

**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
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**SENIOR ASSOCIATES**

Gary J. Tressel  
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William R. Davis  
Dennis J. Benoit  
Robert F. DeFrain  
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Timothy H. Sullivan

**ASSOCIATES**

Jonathan E. Booth  
Marvin A. Olane  
Marshall J. Grazioli  
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**HUBBELL, ROTH & CLARK, INC.**

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**ONLINE ONLY**

<http://www.hrc-engr.com/bidtabs>

**ADDENDUM NO. 2**

**M59 WATER MAIN CROSSING  
HIGHLAND TOWNSHIP  
OAKLAND COUNTY, MICHIGAN**

September 27, 2016

HRC Job No. 20130529

**INTENT**

This Addendum No. 2 is issued to provide changes to the Contract Documents and Drawings. The General Conditions and Specifications for the original work and the Contract Drawings are to govern this work unless otherwise revised herein.

**CONTRACT DOCUMENTS**

1. SECTION 00300 – PROPOSAL - (Document Revised and Reissued).
  - a. Item 5 Water Main, DI, CI 54, 8 inch, Tr Det A the quantity has been changed to 230 feet.
  - b. Item 7 Water Main, DI, CI 54, 16 inch, Tr Det A the quantity has been changed to 500 feet.

**A copy of the amended pages of the Contract Documents noted in this Addendum No. 2 have been posted online at <http://www.hrc-engr.com/bidtabs> and should be utilized during the preparation of the bids and incorporated into the Bid Documents.**

The Bidder shall acknowledge receipt of this Addendum No. 2 by signing this Addendum No. 2 and including it with the Bid Documents. Failure to submit Addendum No. 1 may result in the rejection of the bid.

Prepared by:

HUBBELL, ROTH & CLARK, INC.

  
Michael P. Darga, P.E.

MPD/mpd

pc: All Bidders  
Highland Twp; B. Corwin  
HRC; R. Alix, N. Womack



Addendum No. 2  
M59 Water Main Crossing  
Highland Township  
September 27, 2016  
HRC Job Number 20130529  
Page 2 of 2

**Accepted by:**

Company Name: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

PROPOSAL  
FOR  
M-59 WATER MAIN CROSSING  
HIGHLAND TOWNSHIP  
OAKLAND COUNTY, MICHIGAN

Highland Township  
205 N. John Street  
Highland, MI 48357

Bids Due: Wednesday, September 28, 2016  
On or Before 10:00 am, Local Time  
HRC Job No. 20130529

To Prospective Bidders:

Name of Bidder: \_\_\_\_\_

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

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the Township, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed M-59 Water Main Crossing Project and appurtenant construction in the Township of Highland, Oakland County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said M-59 Water Main Crossing Project, and appurtenant work, and agrees to contract with the Township of Highland to furnish all labor, materials, tools, equipment, facilities and supervision

necessary to do all the work specified and prescribed for the Township of Highland, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

**BASE BID**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Pavt, Rem	710 syd	@ \$ _____	= \$ _____
2. Sidewalk, Rem	2,070 sft	@ \$ _____	= \$ _____
3. Curb and Gutter, Rem	60 ft	@ \$ _____	= \$ _____
4. Water Main, HDPE, DR 11, 16 inch, HDD	346 ft	@ \$ _____	= \$ _____
5. Water Main, DI, Cl 54, 8 inch, Tr Det A	230 ft	@ \$ _____	= \$ _____
6. Water Main, DI, Cl 54, 8 inch, Tr Det B	350 ft	@ \$ _____	= \$ _____
7. Water Main, DI, Cl 54, 16 inch, Tr Det A	500 ft	@ \$ _____	= \$ _____
8. Gate Valve & Well, 8 inch	8 ea	@ \$ _____	= \$ _____
9. Gate Valve & Well, 16 inch	4 ea	@ \$ _____	= \$ _____
10. Water Main Connection, 16 inch	1 ea	@ \$ _____	= \$ _____
11. Fire Hydrant	4 ea	@ \$ _____	= \$ _____
12. Water Service, Copper, Type K, 1 inch	105 ft	@ \$ _____	= \$ _____
13. Curb Stop and Box, 1 inch	3 ea	@ \$ _____	= \$ _____
14. HDPE to DI Transition Anchor	4 ea	@ \$ _____	= \$ _____
15. Aggregate Base, 22A	260 ton	@ \$ _____	= \$ _____
16. Aggregate Base, 21AA Limestone	270 ton	@ \$ _____	= \$ _____
17. HMA, 36A, Mod	100 ton	@ \$ _____	= \$ _____
18. HMA, 2C	30 ton	@ \$ _____	= \$ _____
19. HMA, 3C	15 ton	@ \$ _____	= \$ _____
20. HMA, 4C, Mod	15 ton	@ \$ _____	= \$ _____
21. Curb and Gutter, Conc, Det F4	60 ft	@ \$ _____	= \$ _____
22. Sidewalk, Conc, 4 inch	1,950 sft	@ \$ _____	= \$ _____
23. Sidewalk Ramp, Conc, 6 inch	120 sft	@ \$ _____	= \$ _____
24. ADA Tile, 24 inch	12 ft	@ \$ _____	= \$ _____
25. Conc, Low Temp Protection	26 cyd	@ \$ _____	= \$ _____
26. Seed, Blanket, Topsoil, 3 inch	3,800 syd	@ \$ _____	= \$ _____
27. Erosion Control, Silt Fence	300 ft	@ \$ _____	= \$ _____

28. Erosion Control, Inlet Filter	5 ea	@ \$ _____	= \$ _____
29. Mailbox, Relocate	1 ea	@ \$ _____	= \$ _____
30. Tree, Rem	4 ea	@ \$ _____	= \$ _____
31. SESC Permit Allowance	8,000 dlr	@ \$ <u>1.00</u>	= \$ <u>8,000.00</u>
32. RCOG Permit Allowance	15,000 dlr	@ \$ <u>1.00</u>	= \$ <u>15,000.00</u>
33. Traffic Control		@ Lump Sum	= \$ _____
34. Audio Video Route Survey		@ Lump Sum	= \$ _____
35. Mobilization		@ Lump Sum	= \$ _____

**Total Amount of Bid** \$ \_\_\_\_\_

**ALTERNATES**

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit a bid based on the information shown on the Drawings and Specifications.

The Owner reserves the right to award the Bid depending upon the availability of funds.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

**Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.**

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the Township of Highland in the amount of Five Percent (5.0%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

**TAXES**

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

**ADDENDA**

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. 1 Dated September 23, 2016  
Addendum No. 2 Dated September 27, 2016

**FEES**

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

**TIME OF COMPLETION**

If awarded the Contract for the M-59 Water Main Crossing Project, we agree to have all work substantially completed by December 30, 2016. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by June 1, 2017.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01020 Supplemental Project Notes, must be strictly adhered to.

**LIQUIDATED DAMAGES**

Time is of the essence for completion of this project in order to have the Project ready for the Township of Highland. The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Six Hundred Dollars (\$600.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning December 30, 2016 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

**BIDS TO REMAIN FIRM**

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Township of Highland.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

**LEGAL STATUS OF BIDDER**

This Bid is submittal in the name of:

(Print) \_\_\_\_\_

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

The undersigned hereby declares the legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP  
The Assumed Name of the Co-Partnership is registered in the County of \_\_\_\_\_, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_  
\_\_\_\_\_. The Corporation is
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of \_\_\_\_\_

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title



**BID BOND**

We, the undersigned, \_\_\_\_\_

As Principal, hereinafter called the Principal, and \_\_\_\_\_

A corporation duly organized under the laws of the State of \_\_\_\_\_

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: \_\_\_\_\_

in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then the obligation of the Principal shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Witness) (Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) (Surety)

\_\_\_\_\_  
(Title)

**END OF SECTION**

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