

PRINCIPALS

Daniel W. Mitchell
Nancy M. D. Faught
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart
Todd J. Sneathen

CONTROLLER

Donna M. Martin

SENIOR ASSOCIATES

Gary J. Tressel
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan
Thomas G. Maxwell

ASSOCIATES

Marshall J. Grazioli
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickle
Jane M. Graham
Aaron A. Uranga
Salvatore Conigliaro
Melissa A. Coatta
Michael P. Darga
Brian K. Davies
Matthew G. Slicker
James J. Surhigh
Trevor S. Wagenmaker

HUBBELL, ROTH & CLARK, INC.

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Bloomfield Hills, MI 48302-0360

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OTHER OFFICE LOCATIONS

Delhi Township
Detroit
Grand Rapids
Howell
Jackson
Kalamazoo
Lansing

ADDENDUM NO. 1
COOLIDGE RESTRIPIING – 11 MILE ROAD TO 12 MILE ROAD
BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN

ISSUED: January 15, 2019

HRC Job No. 20180716.07

INTENT:

This Addendum No. 1 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 on Page 00300/4 of the Proposal.

ADDENDUM NO. 1
GENERAL

Specification Changes

Section 00300 – Proposal and Legal Status of Bidders (Issued) - This revised section must be utilized for bid submittal.

1. Adjusted Bid Item 33 – **Observation Crew Days** at **\$750 per day**, with the number of observation crew days to be provided by the contractor.
2. Adjusted liquidated damages to **\$500 per day** to begin on **May 2, 2019**.
3. Bids to remain firm for not less than **60 days** from the bid due date.

Drawing Changes

None at this time.

Summary:

This Addendum No. 1 has been issued in order to clarify, modify, and add additional items to the original Bid Package. The Contractor 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.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Colleen Hill-Stramsak, PE, PTOE
Associate – Transportation Department

CHS/chs

Attachments; Proposal (Section 00300)

pc: All Prospective Bidders
Berkley DDA; Vivian Carmody, Executive Director
HRC; R. Alix, E. Zmich, File

Accepted:

Company: _____

Signature: _____

Printed Name: _____ Title: _____

Dated:

PROPOSAL
FOR
COOLIDGE RESTRIPIING – 11 MILE ROAD TO 12 MILE ROAD
BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN

Berkley Downtown Development Authority
3338 Coolidge Highway
Berkley, Michigan 48072

Bids Due: **Thursday, January 31st, 2019**
On or Before **3:00 pm, Local Time**
HRC Job No. 20180716

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 Berkley DDA, 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 Coolidge Restriping Project and appurtenant construction in the City of Berkley, 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 Coolidge Restriping Project, and appurtenant work, and agrees to contract with the Berkley Downtown Development Authority to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Berkley Downtown Development Authority, 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:

The project includes the removal and installation of permanent pavement markings on Coolidge Highway between 11 Mile Road and 12 Mile Road.

BASE BID

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization, Max	1 LSUM	@ \$ _____	= \$ _____
2. Pavt Mrkg, Sprayable Thermopl, 4 inch, White	1,400 Ft	@ \$ _____	= \$ _____
3. Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	14,250 Ft	@ \$ _____	= \$ _____
4. Pavt Mrkg, Sprayable Thermopl, 6 inch, White	16,570 Ft	@ \$ _____	= \$ _____
5. Pavt Mrkg, Sprayable Thermopl, 12 inch, Yellow	200 Ft	@ \$ _____	= \$ _____
6. Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 6 inch, Blue	16 Ft	@ \$ _____	= \$ _____
7. Pavt Mrkg, Thermopl, 12 inch, Cross Hatching, White	900 Ft	@ \$ _____	= \$ _____
8. Pavt Mrkg, Methyl Methacrylate (MMA), Green	1,100 Sft	@ \$ _____	= \$ _____
9. Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	2 Ea	@ \$ _____	= \$ _____
10. Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	6 Ea	@ \$ _____	= \$ _____
11. Pavt Mrkg, Ovly Cold Plastic, Only	1 Ea	@ \$ _____	= \$ _____
12. Pavt Mrkg, Cold Plastic, 12 inch, Crosswalk Line	1,600 Ft	@ \$ _____	= \$ _____
13. Pavt Mrkg, Ovly Cold Plastic, Bike, Small Symbol	26 Ea	@ \$ _____	= \$ _____
14. Pavt Mrkg, Ovly Cold Plastic, Directional Arrow Sym, Bike	26 Ea	@ \$ _____	= \$ _____
15. Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	3 Ea	@ \$ _____	= \$ _____

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16. Sign, Type III, Rem	10 Ea	@ \$ _____	= \$ _____
17. Sign, Type IIIB	165 Sft	@ \$ _____	= \$ _____
18. Post, Steel, 3 lb	255 Ft	@ \$ _____	= \$ _____
19. Rem Spec Mrkg	1,800 Sft	@ \$ _____	= \$ _____
20. Pavt Mrkg, Longit, 6 inch or Less Width, Rem	17,000 Ft	@ \$ _____	= \$ _____
21. Flag Control	1 LSUM	@ \$ _____	= \$ _____
22. Channelizing Device, 42 inch, Furn	100 Ea	@ \$ _____	= \$ _____
23. Channelizing Device, 42 inch, Oper	100 Ea	@ \$ _____	= \$ _____
24. Lighted Arrow, Type C, Furn	2 Ea	@ \$ _____	= \$ _____
25. Lighted Arrow, Type C, Oper	2 Ea	@ \$ _____	= \$ _____
26. Sign, Type B, Temp, Prismatic, Furn	250 Sft	@ \$ _____	= \$ _____
27. Sign, Type B, Temp, Prismatic, Oper	250 Sft	@ \$ _____	= \$ _____
28. Traffic Regulator Control	1 LSUM	@ \$ _____	= \$ _____
29. Minor Traf Devices	1 LSUM	@ \$ _____	= \$ _____
30. Sign, Portable, Changeable Message, Furn	1 Ea	@ \$ _____	= \$ _____
31. Sign, Portable, Changeable Message, Oper	1 Ea	@ \$ _____	= \$ _____
32. Color Audio Video Route Survey	1 LSUM	@ \$ _____	= \$ _____
33. Observation Crew Days	Day	@ \$ 750	= \$ _____
Total Amount of Bid			\$ _____

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. Alternates listed below are for the Owner’s convenience and shall be priced as indicated by the work description. All alternates shall be clearly marked whether they represent an add or deduct to the Base Bid Price quoted herein. All Alternates which are quoted shall be complete and the price shall include all Bidder mark-ups. Each Alternate shall be clearly marked if it represents an Add or a Deduct from the Base Bid Price.

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 Berkley Downtown Development Authority 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.

TIME OF COMPLETION

If awarded the Contract for the Coolidge Restriping Project, we agree to have all work substantially completed by May 1, 2019. 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.

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Final Completion with all clean-up and punch-list items shall be complete by June 1, 2019.

The execution of all work and specific constraints as described in the contract drawings and 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 Berkley DDA. 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 **May 2, 2019** 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 **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 Berkley DDA.

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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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: _____

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 _____

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

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