

## BID FORM

### 1. Bid Recipient

This Bid is submitted to:

Office of the City Clerk  
City Hall – City of Jackson  
101 Court Street  
Jackson, Missouri 63755

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 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.

### 2. Bidder's Acknowledgements

By signing and submitting a Bid Form, the Bidder acknowledges that Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

### 3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date
Addendum #1	4/4/25
_____	_____
_____	_____

- b. Bidder has 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 has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- e. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the

effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

- f. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- j. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

- a. 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 collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and,

- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Quantity Estimate

The quantity estimates stated in the specifications were derived using reasonable assumptions. These quantities are shown and furnished for the information of the bidder and for comparison of bids. No guarantee is made or implied regarding the accuracy of the bid items. The Contractor may not exceed estimate of quantities and expect payment unless overage is authorized in writing by the Owner.

6. Basis of Bid

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

Lump Sum Price, excluding rock excavation	\$ 23,250.00
Rock Excavation, per Cu. Yd. – quantity undetermined	\$ 250.00 / yd

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

7. List of Major Subcontractors

The names of Major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents. Any substitution of named Major Subcontractors to be used for this Work shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for rejection of the Bid.

	Area of Work	Name of Subcontractor (state "None" if Bidder will complete work)
1.	BORING	EASTERN MISSOURI INDUSTRIES
2.		
3.		
4.		
5.		

8. Time of Completion

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within ninety (90) calendar days of issuance of the Notice to Proceed. Bidder accepts the provision of the Agreement as to liquidated damages.


9. Bid Submittal Agreement

Bidder: Fronsbarger Concreters, Inc.

By:   
(signature)

David McMullin  
(print)

President  
(title)

Attest:   
(signature)

Kelly Tucker  
(print)

Secretary  
(title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Address for giving notices to Bidder:

3290 State HWY E

Oak Ridge, MO, 63769

Phone: (573) 266-3212

Email: david@fronsbarger.com

Contact: David McMullin

Bidder's License No.: \_\_\_\_\_  
(if applicable)