

**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	\$1394.00	\$ 1394.00
2	PERMITS	LS	1	\$2000.00	\$ 2000.00
3	AUDIO / VISUAL	LS	1	\$1000.00	\$ 1000.00
4	SOIL EROSION / SILT FENCE	LF	2,218	\$ 2.00	\$ 4436.00
5	CREW DAYS (INPUT QUANTITY)	EA	6	\$ 480.00	\$ 2880.00
	REMOVAL				
6	REMOVE EX. CONC SIDEWALK	SF	425	\$ 1.00	\$ 425.00
7	REMOVE EX. ASPHALT	SF	260	\$ 1.00	\$ 260.00
8	REMOVE TREE, 14"	EA	1	\$1000.00	\$ 1000.00
	IMPROVEMENTS				
9	CONC SIDEWALK (4")	SF	7,698	\$ 3.00	\$23094.00
10	CONC SIDEWALK (6")	SF	1,110	\$ 5.00	\$ 5550.00
11	6" 21AA	SYD	7	\$ 25.00	\$ 175.00
12	RELOCATE GUARDRAIL	LF	40	\$ 60.00	\$ 2400.00
12	Restoration (Topsoil, Seed & Mulch)	SYD	650	\$ 5.00	\$ 3250.00

****Additional if needed:**

Handicap Ramp w/ Stamps

\$900.00 each

Tree Removal 4" - 8" \$600.00 each 9"- 13"

\$800.00 each

TOTAL AMOUNT ALL ITEMS: \$ 47,864.00

FORTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS

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

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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 Four thousand seven eighty-six and 40/100 Dollars (\$4,786.40) 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: Farnese Contractors, Inc.

Signature: Anna Farnese

Anna Farnese
Print Name

Title of Signer: President

Business Address of Bidder: 49783 Golden Park Drive

Shelby Township, MI 48315

Telephone No.: 586/524-5893

If Bidder is a Corporation:

State of Incorporation: Michigan

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

Date of Authorization to do business in Michigan is 1/24/2007.

Dated and signed at Shelby Twp

State of Michigan, this 1st day of May, 2013.

BID BOND

BIDDER (Name and Address):

Farnese Contractors, Inc.
49783 Golden Park Dr.
Shelby Twp., MI 48315

SURETY (Name and Address):

Western Surety Company
P.O. Box 5077
Sioux Falls, SD 57117-5077

OWNER:

Charter Township of Shelby
52700 Van Dyke
Shelby Township, MI 48316

BID

Bid Due Date: May 2, 2013
Charter Township of 2013 Shelby Sidewalk Gaps and Improvements

BOND

Bond Number: 71406904
Date: May 2, 2013
Penal Sum: ten percent of amount bid (10%)
(10% of Proposal Amount) (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed below, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Farnese Contractors, Inc.
Bidder's Name

By:

Anna Farnese
(Signature)

PRESIDENT
(Title)

Witness:

[Signature]
(Signature)

AnnMarie Farnese
(Print Name)

Western Surety Company
Surety's Name

By:

Nancy A. Beard
(Signature)

Nancy A. Beard, Attorney-in-fact
(Title)

Witness:

[Signature]
(Signature)

Tina Resovsky, CSR
(Print Name)



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71406904

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Nancy A. Beard

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Farnese Contractors, Inc.

Obligee: Charter Township of Shelby

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 2, 2013, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 2nd day of May, 2013.

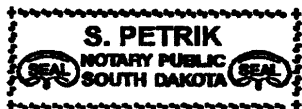


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 2nd day of May, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of May, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF Michigan }
COUNTY OF Oakland } ss **ACKNOWLEDGMENT OF SURETY**
(Attorney-in-Fact) Bond No. 71406904

On this 2ND day of MAY, 2013, before me, a notary public in and for said County, personally appeared Nancy A. Beard to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Nancy A. Beard acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Troy, Michigan, the day and year last above written.

My commission expires
OCTOBER 6, 2018

Elaborah A. Douglas
Notary Public