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May 17, 2022

Village of Freeport
Bill Andrews
Village President
209 S State St
Freeport, MI 49325

CONTRACT: EAST ST & FREEPORT RD WATER MAIN REPLACEMENT

ADDENDUM No. 1

Notice to All Prospective Bidders:

This Addendum is issued in accordance with SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS, and is hereby incorporated into the Contract Documents. The CONTRACTOR is reminded to appropriately-acknowledge receipt of this Addendum in SECTION 00 42 00 - PROPOSAL. *This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 22, 2022. This Addendum No. 1 consists of two (2) typed pages. The issue of the Specification Sections, and the issue of Drawings are listed at the end of this document and are attached to this document.*

Modifications to Specifications:

1. Section 00 10 00 Bid Solicitation

Change date of bid opening in second paragraph from May 23, 2022 to May 26, 2022 to match stated day of Thursday.

2. Section 00 50 00 Agreement

3.2 Change to read as follows: "The Work may begin any time after the Notice to Proceed is issued but must be complete by November 1, 2022. CONTRACTOR shall provide a 2-week notice to OWNER before beginning construction. Once the work commences, the CONTRACTOR shall have forty-five (45) calendar days to complete the work, which shall be the Contract Time."

3. Section 33 11 00 Watermain (Not Re-issued)

2.02B Change to read as follows: "PVC: AWWA C900 DR 14 Pressure Class 305"

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Please contact the project manager with any questions or comments on this addendum.

Respectfully submitted,

Williams & Works

Nathan Breese, P.E.
Project Manager

Enclosures: Section 00 10 00 Bid Solicitation
Section 00 50 00 Agreement

Cc: All Plan Holders
Duane Weeks
File

ADVERTISEMENT
FOR
EAST STREET & FREEPORT ROAD WATER MAIN REPLACEMENT
FOR
VILLAGE OF FREEPORT

The Village of Freeport is soliciting sealed proposals for the East Street & Freeport Road Watermain Replacement. The work includes installation of approximately 1620 feet of 6-inch water main between the edge of the road and the right-of-way, replacement of water services to each property, removal of one (1) hydrant, installation of three (3) hydrants, abandoning of existing 4-inch and 1-1/2-inch water main, excavation and fill as required, HMA paving where required, removal of four (4) trees, installation of appropriate SESC measures, and surface restoration.

Sealed proposals will be received by the Village of Freeport at the Village Office; located at 209 S State St., Freeport, Michigan 49325 until 11:00 a.m. local time, Thursday, May 26, 2022 at which time they will be publicly opened and read aloud.

Contract Documents may be obtained or viewed online* at the following locations:

- Williams and Works, 549 Ottawa NW, Grand Rapids, MI 49503, (616) 224-1500, <http://williams-works.com/#bids>*
- Builders Exchange of Grand Rapids, 678 Front Ave. NW #330, Grand Rapids, MI 49504*
- Builders Exchange of Kalamazoo, 3431 East Kilgore Road, Kalamazoo, MI 49001*
- Builders Exchange of Lansing 1240 East Saginaw, Lansing, MI 48906*
- Mc Graw Hill, 401 Hall Street, Grand Rapids, MI 49503*

Each proposal shall be accompanied by a certified check or bid bond by a recognized surety in the amount of five percent (5%) of the total of the bid price.

After the time of opening, no bid may be withdrawn for a period of Ninety (90) days.

The Village of Freeport reserves the right to accept any bid, reject any or all bids, to waive informalities and make the award in any manner deemed in the best interest of the Village of Freeport.

Village of Freeport
BY ORDER OF:

Bill Andrews
Village President

This Agreement is dated the ____ day of June 2022, by and between the Village of Freeport, hereinafter called OWNER, and _____, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1-WORK

CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

VILLAGE OF FREEPORT
EAST ST & FREEPORT RD WATER MAIN REPLACEMENT

ARTICLE 2-ENGINEER

The Work has been designed by the firm of Williams & Works, Inc., who will act as ENGINEER on the Work, unless Notice is otherwise given by the OWNER.

ARTICLE 3-CONTRACT TIME

- 3.1 The Work to be completed under this Contract shall be commenced after receipt of a fully executed Contract and Notice to Proceed. The Notice to Proceed will be issued at the time of the contract signing.
- 3.2 The Work may begin any time after the Notice to Proceed is issued but must be complete by November 1, 2022. CONTRACTOR shall provide a 2-week notice to OWNER before beginning construction. Once the work commences, the CONTRACTOR shall have forty-five (45) calendar days to complete the work, which shall be the Contract Time.
- 3.3 OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Work is not completed within the Contract Time(s) plus any extensions as provided for in the General Conditions. They recognize that the financial loss suffered by OWNER in the event that CONTRACTOR fails to complete the Work within the Contract Time(s) would be most difficult to determine accurately in any legal or arbitration proceedings. Instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages, but not as a penalty, CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day of delay in the completion of the Work beyond the Contract Time(s)
- 3.4 CONTRACTOR agrees to pay, in addition to liquidated damages, expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

ARTICLE 4-CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: _____ (\$_____).
- 4.2 The amount paid shall be equitably adjusted to cover changes in the Work ordered by the ENGINEER but not required by the specifications. Such increases or decreases in the Contract Price shall be determined by agreement between the OWNER and CONTRACTOR.

ARTICLE 5-PAYMENTS

- 5.1 CONTRACTOR will prepare and submit monthly and final payment requests in accordance with the General Conditions.
- 5.2 OWNER will make bi-weekly and final payments in accordance with the GENERAL CONDITIONS.
- 5.3 All monies not paid when due shall bear interest at the greater of the rate of 7% per annum, or the highest rate allowed by law.

ARTICLE 6-CONTRACT DOCUMENTS

6.1 The complete Contract between OWNER and CONTRACTOR consists of the following Contract Documents:

- Advertisement
- Instruction to Bidders
- Proposal
- Bid Form
- Bonds
- Agreement
- General Conditions
- Specifications
- Drawings
- Modifications

6.2 In resolving conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Modifications, Agreement, Addenda, Supplemental Conditions, General Conditions, Specifications, Drawings, Advertisement, Instructions to Bidders, Proposal/Bid Form, and Bonds.

ARTICLE 7-MISCELLANEOUS

7.1 Terms used in this Agreement are defined in the General Conditions.

7.2 Neither party shall assign, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the written prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.

7.3 The OWNER and CONTRACTOR each binds itself, successors and assigns to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 The Contract Documents may only be altered, amended, or repealed by a Modification.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least four (4) counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

CONTRACTOR

(Contractor)

By _____
(Signature)

Title _____

WITNESS

OWNER

Village of Freeport
(Owner)
Bill Andrews

By _____
(Signature)

Title Village President

APPROVED AS TO FORM:

OWNER's Attorney

LEGAL STATUS OF CONTRACTOR: (Fill out appropriate form and cross out others.)

*A Corporation: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all corporation offices.

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR herein; that _____, who signed this Agreement on behalf of the corporation, was then _____ of the corporation, that the Agreement was duly signed for and in behalf of the corporation by authority of its board of directors, and is within the scope of its corporate powers. If a foreign corporation, this corporation is qualified to and will register in state in which project Work is located.

(Date) (Signature) LS

*A Partnership: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all partnership offices.

I, _____, certify that I am the _____ of the partnership named as CONTRACTOR herein; that _____, who signed this Agreement on behalf of the partnership, was then _____ of the partnership, that the Agreement was duly signed for and in behalf of the partnership by authority of its partners, and is within the scope of its partnership powers. If a foreign partnership, this partnership is qualified to and will register in state in which project Work is located.

(Date) (Signature) L.S.

*A Joint Venture: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all offices.

I, _____ certify that I am the _____ of _____, a _____ engaged in a Joint Venture with _____, a _____, pursuant to a Joint Venture Agreement dated _____, 2022; that _____, who signed this Agreement on behalf of _____, was then its _____, that this Agreement was duly signed for and in behalf of the Joint Venture in accordance with the Joint Venture Agreement and by authority of the members of the Joint Venture.

(Date) (Signature) LS