

555 Hulet Drive Bloomfield Hills, MI 48302-0360

248-454-6300

www.hrcengr.com

ADDENDUM NO. 1 TO SPECIFICATIONS AND PLANS FOR THE 2024 SAFETY PATH ADA RAMP IMPROVEMENTS BLOOMFIELD TOWNSHIP OAKLAND COUNTY, MICHIGAN

Date: March 19, 2024,

HRC Job No. 20230549

This Addendum is issued prior to receipt of bids to provide for certain changes and clarifications to the Specifications and/or the Plans, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. The General Conditions and Specifications for the original work and the Contract Drawings are to govern this work unless otherwise revised herein. All other conditions remain the same.

The Bidder shall acknowledge the receipt of this Addendum by signing this Addendum and enclosing it in the submission of his bids. This must also be acknowledged on Page 3 of the Proposal. The proposal included in this Addendum must be submitted for the bid to be considered responsive. Failure to enclose Addendum No. 1 in the submission of bids may be justification for the bid proposal being rejected as non-responsive.

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

CONTRACT DOCUMENTS:

- 1. SECTION 00300 PROPOSAL (Revised and Reissued)
 - Revised to correct Unit Type of Line Item #24 from 'Each (EA)' to 'Square Foot (SFT)'

SUMMARY:

This Addendum No. 1 has been issued to include the abovementioned permit including all required fees, bonding and surety's necessary for the awarded contractor to obtain the permit and complete the specified work. A copy of the amended pages of the Contract Documents noted in this Addendum No. 1 have been posted online at http://www.hrcengr.com/bid-info, www.bidnetdirect.com/mitn and should be utilized during the preparation of bids and incorporated into the Bid Documents.

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.

Respectfully submitted,

HUBBELL, ROTH & CLARK, INC.

Karyn M. Stickel, P.E. Senior Associate

pc: All plan holders Bloomfield Township; R.C. Almas, C. Markus HRC; File

Michael J. Donnellon, Jr. Senior Project Engineer/Landscape Architect

| Received and Acknowledged By: | | |
|--|-----------------|------|
| Company: | | |
| Signature: | | |
| Printed Name: | | |
| Title: | | |
| Date: | | |
| loomfield Hills Delhi Township Detroit Grand Rapids Howell Jackson Kalamazoo | Traverse City T | Гroy |
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PROPOSAL FOR 2024 SAFETY PATH ADA RAMP IMPROVEMENTS TOWNSHIP OF BLOOMFIELD OAKLAND COUNTY, MICHIGAN

TOWNSHIP OF BLOOMFIELD DAVE PAYNE PUBLIC SERVICES BUILDING 4200 TELEGRAPH ROAD BLOOMFIELD HILLS, MI 48302

Bids Due: Tuesday, March 26, 2024 On or Before 2:00 pm, Local Time HRC Job No. 20230549

To Prospective Bidders:

Name of Bidder:

Address:

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 Date:

 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 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 2024 SAFETY PATH ADA RAMP IMPROVEMENTS and appurtenant construction in the 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 2024 SAFETY PATH ADA RAMP IMPROVEMENTS and appurtenant work, and agrees to contract with the TOWNSHIP OF BLOOMFIELD to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the 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:

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e v **DIVISION I** – Removal and reinstallation of existing curb, gutter and sidewalks to comply with the Americans with Disabilities Act.

| Americans with Disabilities Act. | | | | | | |
|--|-------|---------|--------------------|------------|---|------------|
| Item | Q | uantity | | Unit Price | | Total Cost |
| 1. Mobilization - Max 5% | 1 | LS | (a) | \$LUMP SUM | = | \$ |
| 2. Color Audio-Video Route Survey | 1 | LS | ā | \$LUMP SUM | = | \$ |
| 3. Traffic Maintenance and Minor Traffic | | | 0 | | | |
| Devices (Incl. Flag Control) | 1 | LS | (a) | \$LUMP SUM | = | \$ |
| 4. Erosion Control | 1 | LS | ă | \$LUMP SUM | | \$ |
| 5. Remove Tree, 6-18 Inch Dia. | 2 | EA | a a | \$ | | \$ |
| 6. Mod. Retaining Wall, Rem | 90 | SFFT | a | \$ | | \$ |
| 7. Curb and Gutter, Rem | 611 | LFT | a | \$ | | \$ |
| 8. Sidewalk, Rem | 12614 | | $\overset{a}{a}$ | \$ \$ | | \$ |
| 9. Saw Cutting & Pavement Removal, Full Dep | | | $\overset{(a)}{a}$ | \$ | = | \$ |
| 10. Diamond Grinding, Conc. Curb | | LFT | $\overset{(a)}{a}$ | \$ | = | \$ |
| 11. Edge Trimming, Asphalt | 184 | LFT | | \$ | = | \$ |
| 12. Pavt Mrkg, Rem | 184 | LFT | $\overset{(a)}{a}$ | \$ \$ | _ | \$ |
| 13. 1-1/2" Cold Milling HMA Surface, w/Butt E | | SYD | a | \$ \$ | _ | \$ \$ |
| | - | | a | | | |
| 14. Structure Adjustment (+/- 6") | 5 | EA | a | \$ | = | \$ |
| 15. Structure Adjustment (>6", up to 24") | 1 | EA | a | \$ | = | \$ |
| 16. Sign, Type III, Rem, Salv | 6 | EA | \underline{a} | \$ | = | \$ |
| 17. Mod. Retaining Wall, Concrete | 126 | SFFT | @ | \$ | = | \$ |
| 18. MDOT Concrete Curb and Gutter, | | | ~ | ^ | | . |
| Incl. 8" Aggr. Base, Match Ex. | | LFT | (a) | \$ | = | \$ |
| 19. Post, Flexible, Delineator, RCOC | 11 | EA | (a) | \$ | = | \$ |
| 20. HRC Base Repair, Concrete | 727 | LFT | (a) | \$ | = | \$ |
| 21. Curb Detail E, Safety Path | 97 | LFT | (a) | \$ | = | \$ |
| 22. Curb Ramp, Conc, 4 Inch | 9186 | SFT | (a) | \$ | = | \$ |
| 23. Curb Ramp, Conc, 6 Inch | 3805 | SFT | (a) | \$ | = | \$ |
| 24. Integral Curb Ramp, Conc, 4 Inch | 106 | SFT | (a) | \$ | = | \$ |
| 25. Spillway, Concrete | 2 | EA | ā | \$ | = | \$ |
| 26. ADA Detectable Warning Surface, 2 ft. Wide | e 330 | LFT | ā | \$ | = | \$ |
| 27. 1-1/2" HMA 5EML Course, RCOC | 281 | SYD | ä | \$ | = | \$ |
| 28. Pavt Mrkg, Polyurea, 6 inch, Crosswalk | 188 | LFT | <u>a</u> | \$ | = | \$ |
| 29. Shredded Hardwood Bark Mulch | 33 | SYD | ă | \$ | = | \$ |
| 30. Turf Establishment, Seed & Straw Mulch, | | | \bigcirc | * | | * |
| 2-inch Topsoil | 1828 | SYD | @ | \$ | = | \$ |
| 31. RCOC Permit Allowance | | LS | a | | = | |
| 32. Observation Crew Days | - | DAY | a) | A | | \$ |
| AS-NEEDED UNITS | | 2.11 | (m) | ¢ <u> </u> | | * |
| 33. Remove Tree, 19-36 Inch Dia. | 2 | EA | a | \$ | = | \$ |
| 34. Remove Tree, 37 Inch Dia. or Greater | 2 | EA | $\overset{(u)}{a}$ | \$ \$ | = | \$ |
| 35. Remove Stump, Greater than 8 Inch Dia. | 2 | EA | | \$ | = | \$ |
| 36. Sign, Type III, Erect, Salv | 6 | LFT | a | Ψ \$ | = | Ψ \$ |
| 37. Sign, Type III, Erect, New | 6 | LFT | a | \$ \$ | = | Ψ \$ |
| • • • • | | | a | | _ | φ ¢ |
| 38. Post, Steel, 3 Pound | 10 | LFT | a | \$ | | ው ድ |
| 39. 4' Tree & Property Protection Fence | 1500 | LFT | a | \$ | _ | Φ |
| 40. Wood Split Rail Fence Replacement | 200 | LFT | @ | φ | = | \$ |
| TOTAL AMOUNT OF BID | | | | \$ | | |

TOTAL AMOUNT OF BID

ALTERNATES

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m a t e b 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, 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 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.

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

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If awarded the Contract for the 2024 SAFETY PATH ADA RAMP IMPROVEMENTS, we agree to have all work substantially completed by the following dates:

| Substantial Completion | Final Completion | | |
|------------------------|-------------------------|--|--|
| September 27, 2024 | October 24, 2024 | | |

Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional. For the safety path and sidewalk repair work, substantial completion includes having the safety path open to traffic, forms removed, backfill placed, and topsoil, seed and mulch installed. For the pedestrian crossing work, substation completion includes items as described for safety path, all signals in operation, and final pavement markings installed. Final Completion is completing all restoration, clean-up and punch-list.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal. The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01010 Special Project 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 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 <u>FIVE HUNDRED Dollars</u> (\$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 September 27, 2024, 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 Ninety (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 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.

BLOOMFIELD TOWNSHIP 2024 SAFETY PATH ADA RAMP IMPROVEMENTS

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r e 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: | |

LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

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| The undersign be served or m | ned hereby designates below the business address to which all notices, directions or other communications mailed: | | | | |
| Street | | | | | |
| City | | | | | |
| | Zip Code | | | | |
| The undersign () | ed hereby declares the 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, title | es, 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 Se | ealed this, 20 | | | | |
| | By (Signature) | | | | |
| | Printed Name of Signer | | | | |
| | Title | | | | |
| | | | | | |

BLOOMFIELD TOWNSHIP 2024 SAFETY PATH ADA RAMP IMPROVEMENTS

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BID BOND

| We, the undersigned, | | |
|---|--|--|
| As Principal, hereinafter called the Principal, and | 1 | |
| A corporation duly organized under the laws of t | he State of | |
| As surety, hereinafter called the SURETY, are hereinafter called the SURETY | eld and firmly bound unto: | |
| The Owner: | | |
| in the sum of | Dollars (\$ |), |
| For the payment of which sum well and truly to l executors, administrators, successors and assigns | | |
| WHEREAS, the Principal has submitted a bid fo | r | |
| NOW, THEREFORE, if the OWNER shall accep the OWNER in accordance with the terms of suc CONTRACT DOCUMENTS with good and suff prompt payment of labor and material furnished enter such contract and give such bond or bonds, penalty hereof between the amount specified in s contract with another party to perform the work of void, otherwise to remain in full force and effect. Signed and sealed this | th bid, and give such bond or bonds as may ficient surety for the faithful performance o in the prosecution thereof, or in the event o if the Principal shall pay to the OWNER th said bid and such larger amount for which the covered by said bid, then the obligation of t | be specified in the f such contract and for the f the failure of the Principal to ne difference not to exceed the he OWNER may in good faith he Principal shall be null and |
| Signed and sealed this | day of | , 20 |
| (Witness) | (Principal) (Title) | (Seal) |
| (Witness) | (Surety) | |
| | (Title) | |
| | END OF SECTION | |
| | | |