

**ADDENDUM NO. 2
TO SPECIFICATIONS AND PLANS
14 MILE ROAD IMPROVEMENT PROGRAM
VILLAGE OF BEVERLY HILLS, MICHIGAN**

ISSUED: April 12, 2022

HRC Job No. 20210378

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. **The Proposer shall acknowledge the receipt of this Addendum by signing below, including this with their proposals, and completing the Addenda section on page 4 of the Proposal Form (Section 00300).** Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading.

SPECIFICATIONS

Section 00300 – Proposal

- Item No. 35's unit price has changed from \$5.00 to \$700.00.

Received and Acknowledged By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

PROPOSAL
FOR
14 MILE ROAD IMPROVEMENT PROGRAM
VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN

Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, Michigan 48025

Bids Due: Wednesday, April 14, 2022
On or Before 11 am, Local Time
HRC Job No. 20210378

Prospective Bidder:

Name of Bidder: _____

Address: _____

Date: _____ Telephone: _____ Fax: _____

The above, as bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that he has examined the plans, specifications, and all other information referenced in the Instructions to Bidders, and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The bidder acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Village of Beverly Hills its agents or employees, as to any conditions to be encountered in accomplishing the work and that his bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that he has examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that he has reviewed the proposed construction methods and finds them acceptable for the conditions which he anticipates from the information provided for bidding.

The Bidder hereby declares that he/she has inspected the site of work and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make his own determination as to existing soil conditions and he shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.

The above, as Bidder, declares that he has familiarized himself with the location of the proposed 14 Mile Road Improvement Program Project in the Village of Beverly Hills, Oakland County, Michigan, and the conditions under which it must be constructed; also that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing said 14 Mile Road Improvement Program, and appurtenant work, and agrees that he will contract with the Village of Beverly Hills to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Village of Beverly Hills, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and that he will accept in full payment therefore the sum as provided below.

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DIVISION I – 14 MILE ROAD IMPROVEMENT

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization, Max 5%	1 LS	@ Lump Sum	= \$ _____
2. Color Audio-Video Route Survey	1 LS	@ Lump Sum	= \$ _____
3. HMA Surface Rem	17,598 syd	@ \$ _____	= \$ _____
4. Pavt, Rem	200 syd	@ \$ _____	= \$ _____
5. Station Grading, Mod	53 sta	@ \$ _____	= \$ _____
6. HMA, 4EML, Mod	2,241 ton	@ \$ _____	= \$ _____
7. HMA, 5EML, Mod	1,793 ton	@ \$ _____	= \$ _____
8. HMA, 4EML, Approach, Mod	105 ton	@ \$ _____	= \$ _____
9. HMA, 5EML, Approach, Mod	86 ton	@ \$ _____	= \$ _____
10. Butt Joint	1,374 lft	@ \$ _____	= \$ _____
11. Joint, HMA Plane of Weakness, Special	5,080 lft	@ \$ _____	= \$ _____
12. Underdrain, 6 inch, Special	9,035 lft	@ \$ _____	= \$ _____
13. Sewer tap, 6 inch, Special	32 ea	@ \$ _____	= \$ _____
14. Structure, Adjust (As Needed)	26 ea	@ \$ _____	= \$ _____
15. Structure, Reconstruct	3 ea	@ \$ _____	= \$ _____
16. Subgrade Undercutting, Type II, Special (As-Needed)	550 cyd	@ \$ _____	= \$ _____
17. 1" x 3" Crushed Concrete, Special (As Needed)	475 ton	@ \$ _____	= \$ _____
18. Large Aperture Geogrid (As Needed)	1,700 syd	@ \$ _____	= \$ _____
19. 21AA Aggregate, Special (As-Needed)	340 ton	@ \$ _____	= \$ _____
20. Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	1,906 lft	@ \$ _____	= \$ _____
21. Pavt Mrkg, Sprayable Thermopl, 4 inch, White	90 lft	@ \$ _____	= \$ _____
22. Pavt Mrkg, Sprayable Thermopl, 6 inch, White	8,955 lft	@ \$ _____	= \$ _____
23. Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	25 lft	@ \$ _____	= \$ _____
24. Pavt Mrkg, Ovly Cold Plastic, LT Turn Arrow Sym	1 ea	@ \$ _____	= \$ _____
25. Pavt Mrkg, Ovly Cold Plastic, RT Turn Arrow Sym	1 ea	@ \$ _____	= \$ _____
26. Pavt Mrkg, Ovly Cold Plastic, Only	2 ea	@ \$ _____	= \$ _____
27. Pavt Mrkg, Ovly Cold Plastic, School	2 ea	@ \$ _____	= \$ _____
28. Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	168 lft	@ \$ _____	= \$ _____
29. Maintenance Gravel (As Needed)	500 ton	@ \$ _____	= \$ _____
30. Exploratory Excavation and Utility Locating	1 lsum	@ \$ _____	= \$ _____
31. Site Restoration, Road	4,600 syd	@ \$ _____	= \$ _____
32. Soil Erosion and Sedimentation Control	1 LS	@ Lump Sum	= \$ _____
33. Maintaining Traffic	1 LS	@ Lump Sum	= \$ _____
34. Allowance for Permit Fees	1 LS	@ Lump Sum	= \$ \$10,000.00
35. Observation Crew Days	_____ Days	@ \$ 700	= \$ _____

Subtotal Amount of Division I **\$ _____**

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DIVISION II – 14 MILE SIDEWALK PROJECT

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
36. Sidewalk, Rem	230 syd	@ \$ _____	= \$ _____
37. Curb and Gutter, Rem	15 lft	@ \$ _____	= \$ _____
38. Clearing	0.5 ac	@ \$ _____	= \$ _____
39. Tree, Rem, 6 inch to 18 inch	8 ea	@ \$ _____	= \$ _____
40. Tree, Rem, 19 inch to 36 inch	8 ea	@ \$ _____	= \$ _____
41. Culvert, Rem, Less than 24 inch	160 lft	@ \$ _____	= \$ _____
42. Sewer, Rem, Less than 24 inch	15 lft	@ \$ _____	= \$ _____
43. Pavt, Rem	22 syd	@ \$ _____	= \$ _____
44. Dr. Structure, Rem	3 ea	@ \$ _____	= \$ _____
45. Station Grading, Sidewalk, Mod	46 sta	@ \$ _____	= \$ _____
46. Sidewalk, Conc, 4 inch	22,109 sft	@ \$ _____	= \$ _____
47. Sidewalk Ramp, Conc 6 inch	1,054 sft	@ \$ _____	= \$ _____
48. Detectable Warning Surface	156 lft	@ \$ _____	= \$ _____
49. Ditch Enclosure Pipe, 8 inch	917 lft	@ \$ _____	= \$ _____
50. Maintenance Basin, 24 inch Dia	8 ea	@ \$ _____	= \$ _____
51. Dr Structure, 48 inch Dia Over Existing	4 ea	@ \$ _____	= \$ _____
52. Dr Structure Cover, EJ 1040 Type B	5 ea	@ \$ _____	= \$ _____
53. Dr Structure Cover, EJ 1040 Type N	3 ea	@ \$ _____	= \$ _____
54. Sewer tap, 8 inch, Special	3 ea	@ \$ _____	= \$ _____
55. Sump Pump Connection	1 ea	@ \$ _____	= \$ _____
56. Sign, Remove, Salvage and Reinstall	25 ea	@ \$ _____	= \$ _____
57. Pavt Repr, Nonreinf Conc, 7 inch, Special	22 syd	@ \$ _____	= \$ _____
58. Site Restoration, Sidewalk, Mod	4,600 syd	@ \$ _____	= \$ _____
59. Thuja occidentalis Emerald, 6 foot, Special (as-needed)	30 ea	@ \$ _____	= \$ _____
60. Soil Erosion and Sedimentation Control, Sidewalk	1 LS	@ Lump Sum	= \$ _____
61. Observation Crew Days	_____ Days	@ \$ 700	= \$ _____
Subtotal Amount of Division II			\$ _____

ALTERNATE NO. 1 FOR DIVISION II – 14 MILE PATHWAY PROJECT*

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
62. Station Grading, Sidewalk, Mod	46 sta	@ \$ _____	= \$ _____
63. 21AA Aggregate, 4 inch, CIP Special	3,930 syd	@ \$ _____	= \$ _____
64. HMA, 4EML, Sidewalk, Mod	325 ton	@ \$ _____	= \$ _____
65. HMA, 5EML, Sidewalk, Mod	325 ton	@ \$ _____	= \$ _____

*Alternate No. 1, if selected, shall replace Item # 45 - Station Grading, Sidewalk, Mod and Item # 46 - Sidewalk, Conc, 4 inch.

The Owner reserves the right to award either Division of the Base Bid or the Base Bid plus any or individual Alternate or combination of Alternates, depending upon the availability of funds. However, the Division I, Division II and the Alternate of the Proposal must be bid together as described. No additional compensation

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will be made to the Contractor to offset lost compensation due to the possible deletion/reduction of the Alternate.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the Village of Beverly Hills in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

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If awarded the Contract for the 14 Mile Road Improvement Program, we agree to not start work prior to the end of the school year (June 17th) and have all road work to completed by September 21, 2022 for Division I and the entire project to be substantially completed by October 14, 2022. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete within two (2) weeks of Substantial Completion.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01010 - Progress Schedule and Staging Requirements, must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the Village of Beverly Hills. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Seven Hundred Dollars (\$700.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning October 5, 2022 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 90 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of his/her bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Village of Beverly Hills

If the undersigned enters into the contract in accordance with his/her proposal, or if his/her proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: _____

Signature: _____ Title: _____

Address: _____

County: _____ State: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

The undersigned hereby designates below his/her business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares that he/she has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
_____ The Corporation is
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of _____

NAME AND TITLE	HOME ADDRESS
_____	_____
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Signed and Sealed this _____ day of _____, 20__.

By (Signature)

Printed Name of Signer

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: The Village of Beverly Hills

in the sum of _____ Dollar (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 14 Mile Road Improvement Program in the Village of Beverly Hills

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof 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 his/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20__

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Title)

END OF SECTION

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