



**ADDENDUM NO. 1
TO SPECIFICATIONS FOR:
2022 RETAINING WALL REPAIR PROGRAM
BLOOMFIELD TOWNSHIP, MICHIGAN**

Issued: July 6, 2022

HRC Job No. 20200938

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 addendum 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:

SPECIFICATION CHANGES:

- ≡ 00030 – Advertisement
 - Change of Bid Opening Date from June 23, 2022 2:00 PM to June 27, 2022 2:00 Pm Local Time
 - Changes to Payment Options for Purchase of Plans and Specs – Credit Card Payment Accepted.
- ≡ 00300 – Proposal
 - Change of Bid Opening Date from June 23, 2022 2:00 PM to June 27, 2022 2:00 Pm Local Time

This Addendum No. 1 has been issued in order to clarify, modify, and add additional items to the original Bid Package. A copy of the amended pages of the Contract Documents noted in this addendum have been posted online at <http://www.hrcenr.com/bid-info>. The Bidder shall acknowledge receipt of this Addendum No. 1 by signing in the location provided below and incorporating this Addendum No. 1 with the submission of his bid. Failure to include Addendum No. 1 and its attachments may result in rejection of the bid.

If you have any questions or require any additional information, please contact the undersigned.

Respectfully submitted,

HUBBELL, ROTH & CLARK, INC.



Matthew G. Hughes, P.E.
Staff Engineer

Attachment

Enclosure

pc: All Plan holders
Bloomfield Township; O. Olstzyn-Budry, C. Borton, C. Markus
HRC; K. Stickel, (Front Desk), N. Womack (Repro) File

Received and Acknowledged By:

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Signature: _____

Printed Name: _____

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**PROPOSAL
FOR
2022 RETAINING WALL REPAIR PROGRAM
CHARTER TOWNSHIP OF BLOOMFIELD
OAKLAND COUNTY, MICHIGAN**

CHARTER TOWNSHIP OF BLOOMFIELD
DAVE PAYNE PUBLIC SERVICES BUILDING
1153 EXETER ROAD
BLOOMFIELD HILLS, MI 48302

Bids Due: Monday, June 27, 2022
On or Before 02:00 pm, Local Time
HRC Job No. 20200938

To Prospective Bidders:

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 the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder 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 no representations or warranties of any nature whatsoever have been received, or are relied upon from the CHARTER TOWNSHIP OF BLOOMFIELD, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected 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 the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed 2022 RETAINING WALL REPAIR PROGRAM and appurtenant construction in the CHARTER TOWNSHIP OF BLOOMFIELD, OAKLAND County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said 2022 RETAIING WALL REPAIR PROGRAM and appurtenant work, and agrees to contract with the CHARTER TOWNSHIP OF BLOOMFIELD to furnish all labor, materials,

tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the CHARTER TOWNSHIP OF BLOOMFIELD 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 will accept in full payment therefore the sum of:

Location No. 1 – Hickory Grove Road at 2989 Little Lane

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization - Max 5%		@ Lump Sum	= \$ _____
2. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
3. Erosion Control, Silt Fence	220 Lft	@ \$ _____	= \$ _____
4. Remove and Replace Tree, 6" – 8" Dia.	1 EA	@ \$ _____	= \$ _____
5. Fence, Wood Split Rail, Remove, Salvage	208 Lft	@ \$ _____	= \$ _____
6. Segmental Block Retaining Wall, Remove	1024 Sft	@ \$ _____	= \$ _____
7. Pavement, Remove	1150 Sft	@ \$ _____	= \$ _____
8. Station Grading, Location No. 1	2.1 STA	@ \$ _____	= \$ _____
9. Segmental Block Retaining Wall, Reconstruct	1030 Sft	@ \$ _____	= \$ _____
10. Sidewalk, Conc, 4 inch	1150 Sft	@ \$ _____	= \$ _____
11. Fence, Wood Split Rail, Reinstall	208 Lft	@ \$ _____	= \$ _____
12. Embankment Fill, Class III	50 CY	@ \$ _____	= \$ _____
13. Embankment Improvement		@ Lump Sum	= \$ _____
14. Flowable Fill	3 CY	@ \$ _____	= \$ _____
15. Foundation Drain, 4 Inch	200 Lft	@ \$ _____	= \$ _____
16. Landscaping Ground Cover	270 Syd	@ \$ _____	= \$ _____
17. Landscape Package Allowance	- Dlr	@ Lump Sum	= \$2,000.00
18. Turf Establishment, Performance, Modified	178 Syd	@ \$ _____	= \$ _____
19. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
20. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 1			\$ _____

Location No. 2 – 7450 Franklin Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
21. Mobilization - Max 5%		@ Lump Sum	= \$ _____
22. Color Audio Route Survey		@ Lump Sum	= \$ _____
23. Cap Unit, Tri-Plane Split Cap, Compac III, Red	32 EA	@ \$ _____	= \$ _____
24. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 2			\$ _____

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Location No. 3 – 2721 Franklin Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
25. Mobilization - Max 5%		@ Lump Sum	= \$ _____
26. Color Audio Route Survey		@ Lump Sum	= \$ _____
27. Erosion Control, Silt Fence	5 Lft	@ \$ _____	= \$ _____
28. Pavement, Remove	216 Sft	@ \$ _____	= \$ _____
29. Station Grading, Site No. 3		@ Lump Sum	= \$ _____
30. Sidewalk, Conc, 4 inch	350 Sft	@ \$ _____	= \$ _____
31. Sidewalk, Conc, 6 inch	36 Sft	@ \$ _____	= \$ _____
32. Station Grading, Location No. 3	1.25 STA	@ \$ _____	= \$ _____
33. Segmental Block Retaining Wall, Remove	125 Sft	@ \$ _____	= \$ _____
34. Turf Establishment, Performance, Modified	180 Syd	@ \$ _____	= \$ _____
35. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
36. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 3			\$ _____

Location No. 4 – 3575 Squirrel Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
37. Mobilization - Max 5%		@ Lump Sum	= \$ _____
38. Color Audio Route Survey		@ Lump Sum	= \$ _____
39. Erosion Control, Silt Fence	4 Lft	@ \$ _____	= \$ _____
40. Pavement, Remove	612 Sft	@ \$ _____	= \$ _____
41. Remove, Salvage, Reinstall Sign	1 EA	@ \$ _____	= \$ _____
42. Fence, Wood Split Rail, Remove, Salvage	100 Lft	@ \$ _____	= \$ _____
43. Segmental Block Retaining Wall, Remove	286 Sft	@ \$ _____	= \$ _____
44. Station Grading, Location No. 4	1 STA	@ \$ _____	= \$ _____
45. Sidewalk, Conc, 4 inch	540 Sft	@ \$ _____	= \$ _____
46. Sidewalk, ADA Ramp, Conc, 6 inch	72 Sft	@ \$ _____	= \$ _____
47. ADA Detectable Warning (RED)	6 Ft	@ \$ _____	= \$ _____
48. Landscaping Ground Cover	120 Syd	@ \$ _____	= \$ _____
49. Turf Establishment, Performance, Modified	85 Syd	@ \$ _____	= \$ _____
50. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
51. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 4			\$ _____

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Location No. 5 – 1945 Lone Pine Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
52. Mobilization - Max 5%		@ Lump Sum	= \$ _____
53. Color Audio Route Survey		@ Lump Sum	= \$ _____
54. Erosion Control, Silt Fence	200 Lft	@ \$ _____	= \$ _____
55. Erosion Control, Inlet Protection	1 Ea	@ \$ _____	= \$ _____
56. Pavement, Remove	749 Sft	@ \$ _____	= \$ _____
57. Segmental Block Retaining Wall, Rem, Salv	263 Sft	@ \$ _____	= \$ _____
58. Station Grading, Location No. 5	0.8 STA	@ \$ _____	= \$ _____
59. Foundation Drain, 4 Inch	90 Lft	@ \$ _____	= \$ _____
60. Drainage Structure – Landscape Catch Basin	1 EA	@ \$ _____	= \$ _____
61. Drainage Structure Cover – Landscape Catch Basin, Green	1 EA	@ \$ _____	= \$ _____
62. Segmental Block Retaining Wall, Reconstruct	275 Sft	@ \$ _____	= \$ _____
63. Sidewalk, Conc, 4 inch	396 Sft	@ \$ _____	= \$ _____
64. Sidewalk, Conc, 6 inch	174 Sft	@ \$ _____	= \$ _____
65. Drive Approach, P-NC Conc, 6 inch	180 Sft	@ \$ _____	= \$ _____
66. Turf Establishment, Performance, Modified	40 Syd	@ \$ _____	= \$ _____
67. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
68. Observation Crew Days	_____ Days	@ \$ <u>800.00</u>	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 5			\$ _____

Location No. 6 – 1965 Lone Pine Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
69. Mobilization - Max 5%		@ Lump Sum	= \$ _____
70. Color Audio Route Survey		@ Lump Sum	= \$ _____
71. Erosion Control, Silt Fence	200 Lft	@ \$ _____	= \$ _____
72. Pavement, Remove	656 Sft	@ \$ _____	= \$ _____
73. Segmental Block Retaining Wall, Rem, Salv	245 Lft	@ \$ _____	= \$ _____
74. Foundation Drain, 4 Inch	110 Lft	@ \$ _____	= \$ _____
75. Station Grading, Location No. 6	1.3 STA	@ \$ _____	= \$ _____
76. Sidewalk, Conc, 4 inch	620 Sft	@ \$ _____	= \$ _____
77. Sidewalk, Conc, 6 inch	36 Sft	@ \$ _____	= \$ _____
78. Segmental Block Retaining Wall, Reconstruct	263 Sft	@ \$ _____	= \$ _____
79. Spillway Bedding, 1 x 3 Limestone with Geotextile	1 EA	@ \$ _____	= \$ _____
80. Turf Establishment, Performance, Modified	70 Syd	@ \$ _____	= \$ _____
81. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
82. Observation Crew Days	_____ Days	@ \$ <u>800.00</u>	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 6			\$ _____

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Location No. 7 – North of 5151 Adams Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
83. Mobilization - Max 5%		@ Lump Sum	= \$ _____
84. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
85. Erosion Control, Silt Fence	120 Lft	@ \$ _____	= \$ _____
86. Station Grading, Location No. 7	0.7 STA	@ \$ _____	= \$ _____
87. Pavement, Remove	410 Sft	@ \$ _____	= \$ _____
88. Fence, Wood Split Rail, Remove, Salvage	60 Lft	@ \$ _____	= \$ _____
89. Segmental Block Retaining Wall, Rem, Salv	50 Sft	@ \$ _____	= \$ _____
90. Segmental Block Retaining Wall, Reconstruct	55 Sft	@ \$ _____	= \$ _____
91. Foundation Drain, 4 inch	21 Lft	@ \$ _____	= \$ _____
92. Sidewalk, Conc, 4 inch	410 Sft	@ \$ _____	= \$ _____
93. Fence, Wood Split Rail, Reinstall	60 Lft	@ \$ _____	= \$ _____
94. Turf Establishment, Performance, Modified	20 Syd	@ \$ _____	= \$ _____
95. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
96. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 7			\$ _____

Location No. 8 – 1791 Lone Pine Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
97. Mobilization - Max 5%		@ Lump Sum	= \$ _____
98. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
99. Erosion Control, Silt Fence	160 Lft	@ \$ _____	= \$ _____
100. Pavement, Remove	398 Sft	@ \$ _____	= \$ _____
101. Remove, Salvage, Reinstall Sign	1 EA	@ \$ _____	= \$ _____
102. Segmental Block Retaining Wall, Rem, Salv	175 Sft	@ \$ _____	= \$ _____
103. Foundation Drain, 4 inch	76 Lft	@ \$ _____	= \$ _____
104. Station Grading, Location No. 8	0.8 STA	@ \$ _____	= \$ _____
105. Segmental Block Retaining Wall, Reconstruct	172 Sft	@ \$ _____	= \$ _____
106. Sidewalk, Conc, 4 inch	398 Sft	@ \$ _____	= \$ _____
107. Spillway Bedding, 1 x 3 Limestone with Geotextile	1 EA	@ \$ _____	= \$ _____
108. Turf Establishment, Performance, Modified	140 Syd	@ \$ _____	= \$ _____
109. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
110. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 8			\$ _____

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Location No. 9 - West Side of Lahser Road South of Jonathan Lane

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
111. Mobilization - Max 5%		@ Lump Sum	= \$ _____
112. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
113. Temporary Concrete Pathway Protection	1 EA	@ \$ _____	= \$ _____
114. Segmental Block Retaining Wall, Rem & Replace	24 Sft	@ \$ _____	= \$ _____
115. Turf Establishment, Performance, Modified	40 Syd	@ \$ _____	= \$ _____
116. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
117. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 9			\$ _____

Location No. 10 – West Side of Telegraph Road South of Stonecrest Drive

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
118. Mobilization - Max 5%		@ Lump Sum	= \$ _____
119. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
120. Erosion Control, Silt Fence	150 Lft	@ \$ _____	= \$ _____
121. Pavement, Remove	532 Sft	@ \$ _____	= \$ _____
122. Remove, Salvage, Reinstall Sign	1 EA	@ \$ _____	= \$ _____
123. Segmental Block Retaining Wall, Rem, Salv	210 Sft	@ \$ _____	= \$ _____
124. Foundation Drain, 4 inch	75 Lft	@ \$ _____	= \$ _____
125. Station Grading, Location No. 10	2.0 STA	@ \$ _____	= \$ _____
126. Segmental Block Retaining Wall, Reconstruct	263 Sft	@ \$ _____	= \$ _____
127. Sidewalk, Conc, with Integral Curb, 4 inch	480 Sft	@ \$ _____	= \$ _____
128. Sidewalk, ADA Ramp, Conc, 6 inch	52 Sft	@ \$ _____	= \$ _____
129. ADA Detectable Warning (RED)	6 Ft	@ \$ _____	= \$ _____
130. Turf Establishment, Performance, Modified	28 Syd	@ \$ _____	= \$ _____
131. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
132. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 10			\$ _____

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Location No. 11 – 5075 Adams Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
133. Mobilization - Max 5%		@ Lump Sum	= \$ _____
134. Color Audio-Video Route Survey		@ Lump Sum	= \$ _____
135. Erosion Control, Silt Fence	175 Lft	@ \$ _____	= \$ _____
136. Erosion Control, Inlet Protection Sediment Filter Bag	1 Ea	@ \$ _____	= \$ _____
137. Pavement, Remove	790 Sft	@ \$ _____	= \$ _____
138. Segmental Block Retaining Wall, Rem, Salv	407 Sft	@ \$ _____	= \$ _____
139. Foundation Drain, 4 inch	150 Lft	@ \$ _____	= \$ _____
140. Station Grading, Location No. 11	1.6 STA	@ \$ _____	= \$ _____
141. Segmental Block Retaining Wall, Reconstruct	410 Sft	@ \$ _____	= \$ _____
142. Sidewalk, Conc, 4 inch	760 Sft	@ \$ _____	= \$ _____
143. Sidewalk, Conc, 6 inch	30 Sft	@ \$ _____	= \$ _____
144. Drainage Structure, Adjust	1 EA	@ \$ _____	= \$ _____
145. Turf Establishment, Performance, Modified	100 Syd	@ \$ _____	= \$ _____
146. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
147. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 11			\$ _____

Location No. 12 – 43313 Woodward Avenue

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
148. Mobilization - Max 5%		@ Lump Sum	= \$ _____
149. Color Audio Route Survey		@ Lump Sum	= \$ _____
150. Temporary Concrete Pathway Protection	1 EA	@ \$ _____	= \$ _____
151. Segmental Block Retaining Wall, Rem & Replace	7 Sft	@ \$ _____	= \$ _____
152. Turf Establishment, Performance, Modified	30 Syd	@ \$ _____	= \$ _____
153. Traffic Control and Misc. Site Access Costs		@ Lump Sum	= \$ _____
154. Observation Crew Days	_____ Days	@ \$ 800.00	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 12			\$ _____

Location No. 13 – Adams Road at Ashover Road

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
155. Mobilization - Max 5%		@ Lump Sum	= \$ _____
156. Color Audio Route Survey		@ Lump Sum	= \$ _____
157. Temporary Concrete Pathway Protection	1 EA	@ \$ _____	= \$ _____
158. Segmental Block Retaining Wall, Rem & Replace	17 Sft	@ \$ _____	= \$ _____
159. Traffic Control and Misc. Site Access Costs	@ Lump Sum	= \$ _____	
160. Observation Crew Days	_____ Days	@ \$ <u>800.00</u>	= \$ _____
SUBTOTAL AMOUNT OF BID – LOCATION NO. 12			\$ _____

TOTAL AMOUNT OF BID - ALL LOCATIONS (1 thru 13) \$ _____

ALTERNATES

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit a bid based on the information shown on the Drawings and Specifications.

The Owner reserves the right to award the Base Bid or the Base Bid plus any or individual Alternate or combination of Alternates, depending upon the availability of funds.

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 CHARTER TOWNSHIP OF BLOOMFIELD in the amount of FIVE Percent (5%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

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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 _____

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.

TIME OF COMPLETION

If awarded the Contract for the 2022 RETAINING WALL REPAIR PROGRAM, we agree to have all work substantially completed by the following dates:

1. Location 01 – October 25, 2022
2. Location 02 – August 30, 2022
3. Location 03 – October 25, 2022
4. Location 04 – October 25, 2022
5. Location 05 – October 25, 2022
6. Location 06 – October 25, 2022
7. Location 07 – October 25, 2022
8. Location 08 – October 25, 2022
9. Location 09 – August 30, 2022
10. Location 10 – October 25, 2022
11. Location 11 – October 25, 2022
12. Location 12 – August 30, 2022
13. Location 13 – July 29, 2022

Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional. For the segmental block wall removal/reinstallation and sidewalk repair work, substantial completion includes having the sidewalk open to traffic, forms removed, backfill placed, and topsoil, seed and mulch installed. Final Completion with all restoration, clean-up and punch-list items shall be complete by November 25, 2022.

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

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The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01005 Supplemental Specifications, 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 Charter Township of Bloomfield. The Bidder guarantees that the work will be completed within the time limit stated herein before 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 FIVE HUNDRED Dollars (\$500.00), 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 November 25, 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 sixty (60) 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 their 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 Township of Bloomfield.

If the undersigned enters into the contract in accordance with their proposal, or if their 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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MUNICIPAL PROJECTS/REFERENCES

Per the Owner-requested Bidder's Prequalification Requirement (Section 00012), the Bidder must include five (5) municipal references for projects completed in the last three years with a minimum value of \$50,000.00 and preferably as prime contractor, as follows:

Project No. 1: Name of Project: _____

Project Completion Date: _____ Contract Amount: _____

Name: _____ Address: _____

Telephone: _____ Firm: _____

Project No. 2: Name of Project: _____

Project Completion Date: _____ Contract Amount: _____

Name: _____ Address: _____

Telephone: _____ Firm: _____

Project No. 3: Name of Project: _____

Project Completion Date: _____ Contract Amount: _____

Name: _____ Address: _____

Telephone: _____ Firm: _____

Project No. 4: Name of Project: _____

Project Completion Date: _____ Contract Amount: _____

Name: _____ Address: _____

Telephone: _____ Firm: _____

Project No. 5: Name of Project: _____

Project Completion Date: _____ Contract Amount: _____

Name: _____ Address: _____

Telephone: _____ Firm: _____

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

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

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares the 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
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20__.

By (Signature)

Printed Name of Signer

Title

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BID BOND

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 CHARTER TOWNSHIP OF BLOOMFIELD _____

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

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 _____

2022 RETAINING WALL REPAIR PROGRAM

HRC JOB NO. 20200938

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 the obligation of the Principal 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