

SECTION 00 4100 BID FORM

PROJECT: WEST LUDINGTON AVENUE AND STEARNS PARK IMPROVEMENTS PHASE I
SUBMIT 1 COPY

TO:

City of Ludington (Owner)
400 S. Harrison Street
Ludington, Michigan 49431

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name Hallack Contracting Inc
Address 4223 W Polk Rd
City, State, Zip Hart MI 49420
Telephone: 231-873-5081 Fax: 231-873-2889

In compliance with your Advertisement for Bids, the bidder hereby proposes to perform all work for the construction of: W. Ludington Avenue and Stearns Park Improvements Phase 1.

2.01 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Progressive AE for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Five Hundred Fifty Two Thousand Twenty Five and 50/100 dollars
(\$ 552,025.50), in lawful money of the United States of America.

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable federal taxes are included and State of Michigan taxes are included in the Bid Sum.

**Winter Conditions not included in this bid - if needed, will be subject to additional charges.*

2.02 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

2.03 CONTRACT TIME

- A. If this Bid is accepted, we will: **do the western most work this fall with final completion by 5/22/19**
- B. Complete the Work in ten calendar weeks from the date of the preconstruction meeting..

2.04 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
 - 1. Provide and install drinking fountain with drain, backflow preventor and blowdown valve.
\$ 7500.00
 - 2. Demolish existing pavement as needed, regrade area and provide new 9-space asphalt parking area between Stearns Drive and the promenade entry area.
\$ 25,000.00

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2.05 CHANGES TO THE WORK

- A. When Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 20 percent overhead and profit on the net cost of our own Work;
 - 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Engineer-approved net cost plus 10% of the overhead and profit percentage noted above.

ACKNOWLEDGEMENT OF ADDENDA

The following Addenda have been received and are hereby acknowledged, and their execution is included in the Bid Price

Addendum # 1 Dated 8/30/2018
Addendum # 2 Dated 9/4/2018
Addendum # _____ Dated _____
Addendum # _____ Dated _____

CERTIFICATION

By submission of this bid, each bidder certifies, and, in the case of a joint bid, each party certifies as to his/her own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Further, each bidder also certifies that he/she has examined all sections of the contract documents and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance.

Bidder understands that the quantities shown are approximate only and are subject to either increase or decrease.

CONSTRUCTION PERIOD

The bidder hereby agrees to commence the work under this contract immediately after the date of the Notice to Proceed and to substantially complete the work by 10 weeks from the time of the preconstruction meeting, to the condition where it can be turned over and used by the Owner and fully complete the project not later than 10 business days from the time of the substantial completion, in accordance with the schedule developed by the Owner, unless the period of completion is extended by mutual agreement.

The bidder shall include and shall be deemed to have included, in his/her bid, all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

The undersigned further agrees to do such extra work as may be authorized, in writing, by the Owner, prices for which are not given in this proposal. Compensation shall be made on the basis agreed upon, in writing, before such work is begun.

The bidder shall base bids on the materials or products specified or shown on the drawings.

LIQUIDATED DAMAGES

The bidder agrees to pay, as liquidated damages, the sum of \$250 for each consecutive calendar day after the time stated above until the project is complete, as provided in the supplemental general conditions. The owner or his/her duly authorized representative is authorized to retain said liquidated damages out of money that may be due or become due.

When the specified or officially changed construction period is exceeded by the Contractor, the cost of extended construction observation and extended construction administration will be assessed to the Contractor. The Contractor's responsibility to cover these costs is independent of the Owners' decision to waive or institute liquidated damages. The activities of other independent project contractors working on other contracts, will not relieve this Contractor of his responsibilities under this contract.

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BID FORM SUPPLEMENTS

A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

RESPECTFULLY SUBMITTED,

DATE: 9/7/18

The Corporate Seal of Daniel Hallack was hereunto affixed in the presence of:

(Bidder - print the full name of your firm)

Hallack Contracting Inc

(Authorized signing officer, Title)

(Seal) Daniel Hallack president

(Authorized signing officer, Title)

Witness: Deanna L. Usiak

END OF SECTION



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hallack Contracting, Inc.
4223 West Polk Road
Hart, MI 49420

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Ludington

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: West Ludington Avenue and Stearns Park Improvements Phase I
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, 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 this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of September, 2018

Deanna L Usiak
(Witness)

Kris Andrick
(Witness) Kris Andrick

Hallack Contracting, Inc.
(Principal) Daniel Hallack (Seal)

(Title) United Fire & Casualty Company
(Surety) (Seal)

(Title) Dan Cusenza, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, DAN CUSENZA, HEATHER BUONODONO, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 2nd day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority; and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have heretofore subscribed my name and affixed the corporate seal of the said Corporations this 7th day of September, 2018.



By: *Mary A Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC