

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 Tridonn Construction Company
Address 1461 Evanston Avenue
City, State, Zip Muskegon, MI 49442
Telephone: (231) 777-2681 Fax: (231) 777-2506

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 FORTY FIVE THOUSAND AND 00/100*****
*****dollars
(\$ 545,000.00), 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.

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:
- 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.
\$11,000.00 (ELEVEN THOUSAND AND 00/100 DOLLARS)
 - 2. Demolish existing pavement as needed, regrade area and provide new 9-space asphalt parking area between Stearns Drive and the promenade entry area.
\$33,000.00 (THIRTY THREE THOUSAND AND 00/100 DOLLARS)

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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. 15 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 5% 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 08/30/2018
Addendum # 2 Dated 09/04/2018
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: September 7, 2018

The Corporate Seal of

Tridonn Construction Company was hereunto affixed in the presence of:

(Bidder - print the full name of your firm)

Kurt Zito

(Authorized signing officer, Title)

(Seal)

Kurt Zito, Project Manager/Estimator

(Authorized signing officer, Title)

Witness: Lisa Alshaker

END OF SECTION



CONSTRUCTION CO.

1461 Evanston Avenue, Muskegon, MI 49442
231-777-2681 • Fax 231-777-2506

SUPPLEMENT TO BID

PROJECT: West Ludington Avenue and Stearns Park Improvements – Phase 1
BID DATE: 09/07/18

1. We cannot predict how much concrete will be poured under winter conditions; therefore, we are providing unit prices only.

- | | | |
|------------------------------------|------------|-------------------|
| A. During month of November | ADD.....\$ | \$5.83 CYD |
| B. During months December to March | ADD.....\$ | 11.66 CYD |

09/07/2018

Kurt Zito
Project Manager, Estimator

BID BOND

Bond No: 81BCSHZ0620**CONTRACTOR:***(Name, legal status and address)*

Tridonn Construction Company
 1461 Evanston Avenue
 Muskegon, MI 49442

SURETY:*(Name, legal status and principal place of business)*

Hartford Accident & Indemnity Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:*(Name, legal status and address)*

City of Ludington
 400 S. Harrison, Ludington, MI 49431

BOND AMOUNT: 5% of the attached bid**PROJECT:***(Name, location or address, and Project number, if any)*

West Ludington Avenue and Stearns Park Improvements Phase 1

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.

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

Signed and sealed this 7th day of September, 2018.

Tridonn Construction Company

Kurt Zito

(Principal)

(Seal)

Kurt Zito

Project Manager/Estimator

(Title)

Lisa P. Shayer

(Witness)

Hartford Accident & Indemnity Company

Valerie L. Giuliano

(Surety)

(Seal)

Valerie L. Giuliano, Attorney-in-Fact

(Title)

Beck Walker

(Witness)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 866-266-3488 or fax: 860-757-6835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MAPES INSURANCE AGENCY
 Agency Code: 81-151866

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Valerie L. Giuliano of Grand Rapids, Michigan, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 81BCSH20620

Naming Tridonn Construction Company as Principal, and City of Ludington as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of September 7, 2018.
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

RESOLUTION OF THE BOARD OF DIRECTORS

I, Brian L. Boersema, do hereby certify that I am the duly elected and qualified President, C.O.O., and seal of TRIDONN CONSTRUCTION COMPANY, a corporation organized and existing under the laws of the State of Michigan, and that the following is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the law and the by-laws of said corporation on the 16th day of February 2018, and that such resolution is now in full force and effect:

RESOLVED, that Kurt Zito, Estimator/Project Manager of this Corporation is hereby authorized and directed to sign bonds and contracts on behalf of the corporation except when the Board of Directors shall instruct the same to be done by some other officer or agent.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corporation, the 7th day of September 2018.



Brian L. Boersema
President, C.O.O.