

SECTION 00 91 13

ADDENDUM #1

SECTION 00 41 43 - BID FORM – UNIT PRICE (SINGLE-PRIME CONTRACT)

ARTICLE 5 – BASIS OF BID, 5.01, A, Cass St., Haver St., Pine St., Superior St., Kalamazoo St.:  
Change the quantity of Item No. 15, HMA, 4E1 to 0 Ton. Change the quantity of Item No. 16, HMA,  
5E1 to 259 Ton.

ARTICLE 5 – BASIS OF BID, 5.01, B, Conger St.: Change the quantity of Item No. 6, Pavt., Rem.  
to 478 Sq. Yd. Add Item No. 52, Masonry and Conc. Structure, Rem., 125 Cu. Yd. Masonry and  
Conc. Structure, Rem is located in the MDOT, 2012 Standard Specifications for Construction,  
Section 204. Removing Miscellaneous Structures and Materials.

A revised copy of the Bid Form is attached to this Addendum. Bids shall be submitted on the revised  
Bid Form.

CONSTRUCTION PLANS

Sheet 2 of 8, Typical Sections and Details, Proposed Pavement Section, (Cass St., Haver St., & Pine  
St.), Change Proposed HMA 4E1 to 5E1.

Sheet 4 of 8, Removals, Change quantity of Pavement, Removals from 603 Syd to 478 Syd., Add  
Masonry and Conc. Structure, Rem. 125 Cu. Yd.

Sheet 6 of 8, Improvements, Change HMA, 4E1 to HMA, 5E1.

SECTION 00 41 43

BID FORM – UNIT PRICE (SINGLE-PRIME CONTRACT)

**BID TO BE SUBMITTED  
ON THIS FORM**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of South Haven  
1199 8th Avenue  
South Haven MI 49090

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, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied 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 contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC 4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; 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 the 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) 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 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 of the Work for which this Bid is submitted.

#### **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):

**A. Cass St., Haver St., Pine St., Superior St., & Kalamazoo St.**

<b>Item No.</b>	<b>Section No.</b>	<b>Pay Item</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Amount</b>
1	01 10 00	Mobilization, Max \$8,000	1	Lump Sum		
2	01 50 00	Temporary Traffic Control	1	Lump Sum		
3	10 14 53	Traffic Signs, Permanent	20	Sq. Ft.		
4	10 14 53	Post, Steel, 3lb	4	Each		
5	31 10 00	HMA Surface, Rem.	2777	Sq. Yd.		
6	31 10 00	Sidewalk, Rem.	6	Sq. Yd.		
7	31 10 00	Curb & Gutter, Rem.	208	Ft.		
8	31 10 00	Sign, Rem.	4	Each		
9	31 25 00	Inlet Protection, Fabric Drop	7	Each		
10	32 01 16	Structure Cover, Adjust, Case 1	5	Each		
11	32 01 16	Structure Cover, Adjust, Case 2	4	Each		
12	32 01 16	Structure, Adjust, Additional Depth	9	Ft		
13	32 01 16	Cold Milling HMA Surface	210	Sq. Yd.		
14	33 11 23	Aggregate Base, 21AA	20	Cu. Yd.		
15	32 12 16	HMA, 4E1	0	Ton		
16	32 12 16	HMA, 5E1	259	Ton		
17	Special	Ultra Thin HMA, Low Volume	107	Ton		
18	32 13 13	Sidewalk, 4 inch	25	Sq. Ft.		
19	32 13 13	Sidewalk Ramp, 6 inch	41	Sq. Ft.		

20	32 13 13	Curb & Gutter, Conc., Det. F4	208	Ft.		
21	32 13 13	Driveway, Nonreinf. Conc., 6 inch	8	Sq. Yd.		
22	32 13 13	Concrete, Misc.	10	Cu. Yd.		
23	32 17 23	Pavt. Mrkg., Ovly. Cold Plastic, 24 inch, Stopbar	29	Ft.		
24	32 17 23	Pavt. Mrkg., Ovly. Cold Plastic, 6 inch, Crosswalk	52	Ft.		
25	32 17 23	Pavt. Mrkg., Ovly, Cold Plastic, Sharrov Sym.	4	Each		
26	32 91 19	Topsoil Surface, 4 inch, screened	130	Sq. Yd.		
27	32 92 19	Seed & Fertilizer	130	Sq. Yd.		
28	32 92 19	Mulch Blanket	130	Sq. Yd.		
29	32 92 19	Water, Seeding	10	Unit		
30	32 92 19	Mowing	130	Sq. Yd.		
31	32 92 19	Weed Control	130	Sq. Yd.		
32	33 05 13	Structure Reconstruct, 48 inch Dia.	1	Each		
33	33 05 13	Structure Cover, EJ #1040, San. Logo	5	Each		
34	33 05 13	Structure Cover, EJ #7030	1	Each		
35	33 05 13	Structure Cover, EJ #7045	4	Each		
TOTAL						

**B. Conger St.**

Item No.	Section No.	Pay Item	Qty	Units	Unit Price	Amount
1	01 10 00	Mobilization, Max \$15,000	1	Lump Sum		
2	01 50 00	Temporary Traffic Control	1	Lump Sum		
3	10 14 53	Traffic Signs, Permanent	18	Sq. Ft.		
4	10 14 53	Post, Steel, 3lb	6	Each		
5	31 10 00	HMA Surface, Rem.	2020	Sq. Yd.		
6	31 10 00	Pavt., Rem.	478	Sq. Yd.		
7	31 10 00	Sidewalk, Rem.	8	Sq. Yd.		
8	31 10 00	Curb & Gutter, Rem.	130	Ft.		
9	31 10 00	Sign, Rem.	5	Each		

10	31 10 00	Utility Line, Rem., Stm. (24 inch and greater)	60	Ft.		
11	31 10 00	Utility Str., Rem., Stm.	6	Each		
12	31 25 00	Inlet Protection, Fabric Drop	5	Each		
13	32 01 16	Structure Cover, Adjust, Case 1	4	Each		
14	32 01 16	Structure, Adjust, Additional Depth	4	Ft		
15	32 11 16	Subbase, CIP	200	Cu. Yd.		
16	33 11 23	Aggregate Base, 21AA, 8 inch	555	Sq. Yd.		
17	33 11 23	Aggregate Base, 21AA	20	Cu. Yd.		
18	32 12 16	HMA, 4E1	386	Ton		
19	32 12 16	Hand Patching	83	Ton		
20	32 13 13	Sidewalk, 4 inch	60	Sq. Ft.		
21	32 13 13	Curb & Gutter, Conc., Det. F4	450	Ft.		
22	32 13 13	Driveway, Nonreinf. Conc., 6 inch	5	Sq. Yd.		
23	32 13 13	Concrete, Misc.	10	Cu. Yd.		
24	32 17 23	Pavt. Mrkg., Ovly. Cold Plastic, 24 inch, Stopbar	27	Ft.		
25	32 17 23	Pavt. Mrkg., Ovly. Cold Plastic, 12 inch, Continental Crosswalk	115	Ft.		
26	32 17 23	Line Mrkg., Waterborne, For Rest Areas, Parks & Lots, White, 4 inch	1216	Ft.		
27	32 17 23	Line Mrkg., Waterborne, Yellow, 4 inch	1174	Ft.		
28	32 91 19	Topsoil Surface, 4 inch, screened	230	Sq. Yd.		
29	32 92 19	Seed & Fertilizer	230	Sq. Yd.		
30	32 92 19	Mulch Blanket	230	Sq. Yd.		
31	32 92 19	Water, Seeding	20	Unit		
32	32 92 19	Mowing	230	Sq. Yd.		
33	32 92 19	Weed Control	230	Sq. Yd.		
34	Special	Drop Inlet	1	Each		
35	33 05 13	Structure, Stm. CB, 24 inch Dia.	2	Each		
36	33 05 13	Structure, Stm. CB, 48 inch Dia.	4	Each		
37	33 05 13	Structure, Stm. CB, 60 inch Dia.	1	Each		
38	33 05 13	Structure, Stm. CB, 72 inch Dia.	1	Each		

39	Special	Stm. Sewer Conn. To Ex. Stm. Sewer, 24 inch and Less	4	Each	
40	Special	Stm. Sewer Conn. To Ex. Stm. Sewer, 4'x3' to 24 inch	1	Each	
41	33 05 13	Structure Conn. To Ex. Sewer, 12 inch	5	Each	
42	33 05 13	Structure Conn. To Ex. Sewer, 15 inch	3	Each	
43	33 05 13	Structure Conn. To Ex. Sewer, 48 inch	1	Each	
44	33 05 13	Structure Cover, EJ #1040, San. Logo	3	Each	
45	33 05 13	Structure Cover, EJ #1040, Stm. Logo	4	Each	
46	33 05 13	Structure Cover, EJ #7030	3	Each	
47	33 05 13	Structure Cover, EJ #7034	3	Each	
48	33 41 13	Stm. Sewer, RCP, 24 inch	58	Ft.	
49	33 41 13	Stm. Sewer, SDR 26, 8 inch	13	Ft.	
50	33 41 13	Stm. Sewer, SDR 26, 12 inch	25	Ft.	
51	33 41 13	Stm. Sewer, SDR 26, 15 inch	12	Ft.	
<b>52</b>	<b>MDOT</b>	<b>Masonry and Conc. Structure, Rem.</b>	<b>125</b>	<b>Cu. Yd.</b>	
TOTAL					

**Bid Summary**

A. CASS ST., HAVER ST., PINE ST., SUPERIOR ST., & KALAMAZOO ST.	
B. Conger St.	
Grand Total	

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that 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 and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**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 in the form of \_\_\_\_\_;
  - B. Evidence of authority to do business in the [State of Michigan](#); or a written covenant to obtain such license within the time for acceptance of Bids.

**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**

- 9.01 This Bid is submitted by:

If Bidder is other than a Corporation:

Name of Business Entity: \_\_\_\_\_

Type of Business Entity: \_\_\_\_\_

(Attach applicable documentation to validate bidder’s authority to do business)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Attest \_\_\_\_\_

If Bidder is a Corporation:

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type of Corporation: \_\_\_\_\_  
(General Business, Professional, Service, Limited Liability)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Attest \_\_\_\_\_

Bidder's Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail: \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, [2018](#).

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