



**OTSEGO COUNTY ADMINISTRATION BID
REGISTER LOG/PRELIMINARY TABULATION SHEET**

BID NUMBER: 2020-09

DATE/TIME BIDS DUE: 3PM on 9/15/20

TITLE: Front Entrance Alterations

DATE/TIME OF BID OPENING: 3:05PM on 9/15/20

ADVERTISED: Yes

BID DEPOSIT REQUIRED: No (price dependent)

ADDENDUM/DATES: 1 on 9/8/20, 2 on 9/10/20, and 3 on 9/10/20

BIDS/PROPOSAL RECEIVED

	COMPANY NAME	LOCATION	Complete Bid Form?	PRELIMINARY TOTAL BID	PRELIMINARY LOCAL 5% REDUCED BID	PRELIMINARY RANK
1	GICAHAM CONSTRUCTION	SAGINAW, MI	X	\$ 129,500.00	—	2
2	SOUTH ARM CONS.	EAST JORDAN, MI	X	\$129,500.00	—	3
3	GRIFFITH BUILDERS, INC	LAKEVIEW, MI	X	\$97,500.00	—	1
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OTSEGO COUNTY PUBLIC BID OPENING

Bid Due Date: 9/15/2020 @ 3PM

Bid Opening Date: 9/15/2020 @ 3:05PM

1. Thank you all for coming to the public bid opening for BID 2020-09
2. Introductions: County / Professional Personnel in Attendance
3. Bid Opening Preamble

For the purposes of this public bid opening, the County will assign a preliminary rank that is based on price alone. However, although bid price is used for the preliminary ranking, as stated in the RFP document and the County's purchasing policy, Otsego County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. The reason for rejection may include past performance issues, and compatibility with existing equipment or software. Vendors located in Otsego County are hereby granted a 5% cost variance for low bid determination.

The County will analyze the bid documents in more detail after the public bid opening. If necessary, the County will exercise its right to clarify any and all information it deems necessary to obtain an accurate understanding the bid documents.

BID FORM

PROJECT IDENTIFICATION: OTSEGO COUNTY BUILDING IMPROVEMENTS
225 W. MAIN STREET
GAYLORD, MICHIGAN
BID 2020-09

THIS BID IS SUBMITTED TO: Otsego County Administrator, Room 203
225 W. Main Street
Gaylord, MI 49735

- ↗ Otsego County Building Improvements
- 1.01** Sealed Bids for ~~Window and Roof Replacement for Otsego County Court House~~ will be received by the County Administrator located in Room 203 of the County Building until 3:00 pm local time, on Tuesday, September 15, 2020. Bids shall be sealed and clearly marked as **Bid 2020- 09** on the exterior. Bids may be hand delivered or mailed. No oral bids shall be accepted. The bids will be read publicly in Room 212 at 3:10 p.m.
- 1.02** No questions will be taken after 3:00 pm local time, on Friday, September 11, 2020.
- 2.01** The undersigned Bidder proposes and agrees, if this Bid 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 Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 3.01** Bidder accepts all of the terms and conditions of the Invitation to Bid. The Bid will remain subject to acceptance for sixty (60) calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 4.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda and Bid Clarifications, receipt of all which is hereby acknowledged.
Addendum No. 1 , 2 , 3 , , Bid Clarification No. , ,
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site 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 Local laws and regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has obtained and carefully studied (or assumes responsibility for having done 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 safety precautions and programs incident thereto.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT is acceptable to Bidder.
- I. 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 Bid is submitted.

5.01 Bidder further represents that this Bid 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, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Lump Sum Bid:

For the renovations, complete with all appurtenance, as specified herein and as shown on the plans, the Bidder agrees to perform all of the work of this Contract for the following lump sum bid price.

Lump Sum Bid Price:

\$ 128,500.00

7.01 Bidder shall provide date of commencement and date of completion in the bid.

Date of Commencement: 9/23/20

Date of Completion: 10/23/20

7.02 Contract Agreement will be AIA A101 (2007) Standard Form of Agreement between Owner and Contractor and A201 (2007) General Conditions of the Contract for Construction.

If bidder chooses to use contract other than AIA A101, a sample of that contract shall be included in the bid.

8.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Form

- B. Subcontractor Information (Attachment A) to be submitted with the bid.
- C. Proof of liability insurance coverage.
- D. Construction Documents
- E. Otsego County Purchasing Policy
 - a. In addition to to these documents, contractors must follow procedures provided in the purchasing policy

BID SUBMITTED on September 15, 2020.

State Contractor License No. 2101085234 (REQUIRED)
If Bidder is:

An Individual

BF3

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

A Corporation

Corporation Name: Graham Construction Corporation (SEAL)

State of Incorporation: Michigan

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

By: Grady P. Graham

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Grady Graham

Title: President (CORPORATE SEAL)

Attest: Wendy Graham

(Signature of Corporate Secretary)

Business address: 3399 Fashion Square Blvd, Saginaw, MI 48603

Phone No. 989.921.3030 Fax No. 989.921.3031

Date of Qualification to do business is 9/17/1991



Attachment A
Subcontractor Information

- A. Attachment A is to be submitted with the bid.
- B. Names and addresses of **all** subcontractors to be employed on this project and which work or item(s) they will perform. (Submit additional sheets if necessary)

If any work items indicated below will be completed by the bidder, without the use of a subcontractor, enter the bidder's name in the appropriate space.

SUBCONTRACTOR	WORK ITEMS
Will Provide if awarded	
Chuck's Electric	



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Graham Construction, Inc.
3399 Fashion Square Boulevard
Saginaw, MI 48603

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

OWNER:

(Name, legal status and address)

Ostego County

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

BOND AMOUNT: Ten Percent of Bid (10% of Bid)

PROJECT: Building Improvements

(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 15th day of September, 2020

(Witness)

(Witness) Amie Barker

Graham Construction, Inc.

(Principal) *(Seal)*

(Title)

Travelers Casualty and Surety Company of America

(Surety) *(Seal)*

(Title) Dan Cusenza, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dan Cusenza** of **LANSING Michigan**, their true and lawful Attorney-in-Fact 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 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

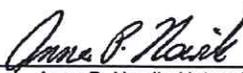
By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 said Companies 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, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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

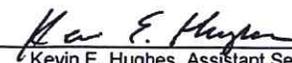
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 15th day of September, 2020.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



COUNTY OF OTSEGO Administrative Policy Manual

Policy Number

500.01

Policy No 500.01	Subject Purchasing	Date Issued 4/13/04
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<p>Application</p> <p><u>General Fund Functions</u></p> <p><input checked="" type="checkbox"/> General Fund Departments <input type="checkbox"/> 46th Trial Court <input type="checkbox"/> Joint Building Authority <input checked="" type="checkbox"/> Other Jointly Governed Organizations</p> <p><u>Special Revenue Functions</u></p> <p><input checked="" type="checkbox"/> Parks and Recreation <input type="checkbox"/> Library <input type="checkbox"/> Social Welfare (Family Independence Agency) <input type="checkbox"/> Commission on Aging <input type="checkbox"/> Other Special Revenue Funds</p> <p><input checked="" type="checkbox"/> Building Authority</p> <p><u>Business-Type Functions</u></p> <p><input checked="" type="checkbox"/> Delinquent Tax Revolving <input checked="" type="checkbox"/> Commissary <input checked="" type="checkbox"/> Bus System <input checked="" type="checkbox"/> Administrative Services <input checked="" type="checkbox"/> Building and Grounds</p> <p><u>Component Units</u></p> <p><input type="checkbox"/> University Center <input type="checkbox"/> Road Commission <input type="checkbox"/> Ambulance <input type="checkbox"/> Sportsplex <input type="checkbox"/> Other:</p>	<p>Revised 08/25/09</p> <p>Applicable Forms</p>
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Contact Department Administration	Contact Phone Number 989-731-7520	Contact Fax Number 989-731-7529	Contact E-Mail jburt@otsegocountymi.gov
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Summary

The purpose of this policy is to establish procedures for the purchase of all supplies, equipment, vehicles, and all construction or altering of County facilities for any department of the County of Otsego in a manner that maximizes the purchasing value of public funds in procurement. This policy includes capital leases on any such item as listed above. This policy shall apply to every expenditure of public funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

Procedures

1. Definitions

1.1 **Capital Outlay Items:** Non-expendable items itemized in the County's capital improvement budget/plan.

1.2 **Competitive Bids:** Prices received from vendors on items or services \$10,001 or more. Competitive bids are received as sealed bids only and are opened at advertised public bid openings. The requirement for sealed competitive bids shall not apply to intergovernmental contracts, contracts for professional services or emergency repairs, or for the reauthorization of contracts, which have been previously approved by the Otsego County Board of Commissioners.

1.3 **Expendable/Recurrent Supplies:** Routine supplies needed to carry on the County's daily business (i.e. food, medical supplies, office supplies). Expendable supplies are generally acquired using preferred vendors.



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1.4 **Final Approver:** Person(s) designated to utilize the electronic purchasing system with the authority to convert requisitions to purchase orders.

1.5 **Formal Bidding:** Formal bidding procedure should be used for purchases from \$5,001 to \$10,000. It includes solicitation of written bids through the mail, e-mail, and facsimile.

1.6 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Informal bids (quotes) includes solicitation of written bids and may be solicited by telephone, personal contact, or in writing.

1.7 **Public Bid Opening:** A place, date and time established to open competitive bids received on items and/or services being procured. Adequate public notice of the invitation for bids shall be given not less than 10 calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation within the County for a reasonable time prior to the bid opening.

1.8 **Request for Proposal (RFP):** A document issued by the County Administrator, which contains specifications and County bidding procedures for procurement of items and/or services. An RFP is sent out to vendors as a mechanism to solicit for competitive bids.

1.9 **Request for Quotation (RFQ):** A document (less formal than an RFP) issued by the County Administrator/Management Team Member, which contains specifications for the procurement of items and/or services. An RFQ is sent out to vendors as a mechanism to solicit for competitive quotes.

2. POLICY: The County utilizes an electronic accounting system with a purchasing module that includes a requisition and purchase order system. Every purchase on behalf of the County (unless specifically exempted) shall require a requisition and purchase order. Except as otherwise specified herein, purchases / contracts will be awarded to a contractor or bidder based on price, record of performance, availability, dependability and experience. All purchases by contract, or otherwise, as herein authorized, will be in accordance with such appropriations as have been made by the Board of Commissioners for the support of the respective departments.

It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when (the County employee knows that) the County employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract.

2.1 **Basic Purchases:** Items valued at \$500 or less are considered basic purchases. There are not any bidding requirements for these purchases; however, the requisition and purchase order system must be utilized. Management Team Members or their designee(s) are authorized to draft requisitions and act as the final approver. The responsible party shall exercise reasonable scrutiny when expending funds under the \$500 threshold.

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2.2 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Individual employees, with approval of their Management Team Member, may solicit informal bids as outlined below. Bids must be written. The Management Team Member (their designee when absent) must act as final approver.

- A. Bid Information: To insure fairness in, each vendor solicited should be given the same information. This information should include:
- Description of items to be purchased
 - Special terms and/or specifications
 - Desired delivery date
- B. Record of Bids: All bids solicited shall be in writing and will be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Manager's explanation if lowest priced vendor not selected.

2.3 **Formal Bidding:** Purchases from \$5,001 to \$10,000 are subject to the formal bidding procedure. The respective department shall follow the formal bidding process. The Management Team Member must approve with the County Administrator or designee acting as the final approver. It includes solicitation of written quotations/bids through direct contact, public advertisement or any combination of the same.

- A. The solicitation/advertisement must include the following:
- Identification of item(s) to be bid upon
 - Location bids are to be submitted
 - Date and time of bid deadline for submission
 - Contact for further information
 - Statement of County's rights to reject bids
 - Contract compliance terms
 - Product specifications
- B. Record of Bids: All bids solicited shall be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Department Head explanation if lowest priced vendor not selected.

2.4 **Competitive Bidding:** Purchases with an anticipated obligation of \$10,001 or more are required to have sealed, competitive bidding and comply with Public Act 167 and 168 of 1993. Two (2) competitive bids are required for purchases of \$10,001 or more.



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Professional services and intergovernmental contracts and emergency repairs, or reauthorization of contracts that have been previously approved are exempted from this policy. **A copy of all bid document material must be provided to the Administration Department.**

- A. If a bid document must be prepared (\$10,001 or more), it shall include:
- **Bid Reference Number as assigned by the Administration Department**
 - Bid advertisement
 - Bid preparation instructions
 - Proposal
 - Contract
 - General conditions
 - Special conditions
 - General specifications
 - Detailed specifications
 - State or Federal guidelines (if necessary)

The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. The reason for rejection may include past performance issues, and compatibility with existing equipment or software. Vendors located in Otsego County are hereby granted a 5% cost variance for low bid determination.

A “local vendor” is defined as a vendor that operates a business within the legally defined boundaries of Otsego County. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) at which business is being conducted.

- B. All bids shall be opened at the time, date and place specified, and the opening and inspection of all bids shall be made by the County Administrator. A complete summary of the bids, including the bidding firm’s name, cost, qualifying data, and any other relevant information, shall be kept on file. Final approval, acceptance and selection of bids that are low bid and meet specifications shall be recommended by the County Administrator to the Board of Commissioners.
- 2.5 **Expendable Supplies:** For each expendable category of purchases, the County Administrator, with the assistance of the respective department staff (i.e. maintenance/jail food staff), will compile and maintain a list of preferred suppliers. Such lists will be reviewed and updated periodically. Typically one – three vendors will be listed to provide comparison pricing and selection options.
- 2.6 **Open Purchase Orders:** Open Purchase Orders shall be utilized for vendors that provide



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routine repetitive services. Open Purchase Orders may be opened and closed within any calendar month. Examples of authorized open purchase orders include: oil changes, car wash and other similar services.

2.7 Emergency Purchase Orders: In case of emergency needs, appropriate departments (maintenance, sheriff) are authorized to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety. Electronic access shall be provided to authorize the issuance of emergency purchase orders. Emergency procurements shall be made with such competition as is practicable under the circumstances and the cost shall not exceed \$5,000. An emergency purchase of up to \$10,000 may be made by the County Administrator without prior approval by the chair or vice-chair of the Board of Commissioners. The very nature of emergency expenditures may necessitate a significant financial decision without prior approval. All emergency expenditures in excess of \$10,000 shall be reported to the Board of Commissioners, in writing, within three business days.

In the case of emergency repairs where delays may cause further damage to county property, the County Administrator is authorized to spend up to \$10,000 without prior approval by the chair or Vice-Chair. Emergency repairs in excess of \$10,000 may be made by the County Administrator with advanced authorization from the chair or vice-chair.

- 2.8 Cooperative Government Contracts:** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by joining with other local governments, or participating with the State of Michigan or the Federal Government in purchasing. The County Administrator is authorized to enter into the necessary agreements or contracts on behalf of the County.
- 2.9 Exempted Purchases:** Exempted purchases include maintenance agreement billings, utility billings, contracted service invoices, insurance payments, and other like services as noted in the Otsego County Payables Policy. The appropriate account number and signature of a Management Team member is required for exempted purchases, and shall appear across the invoice.
- 2.10 Payment Procedure:** The respective Management Team member will be responsible for inspection of all orders, upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must accompany the invoice in order to obtain payment. Whenever a department rejects any orders, the County Administrator shall be notified immediately and given the reason for the rejection.
- 2.11 Capital Leases:** The process for bidding capital leases shall be similar to other purchases. Should the price of the purchase not be reasonably known prior to engaging the bidding process, the Formal Bidding Process shall be used.

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- 2.12 **Bid Specification Changes:** All changes in bid specifications shall be reported to all known potential bidders. Such notification shall provide appropriate time for all such potential bidders to have adequate time to make adjustments to their bids.
- 2.13 **Demo Models:** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by purchasing a demonstration model.
- 2.14 **Rebidding:** Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for Competitive Bids, with notification being given to the Budget & Finance Committee members.
- 2.15 **Amending contracts on projects requiring bids:** The County Administrator may approve minor amendments to capital project contracts up to an amount of \$5,000, not to exceed more than 10% of the original contract amount. The County Administrator may approve minor amendments to capital project contracts up to an amount of \$10,000, not to exceed 10% of the original contract amount, with pre-notification to the Budget & Finance Committee. Any contract amendment beyond the limits specified above requires approval by the Board of Commissioners.
- 2.16 **Bond Requirements:** Bid bonds are required for construction or repair projects in the amount of \$100,000 or more. Bid bonds and performance bonds are required for construction or repair projects in the amount of \$250,000 or more. Bid bonds shall be in the amount of 10% of the total contract price. Performance bonds will be in the amount of 100% of the total contract price. Bond requirements cannot be waived.
- 2.17 **Lien Waivers:** For construction or repair projects in the amount of \$50,000 or more, the contractor is required to provide partial lien waivers, verifying all subcontractors and suppliers have been paid for their work to date, for payment requests beyond 25% of the total contract price. The final 10% of the contract price can be paid prior to receipt of lien waivers. The contractor will provide final lien waivers within 30 days of contract completion. In the event that a contractor does not provide the required lien waivers, the contract will not be eligible for future County projects without the consent of the County Infrastructure Committee.
- 2.18 **Insurance Requirements:** All contractors and/or vendors are required to have the following Insurance:
- A. Workers Compensation and Employers' Liability, Michigan Statutory Limits of Liability.
 - B. Commercial General Liability Insurance
 - C. Motor Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.
 - D. Otsego County will be named as Additional Insured on all insurance coverage, with



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the exception of Workers Compensation and Employers' Liability insurance.

Limits of Liability for General Liability, and Vehicle Liability shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of cancellation.

- 2.19 ***Professional Services Contracts Requirements:*** Professional Liability Coverage (Errors and Omissions) is required for all contracts for professional services such as architect, engineer, design firm or similar professions, and the medical professions, etc.

Limits of Liability for Professional Liability Coverage shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of



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cancellation.

2.20 Other Contractor Insurance Requirements:

For projects of over \$250,000, all vendor insurance must be obtained through an insurance company that has a financial strength rating of A or better by a reputable insurance rating company such as A.M. Best.

The County of Otsego will accept delivery of and authorize payment of only those services, supplies, merchandise or articles authorized for purchase, and acceptable under terms of the purchase agreement, in accordance with the procedures stated herein.

Payment for any services, supplies, merchandise or articles not authorized for purchase by the County Administrator and/or the Otsego County Board of Commissioners in accordance with the policies and procedures stated herein becomes the responsibility of the person or persons requesting such service, supplies, merchandise or article and the County may deny payment of the claim.

Any service being performed for the County that has not been authorized in accordance with the policies and procedures stated herein, shall be immediately discontinued and the original conditions restored at the expense of the person or persons requesting such service.

Payment in full for any service, supplies, merchandise or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service, supplies, merchandise or articles, will be held in abeyance until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

TABLE 1

Dollar Amount	Bidding Requirement	Final Approval
\$0 - \$500	None	Management Team Member or Designee
\$501 - \$5,000	Informal Bid	County Administrator
\$5,001 - \$10,000	Formal or Competitive Quote	County Administrator
\$10,001 or more	Competitive Bids (2)	Board of Commissioners



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Approvals (name and department)
Board of Commissioners

April 13, 2004

BID FORM

PROJECT IDENTIFICATION: OTSEGO COUNTY BUILDING IMPROVEMENTS
225 W. MAIN STREET
GAYLORD, MICHIGAN
BID 2020-09

THIS BID IS SUBMITTED TO: Otsego County Administrator, Room 203
225 W. Main Street
Gaylord, MI 49735

- 1.01** Sealed Bids for Window and Roof Replacement for Otsego County Court House will be received by the County Administrator located in Room 203 of the County Building until 3:00 pm local time, on Tuesday, September 15, 2020. Bids shall be sealed and clearly marked as **Bid 2020-09** on the exterior. Bids may be hand delivered or mailed. No oral bids shall be accepted. The bids will be read publicly in Room 212 at 3:10 p.m.
- 1.02** No questions will be taken after 3:00 pm local time, on Friday, September 11, 2020.
- 2.01** The undersigned Bidder proposes and agrees, if this Bid 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 Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 3.01** Bidder accepts all of the terms and conditions of the Invitation to Bid. The Bid will remain subject to acceptance for sixty (60) calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 4.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda and Bid Clarifications, receipt of all which is hereby acknowledged.
Addendum No. 1, 2, 3, ____, Bid Clarification No. ____, ____, ____
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site 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 Local laws and regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has obtained and carefully studied (or assumes responsibility for having done 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 safety precautions and programs incident thereto.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT is acceptable to Bidder.
- I. 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 Bid is submitted.

5.01 Bidder further represents that this Bid 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, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Lump Sum Bid:

For the renovations, complete with all appurtenance, as specified herein and as shown on the plans, the Bidder agrees to perform all of the work of this Contract for the following lump sum bid price.

Lump Sum Bid Price:
 \$ 97,500.⁰⁰

7.01 Bidder shall provide date of commencement and date of completion in the bid.

Date of Commencement: 10/1/2020

Date of Completion: 11/30/2020

7.02 Contract Agreement will be AIA A101 (2007) Standard Form of Agreement between Owner and Contractor and A201 (2007) General Conditions of the Contract for Construction.

If bidder chooses to use contract other than AIA A101, a sample of that contract shall be included in the bid.

8.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Form

- B. Subcontractor Information (Attachment A) to be submitted with the bid.
- C. Proof of liability insurance coverage.
- D. Construction Documents
- E. Otsego County Purchasing Policy
 - a. In addition to to these documents, contractors must follow procedures provided in the purchasing policy

BID SUBMITTED on 9/15/-----, 2020.

State Contractor License No. 2102040276----- (REQUIRED)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

A Corporation

Corporation Name: GRIFFITH BUILDERS INC. (SEAL)

State of Incorporation: MICHIGAN

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

By: Gretchen Cole

(Signature -- attach evidence of authority to sign)

Name (typed or printed): GRETCHEN COLE

Title: TREASURER (CORPORATE SEAL)

Attest: [Signature]

(Signature of Corporate Secretary)

Business address: PO BOX 260

LAKEVIEW, MI 48050

Phone No. 909-352-7965 Fax No. 909-352-6193

Date of Qualification to do business is 1/1/1954

**Attachment A
Subcontractor Information**

- A. Attachment A is to be submitted with the bid.
- B. Names and addresses of all subcontractors to be employed on this project and which work or item(s) they will perform. (Submit additional sheets if necessary)

If any work items indicated below will be completed by the bidder, without the use of a subcontractor, enter the bidder's name in the appropriate space.

SUBCONTRACTOR

WORK ITEMS

CHUCKS ELECTRIC

ELECTRICAL

FORWARD CONCRETE

CONCRETE

BETTER YARDS LANDSCAPING

LANDSCAPE

STRAUS MASONRY

MASONRY

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Griffith Builders Inc.
P.O. Box 260
Lakeview, Michigan 48850

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

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Otsego County
225 W. Main Street
Gaylord, Michigan 49735

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

BOND AMOUNT:

Ten Percent (10%) of the amount of the accompanying bid

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

PROJECT (Name, location or address, and Project number, if any):

Otsego County Building Improvements

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 the 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 requirements 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 15th day of September 2020

Rosemary Witt
(Witness)

Tracy Matteson
(Witness)

GRIFFITH BUILDERS INC.
Gretchen Cole (Principal) (Seal)
GRETCHEN COLE, TRS.
(Title)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)
Janet K. Hughes
(Title)
Janet K. Hughes, Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Charles G. Richmond, Sr.; Michael S. Richmond; Loretta J. Ravert and/or Janet K. Hughes

of Jackson, Michigan

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stacy A. [Signature]

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 15th day of September 2020



Scott R. Bolan

Assistant Secretary

**CONSENT RESOLUTION
OF THE SHAREHOLDERS
AND DIRECTORS OF
GRIFFITH BUILDERS, INC.**

A Michigan Corporation
(the “Corporation”)

(In Lieu of 2018 Annual Meeting)

WHEREAS, Section 407 of the Michigan Business Corporation Act provides that an action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing is signed by all of the shareholders entitled to vote on the proposed action; and

WHEREAS, Section 525 of the Michigan Business Corporation Act provides that an action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting if a consent in writing is signed by all of the directors entitled to vote on the proposed action; and

WHEREAS, the undersigned constitute all of the shareholders and directors of the Corporation; and

WHEREAS, the undersigned desire that the Corporation take the actions expressed in these resolutions in lieu of an annual meeting of the shareholders and directors.

NOW THEREFORE, BE IT RESOLVED, the undersigned declare that the resolutions expressed in the following paragraphs shall be, and hereby are, taken by the shareholders and directors of the Corporation as of the date of this Consent Resolution; and

FURTHER RESOLVED, that Kevin D. Griffith shall continue in his capacity as the sole member of the board of directors of the Corporation; and

FURTHER RESOLVED, that the following persons shall continue to serve as the sole officers of the Corporation until their respective successors are chosen and qualified: Kevin D. Griffith as President, Scott T. Stephens as Vice President, Kevin D. Griffith as Secretary, and Gretchen M. Cole as Treasurer; and

FURTHER RESOLVED, that all past actions of the directors and officers on behalf of the Corporation are ratified, adopted, and approved.

BID FORM

PROJECT IDENTIFICATION: OTSEGO COUNTY BUILDING IMPROVEMENTS
225 W. MAIN STREET
GAYLORD, MICHIGAN
BID 2020-09

THIS BID IS SUBMITTED TO: Otsego County Administrator, Room 203
225 W. Main Street
Gaylord, MI 49735

- 1.01** Sealed Bids for Window and Roof Replacement for Otsego County Court House will be received by the County Administrator located in Room 203 of the County Building until 3:00 pm local time, on Tuesday, September 15, 2020. Bids shall be sealed and clearly marked as **Bid 2020- 09** on the exterior. Bids may be hand delivered or mailed. No oral bids shall be accepted. The bids will be read publicly in Room 212 at 3:10 p.m.
- 1.02** No questions will be taken after 3:00 pm local time, on Friday, September 11, 2020.
- 2.01** The undersigned Bidder proposes and agrees, if this Bid 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 Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 3.01** Bidder accepts all of the terms and conditions of the Invitation to Bid. The Bid will remain subject to acceptance for sixty (60) calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 4.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda and Bid Clarifications, receipt of all which is hereby acknowledged.
Addendum No. 1, 2, 3, /, Bid Clarification No. , ,
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site 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 Local laws and regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has obtained and carefully studied (or assumes responsibility for having done 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 safety precautions and programs incident thereto.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT is acceptable to Bidder.
- I. 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 Bid is submitted.

5.01 Bidder further represents that this Bid 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, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Lump Sum Bid:

For the renovations, complete with all appurtenance, as specified herein and as shown on the plans, the Bidder agrees to perform all of the work of this Contract for the following lump sum bid price.

Lump Sum Bid Price:

\$ 129,500

7.01 Bidder shall provide date of commencement and date of completion in the bid.

Date of Commencement: APPROX. 10/20/2020

Date of Completion: APPROX. 1/4/2020

7.02 Contract Agreement will be AIA A101 (2007) Standard Form of Agreement between Owner and Contractor and A201 (2007) General Conditions of the Contract for Construction.

If bidder chooses to use contract other than AIA A101, a sample of that contract shall be included in the bid.

8.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Form

- B. Subcontractor Information (Attachment A) to be submitted with the bid.
- C. Proof of liability insurance coverage.
- D. Construction Documents
- E. Otsego County Purchasing Policy
 - a. In addition to these documents, contractors must follow procedures provided in the purchasing policy

- * ELECTRICAL - INCLUDES NEW FEED FOR CONC. HEAT OF 100 LF
- * VESTIBULE DOOR - INCLUDES ENCASING STAINED GLASS IN TEMPERED GLASS TO BE CODE COMPLIANT, NOT COVERED TO REPLACE ~~SPIN~~ GLASS IF DAMAGED DURING REMOVAL
- * NORMAL BUSINESS HOURS FOR WORK
- * NO WINTER CONDITIONS
- * EXISTING GRADES TO REMAIN
- * PRICING MAY CHANGE WITH UPDATED DRAWINGS

BID SUBMITTED on SEPTEMBER 15, 2020.

~~FEDERAL TAX ID#~~

State Contractor License No. B1-1290068 (REQUIRED)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

A Corporation

Corporation Name: SOUTH ARM CONSTRUCTION LLC (SEAL)

State of Incorporation: MICHIGAN

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

By: ELLIS RAATZ

(Signature -- attach evidence of authority to sign)

Name (typed or printed): ELLIS RAATZ

Title: ESTIMATOR (CORPORATE SEAL)

Attest Judith Bunn

(Signature of Corporate Secretary)

Business address: 117 S. LAKE STREET

EAST JORDAN, MI 49727

Phone No. 231-536-5001 Fax No. 231-536-5003

Date of Qualification to do business is _____

Attachment A
Subcontractor Information

- A. Attachment A is to be submitted with the bid.
- B. Names and addresses of all subcontractors to be employed on this project and which work or item(s) they will perform. (Submit additional sheets if necessary)

If any work items indicated below will be completed by the bidder, without the use of a subcontractor, enter the bidder's name in the appropriate space.

SUBCONTRACTOR	WORK ITEMS
N. CENTRAL EXCAVATING SHEPERS CONCRETE MIS MASONRY	
MISTER T'S	
WILMOT ELECTRICAL	
JOHNSTON'S LANDSCAPING	

