

General Info

Total:

\$285,892.80

Number	Description
BP24-07	The work under this contract consists of earth excavation, tree clearing, pavement removal, curb removal, curb placement, concrete sidewalk ramp construction, subbase placement, aggregate base placement, HMA paving, gravel shoulder placement, pavement markings and turf restoration. Temporary traffic control devices will also be needed to complete this project.
Deadline	
04/16/2024 02:00 PM EDT	
Vendor	Allows zero unit prices and labor
Oberstar, Inc.	No
Submitted	Allows negative unit prices and labor
04/16/2024 11:29 AM EDT	No
Signed by	
James Perry	
Account Holder James Perry	
Opened	
04/16/2024 02:04 PM EDT	
By	
mkilpela@marquettemi.gov	

Attachment List

MQ24-019 Bid Set.pdf (35.1 MB)
Project Plans

MQ24-019 Specifications.pdf (2.37 MB)
Project Specifications

Addendum 1.pdf (105 KB)
Addendum 1

Bidder Signature Page

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.
2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the

Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.

3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

Addendum 1 April 2, 2024

Signature *

James D Perry

Date *

4-16-2024

Title *

VP-Operations

Contractor: *

Oberstar, Inc.

Address *

1900 Industrial Pkwy, Marquette, MI 49855-1653

Phone Number *

(906) 226-6799

Schedule of Items

\$285,892.80

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
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Total: \$285,892.80

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1100001	Mobilization, Max	LSUM	1.0000	\$10,000.00	\$10,000.00
2010001	Clearing	Acre	0.1800	\$10,500.00	\$1,890.00
2040021	Curb, Rem	Ft	35.0000	\$17.00	\$595.00
2050016	Excavation, Earth	Cyd	867.0000	\$15.00	\$13,005.00
2080012	Erosion Control, Check Dam, Stone	Ft	40.0000	\$20.00	\$800.00
2080014	Erosion Control, Filter Bag	Ea	5.0000	\$250.00	\$1,250.00
2080016	Erosion Control, Gravel Access Approach	Ea	3.0000	\$800.00	\$2,400.00
2080028	Erosion Control, Sand Bag	Ea	100.0000	\$25.00	\$2,500.00
2080036	Erosion Control, Silt Fence	Ft	550.0000	\$4.00	\$2,200.00
2090001	Project Cleanup	LSUM	1.0000	\$2,000.00	\$2,000.00
3010002	Subbase, CIP	Cyd	641.0000	\$14.00	\$8,974.00
3020016	Aggregate Base, 6 inch	Syd	2,297.0000	\$16.00	\$36,752.00
3070108	Shld, CI I, 6 inch	Syd	769.0000	\$18.00	\$13,842.00
4010012	Culv End Sect, 12 inch	Ea	6.0000	\$500.00	\$3,000.00
4010539	Culv, CI E, 12 inch	Ft	49.5000	\$67.00	\$3,316.50
4030006	Dr Structure Cover, Adj, Case 2	Ea	1.0000	\$1,300.00	\$1,300.00
5010005	HMA Surface, Rem	Syd	580.0000	\$8.00	\$4,640.00
5010033	HMA, 13A	Ton	436.0000	\$250.00	\$109,000.00
8020021	Curb and Gutter, Conc, Det C2 , Modified	Ft	15.0000	\$78.00	\$1,170.00
8030010	Detectable Warning Surface , Modified	Ft	46.0000	\$135.00	\$6,210.00
8030030	Curb Ramp Opening, Conc , Modified	Ft	20.0000	\$78.00	\$1,560.00
8032002	Curb Ramp, Conc, 6 inch , Modified	Sft	378.0000	\$20.00	\$7,560.00
8077050	_ Wood Bollard, Remove and Replace	Ea	28.0000	\$165.00	\$4,620.00
Total:					\$285,892.80

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
8100391	Sign, Type I, Rem	Ea	2.0000	\$180.00	\$360.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	23.0000	\$20.00	\$460.00
8117001	_ Pavt Mrkg, Polyurea, 24 Inch, White (Ladder Pattern)	Ft	110.0000	\$20.00	\$2,200.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6.0000	\$100.00	\$600.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	6.0000	\$1.00	\$6.00
8120100	Dust Palliative, Applied	Ton	2.0000	\$2,000.00	\$4,000.00
8120252	Plastic Drum, Fluorescent, Furn	Ea	50.0000	\$20.00	\$1,000.00
8120253	Plastic Drum, Fluorescent, Oper	Ea	50.0000	\$1.00	\$50.00
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	116.0000	\$3.00	\$348.00
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	116.0000	\$1.00	\$116.00
8130010	Riprap, Plain	Syd	20.5000	\$60.00	\$1,230.00
8160020	Fertilizer, Chemical Nutrient, CI A	Lb	121.0000	\$5.00	\$605.00
8160025	Mulch	Syd	2,685.0000	\$1.50	\$4,027.50
8160027	Mulch Blanket	Syd	619.0000	\$2.20	\$1,361.80
8160042	Seeding, Mixture TUF	Lb	151.0000	\$8.00	\$1,208.00
8160062	Topsoil Surface, Furn, 4 inch , Modified	Syd	3,304.0000	\$9.00	\$29,736.00
					Total: \$285,892.80

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	Bid Bond.pdf
1 Required Document		

CITY OF MARQUETTE
CHAPTER 4
BONDS

4.01 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Oberstar, Inc.
as Principal, and Westfield Insurance Company as Surety are hereby held and firmly
bound unto the City of Marquette, Michigan, in the penal sum of
\$ ^{Five percent of bid amount} (5% of bid amount) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors
and assigns. Signed, this 16th day of April, 2024.

The condition of the above obligation is that the Principal has submitted to the City of Marquette, Michigan, a certain bid attached hereto and made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

- a) If said Bid shall be rejected, or in the alternate,
- b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contractor, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Oberstar, Inc. Charles F. Carter (I.S.)
Principal

Westfield Insurance Company
Surety

BY Alison Neumann
Alison Neumann, Attorney-in-fact

SEAL

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JANE WANBERG, JAY M. HILLIER, ALISON NEUMANN, CHRISTOPHER GRIGAS, SCOTT KOSKI, JOHN BALMAT, MATT HAGEN, JOINTLY OR SEVERALLY

of MARQUETTE and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 09th day of SEPTEMBER A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 09th day of SEPTEMBER A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of April A.D., 2024 .



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary