

## **ADDENDUM NO. 1**

**CITY OF ST. CLAIR  
CLINTON AVENUE RESURFACING  
AEW PROJECT NO. 0186-0267**

The following changes to and/or clarifications of the Contract Documents will be incorporated in said Contract Documents and such changes shall be allowed for in the price bid by the Contractor, such that the price indicated in the Proposal shall represent the conditions as set forth in the original Contract Documents as modified by this Addendum.

Acknowledgment of receipt of this Addendum and the Bidder's Acceptance of these revised conditions prior to submittal of his bid shall be indicated by adding the Addendum number on the Bid Form.

The following additions, changes, and clarifications are made:

**Change:**                    **Asphalt Mixes**

The asphalt mixes being used for this project have been revised to the following:

- 4EML for the leveling course has been changed to 3C
- 5EML for the wearing course has been changed to 13A

A revised bid form has been attached to this addendum revising the asphalt mixes to be used for this project

**Clarification:**            **Mobilization, Max.**

The maximum amount allowed for the mobilization bid item was omitted from the bid form. The maximum amount allowed within the bid for this pay item is \$22,000. A revised bid form has been attached to this addendum showing this amount.

**END OF ADDENDUM NO. 1**

**BID FORM**  
**CLINTON AVENUE RESURFACING**  
**CITY OF ST. CLAIR**

**AEW PROJECT NO. 0186-0267**

**BID SUBMITTED BY:** \_\_\_\_\_  
Company Name

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City Clerk  
City of St. Clair  
547 North Carney Drive  
St. Clair, Michigan 48079*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the Owner's decision to proceed with the Project is subject to Owner's determination that all legal, financial and grant approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not to proceed with the project in which case no bidder shall have a claim of any kind in contract, tort, equity or otherwise, against the Owner.
- L. Bidders acknowledge that Owner retains the unrestricted right not to proceed with the project and to reject all Bids received. In either case, Owner shall not be liable to any Bidder under any theory including contract, tort, equity or otherwise.
- M. Bidder acknowledges that the unexpected presence and location of existing underground utilities and resulting conflicts with such utilities are ordinarily encountered and generally recognized as inherent in subsurface sewer and appurtenant work in areas that have been previously developed.

**ARTICLE 4 – BIDDER'S CERTIFICATION****4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**CLINTON AVENUE RESURFACING  
CITY OF ST. CLAIR  
AEW PROJECT NO. 0186-0267**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
<b>Base Bid</b>					
1.	_Mobilization, Max. \$22,000	1	LS	\$ _____	\$ _____
2.	Curb and Gutter, Rem	250	Ft	_____	_____
3.	Sidewalk, Rem	141	Syd	_____	_____
4.	_Subgrade Undercutting, Modified	150	Cyd	_____	_____
5.	Erosion Control, Inlet Protection, Fabric Drop	33	Ea	_____	_____
6.	Project Cleanup	1	LS	_____	_____
7.	Aggregate Base, 6 inch	160	Syd	_____	_____
8.	Dr Structure Cover, Adj, Case 1	21	Ea	_____	_____
9.	Dr Structure, Temp Lowering	30	Ea	_____	_____
10.	_Sanitary Manhole Cover, St. Clair	10	Ea	_____	_____
11.	_External Structure Wrap, 18 inch	34	Ea	_____	_____
12.	_Storm Manhole Cover, St. Clair	3	Ea	_____	_____
13.	_Catch Basin Cover, St. Clair, Pavt	18	Ea	_____	_____
14.	__Gate Well Cover, St. Clair	3	Ea	_____	_____
15.	Cold Milling HMA Surface	13,628	Syd	_____	_____
16.	Pavt for Butt Joints, Rem	150	Syd	_____	_____
17.	Joint and Crack, Cleanout	8,000	Ft	_____	_____
18.	Pavt Joint and Crack Repr, Det 7	2,000	Ft	_____	_____
19.	Hand Patching	100	Ton	_____	_____
20.	HMA, 3C	632	Ton	_____	_____
21.	HMA, 13A	1,925	Ton	_____	_____
22.	Cold Milling Conc Pavt	600	Syd	_____	_____
23.	Lane Tie, Epoxy Anchored	500	Ea	_____	_____
24.	__Pavt Repr, Nonreinf Conc, 9 inch, Modified	1,000	Syd	_____	_____
25.	__Pavt Repr, Rem, Modified	1,252	Syd	_____	_____
26.	Driveway, Nonreinf Conc, 6 inch	286	Syd	_____	_____
27.	Curb and Gutter, Conc, Det F2	281	Ft	_____	_____

**CLINTON AVENUE RESURFACING  
CITY OF ST. CLAIR  
AEW PROJECT NO. 0186-0267**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
<b>Base Bid</b>					
28.	Detectable Warning Surface	70	Ft	_____	_____
29.	Curb Ramp Opening, Conc	105	Ft	_____	_____
30.	Curb Ramp, Conc, 4 inch	818	Sft	_____	_____
31.	_Curb Ramp, Conc, 8 inch	931	Sft	_____	_____
32.	Post Hole Through Conc for Steel Post	2	Ea	_____	_____
33.	Post, Steel, 3 pound	224	Ft	_____	_____
34.	Sign, Type III, Rem	2	Ea	_____	_____
35.	Sign, Type IIIB	104	Sft	_____	_____
36.	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	132	Ft	_____	_____
37.	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	28	Ft	_____	_____
38.	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	2	Ea	_____	_____
39.	Pavt Mrkg, Waterborne, 4 inch, Yellow	6,148	Ft	_____	_____
40.	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	20	Ea	_____	_____
41.	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea	_____	_____
42.	Minor Traf Devices	1	LS	_____	_____
43.	Plastic Drum, Fluorescent, Furn	175	Ea	_____	_____
44.	Plastic Drum, Fluorescent, Oper	175	Ea	_____	_____
45.	Sign, Type B, Temp, Prismatic, Furn	350	Sft	_____	_____
46.	Sign, Type B, Temp, Prismatic, Oper	350	Sft	_____	_____
47.	Traf Regulator Control	1	LS	_____	_____
48.	Topsoil Surface, Furn, 3 inch	500	Syd	_____	_____
49.	Gate Box, Adj, Case 1	3	Ea	_____	_____
50.	Sanitary Structure Cover, Adj, Case 1	11	Ea	_____	_____
51.	__Audio Visual Record of the Construction Influence Area	1	LS	_____	_____
				<b>Total of Base Bid</b>	<b>\$ _____</b>

Dependent upon the results of the bid and the available budget for this project, the City may decide to increase or decrease quantities to be within budget for this project.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before June 28, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General conditions on or before July 12, 2024.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Statement of Qualifications;
  - C. Subcontractor Listing; and
  - D. Project References.

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By: *[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Title: \_\_\_\_\_

Attest: *[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

*(where applicable)*