

PROPOSAL

**TO: BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA**

Submitted: _____
(Date)

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and all Contract Documents relative thereto, and has read the Board's Standard Specifications and all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the following Work:

PROJECT NO. _____

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and all other Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and other Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The quantities for bid items listed on the Proposal sheet are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for this Contract shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineers to proceed, and fully complete performance within ----- consecutive calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within 10 consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of 5 percent of this bid accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama as liquidated damages for such failure; otherwise the check or bid bond accompanying this Proposal shall be returned to the undersigned:

Attached hereto is a certified check on the _____

_____ Bank of _____

or a Bid Bond for the sum of _____

_____ Dollars (\$ _____)

made payable to the Board of Water and Sewer Commissioners of the City of Mobile, Alabama.

By _____
(Legal Signature)

(Printed Name and Title)

Witness: _____
(Legal Signature)

Witness: _____
(Legal Signature)

ADDRESS:

CONTRACTOR'S LICENSE NO:

BIDDER acknowledges receipt of the following ADDENDA:

PROPOSED SUBCONTRACTING PLAN

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses may be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract (use additional sheets, if required):

Mechanical

Name

Street City

Instrumentation and Control (Shall be Agent and/or representative of the computer system supplier, requires total system responsibility for control devices and system)

Name

Street City

Electrical

Name

Street City

Others

Name

Street City

Name

Street City

The Bidder shall complete the following subcontracting plan for proposal consideration. **Failure to fully complete this page, including affixing a handwritten signature to this page, may be cause for rejection of bid. (The Small Business Development Center at the University of South Alabama has information on area small businesses and small disadvantaged businesses.)**

- A. Estimated Total Subcontract Amount \$ _____
- B. Estimated Subcontract Amount to Small Businesses \$ _____
- C. Estimated Subcontract Amount to Small Disadvantaged Businesses \$ _____
- D. Estimated Percentage of Total Base Bid Amount to be Subcontracted to Small Businesses _____ %
- E. Estimated Percentage of Total Base Bid Amount to be Subcontracted to Small Disadvantaged Businesses _____ %

Below is a description of the principal supply and work items in which the Bidder plans to use small and small disadvantaged businesses for subcontracting work. Additional information may be included on an attached list.

Work Items to be Subcontracted	Small/Small Disadvantaged Businesses
_____	_____
_____	_____
_____	_____

It is our intent to exercise good faith in order to comply with this plan.

By _____

Date _____

Failure to affix a handwritten signature at the end of the following notification may be cause for rejection of bid.

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has claims, actions, or suits filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the following penalties to the Owner for SSOs and unpermitted discharges caused by the Contractor or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

<u>Estimated Volume Spilled</u>	<u>Penalty Amount</u>
0 to 10,000 gallons	\$1,000
10,001 to 25,000 gallons	\$2,000
25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, therein.

Contractor Name

Street

City

Signature