in Michigan is Jan 8, 1990

Dated and signed at Milford

State of Michigan, this 30 day of April, 2013.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONNECTICUT 06183

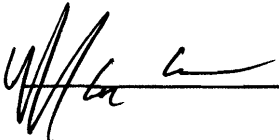
KNOW ALL MEN BY THESE PRESENTS,

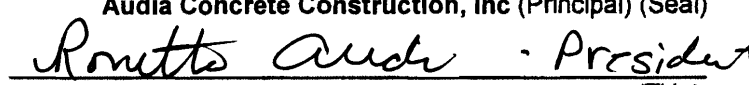
That we, **Audia Concrete Construction, Inc , PO Box 72, Milford , MI 48381**
as Principal hereinafter called the Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of
Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter
called the Surety, are held and firmly bound unto Township of Shelby, 52700 Van Dyke Ave, Shelby Twp, MI 48316
as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Accompanying Bid -----**
(\$ **10%**) 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.

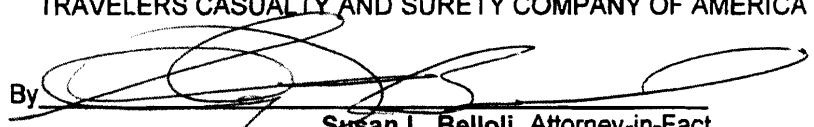
WHEREAS, the Principal has submitted a bid for **2013 Sidewalk Gap & Improvement - Install Sidewalks**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
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 Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this **2nd** day of **May, 2013**


(Witness)

Audia Concrete Construction, Inc (Principal) (Seal)

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By 
Susan L. Belloli, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The
language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

S-1869-G (07-97)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215736

Certificate No. 005018894

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Belloli, T. J. Griffin, Terence J. Griffin, Terri L. Young, and William A. Pirret

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of August, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 29th day of August, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

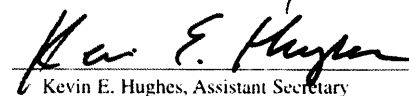
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2 day of May, 2013.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.