

MONROE COUNTY ROAD COMMISSION

NOTICE TO BIDDERS ADDENDUM NO. 1

This Addendum changes the terms of the Request for Proposals with the Monroe County Road Commission project indicated below. By submitting a proposal, any and all changes included in this Addendum are made a part of the submittal.

MCRC Project No.: 490-006-179016
Project Description: Timbers Road Bridge at Stony Creek Steel Pile Repair
Due Date: Tuesday, August 8, 2017 at 10:00 am
Addendum Date: July 27, 2017

DESCRIPTION OF CHANGES:

- Proposal**
- 1) **Replace** page 4 of 11 with the attached revised page 4 of 11. To change the time of completion.
 - 2) **Replace** page 8 of 11 with the attached revised page 8 of 11. To change the time of completion.
 - 3) **Replace** the Progress Clause dated 07-06-17 with the Project Clause dated 07-26-17. To change the time of completion.

COMMUNICATIONS

Any questions regarding this addendum shall be directed to the person listed below:

Name: Frank Westenkirchner
Phone: 734-240-5142
Email: fwestenkirchner@mcrc-mi.org

TIME OF COMPLETION

Complete piling bent plate repairs on or before **December 22, 2017**. All contract work shall be completed on or before **July 27, 2018**.

FAILURE TO COMPLETE ON TIME

Liquidated damages in the amount of **\$200** per day will be assessed for each calendar day that the work remains incomplete beyond the completion dates.

PAYMENTS TO CONTRACTOR

Payments will be made to the Contractor on a bi-weekly basis. The Board will make a partial payment to the Contractor on the basis of an estimate, prepared by the Engineer, of the work performed on the project during the preceding period less a five (5) percent retainer.

FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Engineer will make a final inspection of all work included in the contract and notify the Contractor of defects to be remedied prior to final acceptance. The Contractor is required to provide unconditional waivers of lien from all subcontractors and suppliers before preparing a final estimate. Upon satisfactory completion of the work by the Contractor, a final estimate will be prepared. Payment for all work completed and accepted, less previous payments, will be made within thirty (30) days of final acceptance.

DISPUTES

The County Highway Engineer's written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

ARBITRATION

All claims, disputes and other matters in question between the Board and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this section. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing laws of any court having jurisdiction.

No demand for arbitration of any claim, dispute or other matter that is required to be referred to Engineer initially for decision will be made until the earlier of (a) the date on which Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Board and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of Engineer will be made later than ten (10) days after the party making such demand has delivered written notice of intention to appeal.

Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the thirty (30) day or ten (10) day period specified above as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity who is not a party of this contract unless:

**MONROE COUNTY ROAD COMMISSION
UNIT PRICE CONTRACT
TIMBERS ROAD BRIDGE AT STONY CREEK
STEEL PILE REPAIR**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the site, proposal, plans and specifications for the **TIMBERS ROAD BRIDGE AT STONY CREEK STEEL PILE REPAIR** in Exeter Township, Monroe County, Michigan including Bidders' Addenda _____, and the conditions of these Contract Documents, hereby agrees to furnish all services, labor, materials, tools, equipment, transportation, and incidentals necessary to perform the entire Work; to complete the contract by the date specified in the Instructions to Bidders and General Provisions, according to the Proposal, Plans and Specifications; and to accept in full, compensation for all work necessary to complete the project at the unit prices named below:

UNIT PRICE WORK					
Item Code	Item Description	Approx. Quantity	Unit	Unit Price	Bid Amount
7057051	Steel Pile Repair	1	LSUM	\$	\$
Total Bid =					\$

Contractor Signature: _____

Printed Name and Title: _____

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. Complete work on the **TIMBERS ROAD BRIDGE AT STONY CREEK STEEL PILE REPAIR** project piling bent plate repairs on or before **December 22, 2017**. All contract work shall be completed on or before **July 27, 2018**, as detailed in the Time of Completion section above.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of either:

Certified Check or a Bidder's Bond in the amount of:

_____ Dollars (\$ _____)

PROGRESS CLAUSE

MCRC:FW

1 of 1

07-26-17

Submit a complete, detailed and signed Progress Schedule (Form 1130) to the Engineer within seven (7) calendar days of confirmation of the low bid by the Monroe County Road Commission. Review and approval of the Progress Schedule by the Engineer is required prior to award of the contract.

The Progress Schedule must include, at a minimum, the controlling work items for the completion of the project and the planned dates (or work days for a work day project) that the work items will be the controlling operations. When specified in the proposal or contract documents, the open to traffic date, the final project completion date, all interim completion dates, and any other controlling dates must be included in the Progress Schedule.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer after submittal of the Progress Schedule. The Engineer will arrange the day, time and place for the preconstruction meeting.

The named subcontractor(s) for Designated and/or Specialty Items, as shown in the proposal, are recommended to be at the preconstruction meeting if such items materially affect the work schedule.

Start work within ten (10) days after receiving the Notice of Award or on a date agreed upon with the Engineer. In no case shall any work be commenced prior to the receipt of a formal notice of award from the Monroe County Road Commission.

Complete all work necessary to install and fully weld in all six piling bent plate repairs on or before **December 22, 2017** in order that the Monroe County Road Commission can remove the lane closure barrier and return the bridge to 2 way 2 lane legal loads.

All contract work including the pile jackets shall be completed on or before **July 27, 2018**. Should the Contractor choose to perform the remaining pile repair work after December 22, 2017 the bridge and road may be closed for only the duration required to complete the work without delay. No adjustment or extra will be considered for additional Maintenance of Traffic work or devices to perform the work in two stages.

Failure by the Contractor to meet interim or final completion dates will result in the assessment of liquidated damages in accordance with the Proposal.