

Section X - Proposal

Date: _____

To: Metropolitan Sewerage District
Buncombe County, North Carolina
Asheville, North Carolina

Individual or Firm Name of Bidder

Ladies and/or Gentlemen:

In response to your request the undersigned Bidder submits the following proposal for constructing the proposed project described and specified in the attached documents titled:

**Mountainbrook Road @ Chunn's Cove Road Sanitary Sewer Rehabilitation
Project No. 2010112**

1. Bidder proposes and agrees, in event this proposal is accepted, to enter into a contract with the Metropolitan Sewerage District of Buncombe County, North Carolina (herein designated and referred to as the DISTRICT, in the form herein specified, to furnish all materials, equipment, machinery, tools, means of transportation, power and fuel and to perform all labor necessary for or incidental to the construction of the aforementioned improvements, all in complete accordance with the requirements of the attached contract documents and plans, to the entire satisfaction of the DISTRICT, at the unit and/or lump sum prices we have inserted opposite each item of work listed in the accompanying "Schedule of Estimated Quantities and Bid Prices" and/or bid sheet, which is an integral part of this proposal.

2. In submitting this proposal the Bidder understands and agrees that a contract may be awarded for the work as may appear to the interest of the DISTRICT; that the quantities as stated are approximate only and that no claim shall be made against the DISTRICT on account of any excess or deficiency, either absolute or relative, therein; that the estimated quantities will be used as a basis for canvassing and evaluating proposals and for determining the estimated amount of the contract, and that, within the limits of available funds, the DISTRICT reserves the right to increase or decrease the estimated quantities, stated above by such amounts as may be necessary to complete the work, provided, however, that the stated unit prices shall remain firm and unchanged.

3. Bidder hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into, that this proposal is made without connection with any other person, company or parties making a proposal, and that this proposal is in all respects fair and made in good faith without collusion or fraud.

4. Bidder further declares that he has examined the site of the work and the building and labor conditions and has 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 the other contract documents relating thereto and has read all Special Conditions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

5. Bidder further proposes and agrees, that, if awarded a contract for this project, he will commence work immediately on the date stated in a written notice from the DISTRICT to commence work; that he will furnish all materials, and perform all labor for the completion of the contract and will complete same, including all accepted alternates thereto, within the time stated below, and that on his failure to complete the work within such time he will pay to the DISTRICT for each calendar day that the work, or any part thereof remains uncompleted beyond such specified time, the amount specified, this payment to be made as liquidated damages.

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All WORK of the Agreement is to be completed within **ninety (90) consecutive calendar days** and the amount of liquidated damages shall be \$ 300.00 each calendar day until complete.

6. And the Bidder further declares that accompanying this proposal is a certified check or satisfactory bid bond in the sum of five percent (5%) of this proposal, and it is hereby agreed that in case of the withdrawal of this proposal without the consent of the DISTRICT within sixty (60) days after the bid opening, or that in case of failure on the part of the undersigned to execute the contract as aforesaid and to deliver same and the required security for the faithful performance of the contract, (executed in the form annexed hereto) to said DISTRICT within ten days from the date a notice of acceptance of this proposal is given to the undersigned personally, or by mail to the address as herein stated, then the undersigned Bidder will be deemed to have abandoned the contract, and thereupon the amount of such check or bond shall be absolutely due and payable thereunder to the DISTRICT.

7. The Bidder understands that the DISTRICT shall withhold a Five Percent (5%) retainage from progress payments until the Project is fifty percent (50%) complete. In accordance with NCGS 143-134.1 the DISTRICT will then retain this constant amount, while retaining no further retainage, until the project is one hundred percent (100%) complete. If the DISTRICT becomes dissatisfied with performance of the CONTRACTOR after reducing or holding the Five Percent (5%) retainage, the DISTRICT may reinstitute such retainage until the Project has been completed, or may withhold up to two and one-half (2.5) times the value of any incomplete Work.

Nothing in this section shall be deemed to preclude the DISTRICT from withholding full or partial payment for defective Work or Work that has not been fully completed in accordance with the Project Specifications and the Contract Documents, to the satisfaction of the ENGINEER.

Individual or Firm Name of Bidder

By: _____

Title: _____

State License No. _____ Type: _____ Limit: _____ Expir. Date: _____

Bidder's Address: _____

Note: If the Bidder is a corporation give the following information:

State in which it is incorporated _____

Address of Principal Office _____

The Bidder acknowledges receipt of the following addenda:

No.	Date
_____	_____
_____	_____