

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
James F. Burton

SENIOR ASSOCIATES

Gary J. Tressel
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan

ASSOCIATES

Jonathan E. Booth
Marvin A. Olane
Marshall J. Grazioli
Donna M. Martin
Charles E. Hart
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham
Thomas G. Maxwell
Todd J. Sneathen
Aaron A. Uranga

HUBBELL, ROTH & CLARK, INC.

OFFICE: 105 W. Grand River
Howell, MI 48843
PHONE: 517.552.9199
FAX: 517.552.6099
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

ONLINE ONLY

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

ADDENDUM NO. 1

**2016 PAVING IMPROVEMENTS
CITY OF HOWELL
LIVINGSTON COUNTY, MICHIGAN**

May 5, 2016

HRC Job Nos. 20160034 & 20140256

INTENT

This Addendum No. 1 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. Bid item “Underdrain, 6 inch” with a quantity of 200 linear feet added to Division II.
 - b. Bid item “Dr Structure, Adj” quantity updated to 5 in Division I.
 - c. Bid item “Catch Basin Inserts” quantity updated to 5 in Division I.
 - d. Bid item “Railroad Permit Allowance” added to Division I.
2. SECTION 02990 – PERMITS – (Document Revised and Reissued).
 - a. Railroad insurance requirements added to section.
 - b. Railroad Permit Allowance of \$20,000 included for associated costs of working in the CSX right-of-way. This allowance will cover insurance, permit fees and any flagging/observation by the railroad company.

A copy of the amended pages of the Contract Documents noted in this Addendum No. 1 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. 1 by signing this Addendum No. 1 and including it with the Bid Documents. Failure to submit Addendum No. 1 may result in the rejection of the bid.



Addendum No. 1
2016 Paving Improvements
City of Howell
May 5, 2016
HRC Job Number 20160034 & 20140256
Page 2 of 2

Prepared by:

HUBBELL, ROTH & CLARK, INC.

Michael P. Darga
Michael P. Darga, P.E.

DMH/dmh

pc: All Bidders
City of Howell; S. Charles, E. Suida
HRC; N. Faught, J. Booth, D. Hansen, N. Womak

Accepted by:

Company Name: _____

Printed Name & Title: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

PROPOSAL
FOR
2016 PAVING IMPROVEMENTS
CITY OF HOWELL
LIVINGSTON COUNTY, MICHIGAN

City of Howell
611 East Grand River Avenue
Howell, MI 48843

Bids Due: Tuesday, May 10, 2016
On or Before 10:00 am, Local Time
HRC Job No. 20160034 & 20140256

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 City, 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 City of Howell 2016 Paving Improvements and appurtenant construction in the City of Howell, Livingston 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 City of Howell 2016 Paving Improvements, and appurtenant work, and agrees to contract with the City of Howell to furnish all labor, materials, tools, equipment, facilities and supervision

necessary to do all the work specified and prescribed for the City of Howell, 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

Division 1 – McPherson Park Drive Improvements

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Cold Milling HMA Surface, 3.5 inch	3,300 syd	@ \$ _____	= \$ _____
2. Curb and Gutter, Rem	330 lf	@ \$ _____	= \$ _____
3. Aggregate Base, 21AA Crushed Conc	35 tons	@ \$ _____	= \$ _____
4. HMA, 5E3, Mod	730 tons	@ \$ _____	= \$ _____
5. GlasPav50	3,300 syd	@ \$ _____	= \$ _____
6. GlasGrid8501	340 syd	@ \$ _____	= \$ _____
7. Curb and Gutter, Conc	330 lf	@ \$ _____	= \$ _____
8. Dr Structure, Reconstruct	10 lf	@ \$ _____	= \$ _____
9. Dr Structure, Adj	5 ea	@ \$ _____	= \$ _____
10. Dr Structure Cover	4,000 lbs	@ \$ _____	= \$ _____
11. Catch Basin Inserts	5 ea	@ \$ _____	= \$ _____
12. Greenbelt Restoration	200 syd	@ \$ _____	= \$ _____
13. Pavt Mrkg, Stop Bar, 24 inch	20 lf	@ \$ _____	= \$ _____
14. Pavt Mrkg, White, 4 inch	200 lf	@ \$ _____	= \$ _____
15. Pavt Mrkg, Yellow, 4 inch	2,200 lf	@ \$ _____	= \$ _____
16. Maintaining Traffic		@ Lump Sum	= _____
17. Audio-Video Route Survey		@ Lump Sum	= _____
18. Mobilization		@ Lump Sum	= _____
19. Railroad Permit Allowance	20,000 dlr	@ \$1.00	= \$ <u>20,000.00</u>
Subtotal Division I			\$ _____

Division 2 – Gay, Court, and East Sibley Street Improvements

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Cold Milling HMA Surface	1,150 syd	@ \$ _____	= \$ _____
2. Sidewalk, Rem	500 sf	@ \$ _____	= \$ _____
3. Excavation, Earth	290 cyd	@ \$ _____	= \$ _____
4. Aggregate Base, 21AA Crushed Conc	470 tons	@ \$ _____	= \$ _____
5. Subgrade Undercutting, 21AA	160 cyd	@ \$ _____	= \$ _____
6. Geogrid, TX130S	1,140 syd	@ \$ _____	= \$ _____
7. HMA, 13A, Mod	280 tons	@ \$ _____	= \$ _____
8. Curb and Gutter, Conc, Mountable	700 lf	@ \$ _____	= \$ _____
9. Concrete Spillway w/ Rip Rap	3 ea	@ \$ _____	= \$ _____
10. Sidewalk Ramp, Conc, 6 inch	500 sf	@ \$ _____	= \$ _____
11. ADA Tile, 24 inch	40 lf	@ \$ _____	= \$ _____
12. Silt Fence	800 lf	@ \$ _____	= \$ _____
13. Greenbelt Restoration	2,000 syd	@ \$ _____	= \$ _____
14. Pavt, Rem	120 syd	@ \$ _____	= \$ _____
15. HMA Approach, 3 inch	180 syd	@ \$ _____	= \$ _____
16. Pavt Mrkg, White, 4 inch	45 lf	@ \$ _____	= \$ _____
17. Underdrain, 6 inch	200 lf	@ \$ _____	= \$ _____
18. Maintaining Traffic		@ Lump Sum	= \$ _____
19. Audio-Video Route Survey		@ Lump Sum	= \$ _____
20. Mobilization		@ Lump Sum	= \$ _____
Subtotal Division II			\$ _____
Total Amount of Bid (Div I + Div II)			\$ _____

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 City of Howell in the amount of **five Percent (5%)** 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: May 5, 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 City of Howell 2016 Paving, we agree to have all work substantially completed by **Friday, July 29, 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 **November 1, 2016**.

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 City of Howell. 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 five hundred Dollars (\$500.00), 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 July 29, 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 ninety (90) 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 City of Howell.

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: _____

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

SECTION 02990

PERMITS

PART 1 GENERAL

1.1 GENERAL

- A. The Permits included in this Section have been applied for by the Owner with the cost to the Contractor noted. They are provided as information for the Contractor because the requirements and regulations contained in these documents shall be adhered to by the Contractor as they pertain to the work done under this Contract.
- B. Should any contradictions or discrepancies between the requirements of the Permits Section and other Sections of these Specifications be found, this sections language shall have precedence.

1.2 RELATED SECTIONS

- A. Section 00700 - General Conditions
- B. Section 00800 - General Supplementary Conditions
- C. Section 01000 - General Specifications
- D. Section 02200 – Earthwork
- E. Section 02220 - Soil Erosion Control
- F. Section 02930 - General Landscaping Materials and Final Grading

1.3 PERMIT

- A. The following permits with associated costs are contained hereinafter to the Contractor noted.
 - 1. CSX – Railroad Right-of-Entry Permit – The cost for working in the CSX right-of-way is estimated to be \$20,000. A Railroad Permit Allowance is provided in Section 00300 Proposal as a bid list item.

END OF SECTION

ATTACHMENT "A"

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:

- a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
- b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:

CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

- c. The Name and Address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.
- d. A description of operations and location must appear on the Declarations page and must match the Project description.
- e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
- f. Authorized endorsements must include:
 - (i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later
- g. Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion - IL 00 21
 - (ii) Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) An Endorsement that excludes TRIA coverage
- (iii) An Endorsement that limits or excludes Professional Liability coverage
- (iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (v) A Known Injury Endorsement
- (vi) A Sole Agent Endorsement
- (vii) A Punitive or Exemplary Damages Exclusion
- (viii) A "Common Policy Conditions" Endorsement
- (ix) Policies that contain any type of deductible
- (x) Any endorsement that is not named in Section 4 (f) or (g) above that CSXT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.