



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Curt A. Christeson
Thomas M. Doran

Senior Associates
Gary J. Tressel
Lawrence R. Ancypa
Kenneth A. Melchior
Dennis M. Monsere
Randal L. Ford
David P. Wilcox
Timothy H. Sullivan

Chief Financial Officer
J. Bruce McFarland

Associates
Thomas G. Maxwell
Nancy M.D. Faught
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Richard F. Beaubien
William R. Davis
Daniel W. Mitchell
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit
James F. Burton

ADDENDUM NO. 1

**POTTER ROAD SAFETY PATH
CITY OF WIXOM
OAKLAND COUNTY, MICHIGAN**

May 20, 2010

HRC Job No. 20080890.07

INTENT

This Addendum No. 1 is issued to provide changes to the Contract Documents. 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. SPECIFICATION SECTION 00300 -- PROPOSAL (Specification Section Revised and Reissued). The substantial completion date has been revised to be September 24, 2010.
2. SPECIFICATION SECTION 02990 – PERMITS (Specification Section Revised and Reissued). The Soil Erosion and Sediment Control Permit Application (WIC/2010-0184/29/GA) – Oakland County Water Resources Commissioner – has been approved. The contractor will be required to pay all fees and obtain this permit.

A copy of all the amended pages of the Contract Documents have been attached to this Addendum No. 1 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 will result in the rejection of the bid.

Prepared by:

HUBBELL, ROTH & CLARK, INC.

A handwritten signature in black ink that reads "Michael P. Darga". The signature is written in a cursive, flowing style.

Michael P. Darga, P.E.

MPD/mpd

pc: All Bidders
Wixom; City Manager's Office, M. Howell
HRC; J. Booth, File

Accepted by:

Company Name: _____

Printed Name & Title: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

**PROPOSAL
FOR
POTTER ROAD SAFETY PATH
CITY OF WIXOM
OAKLAND COUNTY, MICHIGAN**

City of Wixom
49045 Pontiac Trail
Wixom, MI 48393

Bids Due: Tuesday, May 25, 2010
On or Before 10:00 A.M., Local Time
HRC Job No. 20080890

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 they have examined the plans, specifications, and all other information referenced in the Instructions to Bidders, and 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 they have not received or relied upon any representations or warranties of any nature whatsoever from the City of Wixom, its agents or employees, as to any conditions to be encountered in accomplishing the work and that their bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that they have examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that they have reviewed the proposed construction methods and finds them acceptable for the conditions which they anticipate from the information provided for bidding.

The Bidder hereby declares that the he/she has inspected the site of work 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 their own determination as to existing soil conditions and they shall also complete the work under whatever conditions they may create by their own sequence of construction, construction methods, or other conditions they may create, at no additional cost to the Owner.

The above, as Bidder, declares that he has familiarized themselves with the location of the proposed Potter Road Safety Path Project and appurtenant construction in the City of Wixom, Oakland County, Michigan, and the conditions under which it must be constructed; also that they have carefully examined the Plans, Specifications, and Contract Documents which they understand and accept as sufficient for the purpose of constructing said Potter Road Safety Path Project, and appurtenant work, and agrees that they will contract with the City of Wixom to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Wixom, 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 that they will accept in full payment therefore the sum of:

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BASE BID

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Tree, Rem, 37 inch and larger	3 ea	@ \$ _____	= \$ _____
2. Tree, Rem, 19 inch to 36 inch	13 ea	@ \$ _____	= \$ _____
3. Tree, Rem, 6 inch to 18 inch	109 ea	@ \$ _____	= \$ _____
4. Curb and Gutter, Rem	300 ft	@ \$ _____	= \$ _____
5. Pavt, Rem	818 syd	@ \$ _____	= \$ _____
6. Sidewalk, Rem	801 syd	@ \$ _____	= \$ _____
7. Ditch Cleanout	460 ft	@ \$ _____	= \$ _____
8. Embankment, CIP	1,056 cyd	@ \$ _____	= \$ _____
9. Excavation, Earth	1,595 cyd	@ \$ _____	= \$ _____
10. Subgrade Undercutting, Type II	300 cyd	@ \$ _____	= \$ _____
11. Erosion Control, Inlet Protection, Fabric Drop	4 ea	@ \$ _____	= \$ _____
12. Erosion Control, Silt Fence	1,000 ft	@ \$ _____	= \$ _____
13. Maintenance Gravel, LM	300 cyd	@ \$ _____	= \$ _____
14. Aggregate, 21AA Limestone	359 ton	@ \$ _____	= \$ _____
15. Aggregate, 1" x 3"	160 ton	@ \$ _____	= \$ _____
16. Geo-Grid, Tensar BX 1300	275 syd	@ \$ _____	= \$ _____
17. CMP, 12 inch	115 ft	@ \$ _____	= \$ _____
18. End Section, CMP, 12 inch	6 ea	@ \$ _____	= \$ _____
19. RCP, C-76, CL IV, 18 inch	30 ft	@ \$ _____	= \$ _____
20. End Section, RCP, 18 inch	1 ea	@ \$ _____	= \$ _____
21. Rip-Rap, Heavy	4 syd	@ \$ _____	= \$ _____
22. Dr Structure, 48 inch dia	1 ea	@ \$ _____	= \$ _____
23. Dr Structure Cover	1,500 lbs	@ \$ _____	= \$ _____
24. Leaching Basin	2 ea	@ \$ _____	= \$ _____
25. Hand Patching, Special	102 ton	@ \$ _____	= \$ _____
26. HMA Approach, Special	280 syd	@ \$ _____	= \$ _____
27. Concrete Approach, Special	35 syd	@ \$ _____	= \$ _____
28. Curb and Gutter, Conc	345 ft	@ \$ _____	= \$ _____
29. Sidewalk, Conc, 4 inch, Special	33,975 sft	@ \$ _____	= \$ _____

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30. Sidewalk, Conc, 6 inch, Special	5,035 sft	@	\$ _____	= \$ _____
31. Sidewalk Ramp, ADA, Special	142 sft	@	\$ _____	= \$ _____
32. Detectable Warning, Retrofit, Special	142 sft	@	\$ _____	= \$ _____
33. Sign, Type IIIB	99 sft	@	\$ _____	= \$ _____
34. Post, Steel, 3 lb	84 ft	@	\$ _____	= \$ _____
35. Post, Wood, 4 inch by 6 inch	84 ft	@	\$ _____	= \$ _____
36. Flsh Beacon, Solar Power	6 ea	@	\$ _____	= \$ _____
37. Pavt Mrkg, Longit, 6 inch or Less Width, Rem	120 ft	@	\$ _____	= \$ _____
38. Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	445 ft	@	\$ _____	= \$ _____
39. Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, White	288 ft	@	\$ _____	= \$ _____
40. Barricade, Type III, High Intensity, Furn	5 ea	@	\$ _____	= \$ _____
41. Barricade, Type III, High Intensity, Oper	5 ea	@	\$ _____	= \$ _____
42. Plastic Drum, High Intensity, Furn	40 ea	@	\$ _____	= \$ _____
43. Plastic Drum, High Intensity, Oper	40 ea	@	\$ _____	= \$ _____
44. Sign, Type B, Temp, Prismatic, Furn	440 sft	@	\$ _____	= \$ _____
45. Sign, Type B, Temp, Prismatic, Oper	440 sft	@	\$ _____	= \$ _____
46. Greenbelt Restoration, Special	6,600 syd	@	\$ _____	= \$ _____
47. Erosion Control Blanket	1,000 syd	@	\$ _____	= \$ _____
48. Spruce Tree, 6 foot	5 ea	@	\$ _____	= \$ _____
49. Maple Tree, 2 inch cal	2 ea	@	\$ _____	= \$ _____
50. Hedge Row, Densiform Yew, 3 foot high	75 ft	@	\$ _____	= \$ _____
51. Guy Wire, Relocate	4 ea	@	\$ _____	= \$ _____
52. Hydrant, Relocate	4 ea	@	\$ _____	= \$ _____
53. Hydrant, Adj	1.5 ft	@	\$ _____	= \$ _____
54. Tree Trimming		@	Lump Sum	= \$ _____
55. Arborist Certification		@	Lump Sum	= \$ _____
56. Flag Control		@	Lump Sum	= \$ _____
57. Maintaining Traffic		@	Lump Sum	= \$ _____
58. Mobilization		@	Lump Sum	= \$ _____

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59. Audio-Video Route Survey, Special	@ Lump Sum = \$ _____
60. Clearing & Grubbing	@ Lump Sum = \$ _____
Total Amount of Bid	\$ _____

ALTERNATES

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

The Owner, at his 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 Wixom 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. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

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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 Potter Road Safety Path Project, we agree to have all work substantially completed by September 24, 2010. 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 Monday, November 1, 2010.

The execution of all work and specific constraints as described in the contract drawings and specifications.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of Wixom. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore 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 August 27, 2010 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 his/her 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 Wixom.

If the undersigned enters into the contract in accordance with his/her proposal, or if his/her 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: _____

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

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

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares that he/she has 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 _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that 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 _____ Dollar (\$ _____),

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 his/her obligation 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 00300

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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 02110 - Site Clearing
- E. Section 02200 - Earthwork
- F. Section 02211 - Rough Grading
- G. Section 02220 - Soil Erosion Control
- H. Section 02930 - General Landscape Materials and Final Grading

1.3 PERMIT

- A. The following permits are contained hereinafter with costs to the Contractor noted.
 - 1. Soil Erosion and Sediment Control Permit – Oakland County Water Resources Commissioner – Permit Application WIC/2010-0184/29/GA has been approved – cost to contractor.
 - 2. Road Commission for Oakland County – Right-of-way construction-not received as of yet-cost to contractor.

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PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



John P. McCulloch

May 07, 2010

SENT BY FAX

CITY OF WIXOM
49045 PONTIAC TRAIL
WIXOM MI 48393

Re: **Soil Erosion Permit # WIC/2010-0184/29/GA**
Project – **POTTER ROAD SAFETY PATH**
Site Address –
Sidwell No – na
CVT – Wixom, City of
Crossroads – **POTTER RD. & WIXOM RD.**

To Whom It May Concern:

Your Soil Erosion permit is now ready to pick up.

The Landowner or Designated Agent that signed the application(s) must bring a **\$595.00** for the Inspection Fee (check, charge or cash) to our office to sign and pay for the permit.

If the Landowner or Designated Agent are unable to pick up the permit(s), the person picking up the permit must have an original notarized letter naming them as a Designated Agent able to sign and pay for the permit.

Please make checks payable to:
Water Resources Commissioner or WRC
Please write your permit number on your check
We also accept Visa / MasterCard / Discover

If you have any questions regarding this matter, please feel free to call us.

Thank you,

Soil Erosion Unit
Oakland County Water Resources Commissioner
One Public Works Drive
Waterford MI 48328
248-858-5389

