

**ADDENDUM NO. 1
TO SPECIFICATIONS AND PLANS
MARGUERITE AND HUMMEL WATER MAIN IMPROVEMENTS PROJECT
VILLAGE OF BEVERLY HILLS, MICHIGAN**

ISSUED: October 11, 2022

HRC Job No. 20220319

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 3 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.

CONTRACTOR QUESTIONS

- Q: Will this Project have prevailing wages?
A: No, this project will not have prevailing wages.
- Q: What is the Engineer's Estimate
A: The Engineer's Estimate is \$350,000.00

SPECIFICATIONS

Section 00300 – Proposal

- The Submittal Documents section on page 3 of Section 00300 – Proposal has been modified.

Received and Acknowledged By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PROPOSAL
FOR
MARGUERITE AND HUMMEL WATER
MAIN IMPROVEMENTS PROJECT
VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN

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

Bids Due: Thursday, October 20, 2022
On or Before 11 am, Local Time
HRC Job No. 20220319

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

\ h
r c
- e
n g
r .
c o
m \
h r
c \
p r
o j
d o
c s
\ 2
0 2
2 0
3 \
2 0
2 2
0 3
1 9
\ 0
4 -
d e
s i
g n
\ p
r o
j e
c t
- d
o c
s \
s p
e c
s \
a d
d -
n o
- 1
\ 0
0 3
0 0
0 -
p r
o p
o s
a l
. d
o c
x
1
0
/
1
/
2
2
2

VILLAGE OF BEVERLY HILLS
MARGUERITE AND HUMMEL
WATER MAIN IMPROVEMENTS PROJECT

PROPOSAL
00300 / 2

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.

BASE BID

<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	60 syd	@ \$ _____	= \$ _____
4. Pavt, Rem	84 syd	@ \$ _____	= \$ _____
5. Sign, Remove, Salvage and Reinstall	1 ea	@ \$ _____	= \$ _____
6. Abandon Existing Water Main	920 lft	@ \$ _____	= \$ _____
7. Valve Box, Abandon	1 ea	@ \$ _____	= \$ _____
8. Fire Hydrant Assembly, Rem	2 ea	@ \$ _____	= \$ _____
9. Water Main, HDPE SDR 11, 8 Inch, HDD	678 lft	@ \$ _____	= \$ _____
10. Water Main, DIWM Cl 54, 8 Inch, OC	152 lft	@ \$ _____	= \$ _____
11. Gate Valve and Well, 8 Inch	2 ea	@ \$ _____	= \$ _____
12. Fire Hydrant Assembly, Complete	3 ea	@ \$ _____	= \$ _____
13. Water Main Connection, 8 Inch to Existing 8 Inch	1 ea	@ \$ _____	= \$ _____
14. Water Service, 1 Inch	100 lft	@ \$ _____	= \$ _____
15. Water Service Curb Stop, 1 Inch	15 ea	@ \$ _____	= \$ _____
16. Water Service Connection, 1 Inch	15 ea	@ \$ _____	= \$ _____
17. Concrete Restraining Block	4 ea	@ \$ _____	= \$ _____
18. Trench Undercut and Backfill	50 cyd	@ \$ _____	= \$ _____
19. Mailbox, Remove, Salvage, Reinstall	2 ea	@ \$ _____	= \$ _____
20. Driveway, Nonreinf, Conc, 6 inch	84 syd	@ \$ _____	= \$ _____
21. Hand Patching	30 ton	@ \$ _____	= \$ _____
22. Aggregate Base, 21AA, CIP, Special	84 ton	@ \$ _____	= \$ _____
23. Maintenance Gravel (As Needed)	50 ton	@ \$ _____	= \$ _____
24. Exploratory Excavation and Utility Locating, Pavement	12 ea	@ \$ _____	= \$ _____
25. Exploratory Excavation and Utility Locating, Non-Pavement	1 ea	@ \$ _____	= \$ _____
26. Site Restoration	300 syd	@ \$ _____	= \$ _____
27. Soil Erosion and Sedimentation Control	1 LS	@ Lump Sum	= \$ _____
28. Remove, Salvage and Replace Existing Landscaping	1 LS	@ Lump Sum	= \$ _____
29. Property Protection Fence	100 lft	@ \$ _____	= \$ _____
30. Maintaining Traffic	1 LS	@ Lump Sum	= \$ _____
31. Observation Crew Days – Base Contract Allowance	<u>30</u> Days	@ \$ <u>700.00</u>	= \$ <u>21,000.00</u>
32. Observation Crew Days – Excess of Base Contract	_____ Days	@ \$ <u>700.00</u>	= \$ _____

Subtotal Amount of Bid \$ _____

h r c - e n g r . c o m \ h r c \ p r o j e c t \ d o c s \ 2 0 2 2 0 3 \ 2 0 2 2 0 3 1 9 \ 0 4 - d e s i g n \ p r o j e c t - d o c s \ s p e c s \ a d d - n o - 1 \ 0 0 3 0 0 - p r o p o s a l . d o c x
1 0 / 1 1 / 2 2

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.

SUBMITTAL DOCUMENTS

The following list of documents are required to be submitted with the bid in order for the bid to be considered complete and responsive:

- 1) *Proposal, completed and signed acknowledging all addenda*
- 2) Bid Bond
- 3) Proposed Construction Schedule (*Refer to Section 00200*)
- 4) Signed Iran-Linked Business Vendor Certification (*Refer to Section 00704*)
- 5) Horizontal Directional Drilling Project Work Plan (*Refer to section 03336*)
- 5) *Project and Personnel Experience (Refer to section 02336, Article 1.5, Part D and E)*

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.

TIME OF COMPLETION

If awarded the Contract for the Marguerite and Hummel Water Main Improvements Project, we agree to have the project substantially completed by May 12, 2023 or 30 calendar days after the contractor has first mobilized equipment, whichever is sooner. First day of mobilization is defined as the first day the contractor's equipment is on site. 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 completed within 14 days of substantial completion. Should the project be substantially complete prior to April 15, 2023, delayed completion of final restoration only (i.e. items defined in the Special Provision for Site Restoration) shall be extended to May 13, 2023.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 00200 – Coordination Clause, 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 May 13, 2023 or 31 calendar days after the contractor has first mobilized equipment, whichever is sooner, 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/ 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: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

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
- CO-PARTNERSHIP
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

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 Marguerite and Hummel Water Main Improvements Project 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

\
h
r
c
-
e
n
g
r
.
c
o
m
\
h
r
c
\
p
r
o
j
e
c
t
.
d
o
c
s
\
2
0
2
2
0
3
\
2
0
2
2
0
3
1
9
\
0
4
-
d
e
s
i
g
n
\
p
r
o
j
e
c
t
.
d
o
c
s
\
s
p
e
c
s
\
a
d
d
-
n
o
-
1
\
0
0
3
0
0
-
p
r
o
p
o
s
a
l
.
d
o
c
x
1
0
/
1
/
2
2
2