

**ADDENDUM NUMBER #1**

<u>PROJECT</u>	<u>BIDS DUE</u>
Charter Township of Union DWSRF Project DW-7705A 2024 Water System Upgrades Division D: Lead Service Line Verification GFA Project No: 23349	Date: October 11, 2024 Time: 9:00 AM Location: Charter Township of Union 5228 South Isabella Rd Mt Pleasant, MI 48858

The Addendum is issued prior to the receipt of bid proposals to amend the Contract Documents as follows. Bidders shall acknowledge receipt of this addendum by means of acknowledging on Page 1 of the Bid Form (EJCDC C-410).

**BIDDING DOCUMENTS**

1. EJCDC C-410 shall be stricken in its' entirety and replaced with the attached document. The Bid Tab has been updated to reflect clarifications on inspection points. For Clarification, LSL inspection verification is limited to Points 2 and 3 only. Any reference to Point 4 shall be removed from the contract scope of work.
2. EJCDC C-550 shall be stricken in its' entirety and replaced with the attached document. The Notice to Proceed has been updated to reflect a Substantial Completion date of November 1, 2025.
3. Specification 01270, Bid Item No.5 shall be stricken and replaced with the following:

Bid Item No. 5: Service Line Potholing, Point 3: The completed work for service line potholing, point 3 will be paid for at the contract unit price per each (EA) on the basis of the actual quantity of service line locations verified within the limits of the plans. Payment shall include, but not limited to, backfilling, compaction, pea stone, dewatering, and all other labor, materials, and equipment necessary to complete vacuum excavation for service line material verification at point 3 as described in specification section 01100 and in accordance with the plans and specifications.

4. Standard Specification Section 1 shall be stricken in its' entirety and replaced with the attached document. The specification has been updated to reflect errors in description of work.

This Addendum No. 1 becomes part of the Contract Documents as of this date and supersedes the information in the originally issued Contract Documents where applicable. The Contractor shall acknowledge receipt of the Addendum in the Bid Schedule included with his/her bid.

# BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Charter Township of Union, 5228 S Isabella Rd, Mt Pleasant, MI 48858**
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. C-451 – Bidders Experience Form**
  - H. Certification Regarding Debarment, Suspension, & Other Responsibility Matters**
  - I. Davis-Bacon Compliance Certification**

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 **Deleted**
- 3.02 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization, Max 5%	LS	1	\$	\$
2	Erosion Control, Inlet Protection, Fabric Drop	EA	100	\$	\$
3	Erosion Control, Silt Fence	FT	500	\$	\$
4	Service Line Potholing, Point 2	EA	372	\$	\$
5	Service Line Potholing, Point 3	EA	372	\$	\$
6	Water Service Lead, Long, 1"	EA	50	\$	\$
7	Water Service Lead, Short, 1"	EA	50	\$	\$
8	Remove Pavement	SY	1,000	\$	\$
9	Remove Concrete Sidewalk	SY	1,000	\$	\$
10	Subbase, CIP	CY	250	\$	\$
11	Aggregate Base, 6"	SY	1,000	\$	\$
12	Aggregate Surface, 6"	SY	500	\$	\$
13	HMA Approach	TON	200	\$	\$
14	6" Nonreinforced Concrete Driveway	SY	500	\$	\$
15	4" Concrete Sidewalk	SF	500	\$	\$
16	6" Concrete Sidewalk	SF	500	\$	\$
17	Restoration	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—DELETED**

**ARTICLE 5—DELETED**

**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 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 6.02 **Deleted**
- 6.03 **Deleted**
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

*Bidder hereby acknowledges receipt of the following Addenda:*

**Bidders are responsible to research Addendums and Acknowledge Addendums on the Bid form. Addendums will be posted, at least three (3) days prior to Bid Opening, on the GFA website at [www.gfa.tc](http://www.gfa.tc), go into the Project Center, Advertisements for Bids, then select the appropriate Project. Failure of any Bidder to obtain any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bids as submitted. All Addendas, so issued, shall become part of the Contract Documents.**

Addendum Number	Addendum Date

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. 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.
  - b. 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.
  - c. 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.

- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

## NOTICE TO PROCEED

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **November 1, 2025**, and the date by which readiness for final payment must be achieved is **December 1, 2025**.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Charter Township of Union  
By *(signature)*: \_\_\_\_\_  
Name *(printed)*: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer



GENERAL REQUIREMENTS

1.01 PROJECT DESCRIPTION

Work includes the following major items:

The work under this contract consists of the following listed items and includes, but is not limited to, the furnishing of all labor, materials, tools and equipment, to properly install, construct or complete, as indicated on the drawings or specifications:

- A. The contractor will perform potholing (via vacuum excavation) on both private and public side of the water service curb stop at a minimum distance of 18 inches from the curb stop. A total of 372 material verifications will be completed and documented for the Owner. Quantities may be increased or decreased at the discretion of the Owner or Engineer.
  1. Work will include traffic control, landscaping, grass, pavement, and / or concrete restoration where necessary. The anticipated depth of pipe is approximately 6 feet below grade but may be up to 8 feet.
  2. The contractor will be responsible for coordinating work in the public Right of Way with the Owner and coordinating work on private property with the property owner along with obtaining applicable permit for the work.
  3. The inspections are required to meet EGLE minimum service line material verification requirements at points two and three as detailed in the EGLE CDSMI Attachment.

1.02 DEFINITIONS

The intent of this section is to identify certain persons involved in the project.

DPW	The agency performing the system operations and maintenance typically identified as a Department of Public Works.
Engineer	Engineer who provided the sanitary sewage system and or water main design, plans and specifications for the owner.
Owner	Party who is having the sanitary sewage system and or water main facilities installed.
Contractor	Contractor is prime Contractor who is so identified by the Owner and is responsible for the sanitary sewage system and or water main facilities installation.
Township	The governing Township (Charter Township of Union).

1.03 PRECONSTRUCTION CONFERENCE

Prior to commencement of any construction activities involving the sanitary sewer system and/or water system, a principal member representing the Owner, the Contractor, the Design Engineer, the Township Engineer and the Township DPW shall meet at a pre-determined location and time to discuss the project. It shall be the responsibility of the Owner or his/her Design Engineer to organize this meeting. At that time, the Contractor schedule, as well as the Township Engineer's requirements, will be discussed to obtain a mutual understanding of the project and the Township's inspection process.

1.04 LINES AND GRADES FOR CONSTRUCTION

The Owner (his Contractor and/or Engineer) shall provide adequate lines and grades for construction of the sanitary sewer and/or water main prior to installing the utilities.

1.05 PROGRESS SCHEDULE

The Owner shall, as soon as practical, prepare and submit to the Township Engineer three (3) copies of the Progress Schedule regarding sanitary sewer and/or water main construction. This schedule shall show in a clear, graphical manner the proposed date for commencement, progress and completion of the work.

1.06 INTERFERENCE WITH EXISTING SEWAGE TREATMENT WORKS

No bypassing of untreated sewage will be allowed during the construction of this project other than that which normally takes place due to stormwater overflows, etc. The Contractor shall provide a plan of work to the Township Engineer for approval before starting work on any phases of the project which might involve existing sewage facilities.

1.07 RELATIONS TO OTHER CONTRACTORS AND UTILITY FORCES

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or adjacent force account work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents.

The Contractor shall grant to other contractors and forces necessary means of access to their work.

1.08 PERMITTING AGENCIES

The Contractor shall perform all work in accordance with any and all applicable permit requirements. The Owner or his Design Engineer shall present the Township Engineer with a copy of all documentation and calculations for the permit process. The Township, with the assistance of the Township Engineer, will obtain the necessary permit for construction/installation prior to commencement of any work.

1.09 ACCESS TO WORK

The Township Engineer or Township Resident Project Representative shall have access maintained to all sanitary sewer or water main work at all times. Proper notification (48 hours) shall be given to the Township Engineer prior to the start of any construction or testing.

1.10 SHOP DRAWINGS

Shop drawings of all equipment shall be issued to the Design Engineer during the shop drawing review stage for his approval. The Design Engineer shall forward these (2 copies) to the Township Engineer for his review regarding compliance with the Township requirements. The Township Engineer will not perform a technical review. That shall remain the responsibility of the Design Engineer. The Contractor should supply a minimum of six (6) copies of all equipment shop drawings to the Design Engineer. Final record shop drawings shall be issued to the Township Engineer as part of the close-out procedure in accordance with the close-out section of these specifications.

1.11 STREAM CROSSINGS

Stream crossings shall be performed in accordance with all permit requirements of the regulatory agencies and Charter Township of Union Technical Specifications.

1.12 DUST AND NOISE REDUCTION

The Contractor shall keep dust and noise from construction operations to a minimum. A dust palliative shall be used on disturbed road sections prior to surfacing if so determined by the Township Engineer.

1.13 MATERIAL CERTIFICATION

Manufacturer's certification slips shall be submitted to the Township Engineer for all pipe, manholes, fittings, etc. used in the installation of sanitary sewer or water mains. This is to verify that the product meets applicable standard specifications required.

1.14 MAINTENANCE BOND REQUIREMENTS

The Contractor shall supply the Owner and Township with a maintenance bond for 50% of the cost of the installation of the sanitary sewer and/or water system that is to be turned over to the Township. The maintenance bond shall be effective from the date of Township acceptance for a period of one (1) year.

1.15 INSURANCE REQUIREMENTS

Where the contract involves construction in a public right-of-way, the Contractor shall provide proof of insurance in the type and amounts required by the Township prior to start of the construction. In addition to the Township, the Township DPW and Township Engineer shall be named as additional insured.