

PRINCIPALS

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ASSOCIATES

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OTHER OFFICE LOCATIONS

Delhi Township
Detroit
Grand Rapids
Howell
Jackson
Kalamazoo
Lansing

**ADDENDUM NO. 1
TO SPECIFICATIONS
FOR THE
ERITY DAM RIGHT SPILLWAY SEAWALL REPLACEMENT PROJECT
VILLAGE OF BEVERLY HILLS
OAKLAND, MICHIGAN**

ISSUED: July 30, 2019

HRC Job No. 20171196

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. **The Proposer shall acknowledge the receipt of this Addendum by signing below, including this addendum with their proposals, and completing the Addenda section on Page 3 of the Proposal Form (Section 00300).** Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading.

GENERAL

The Village of Beverly Hills, Property Owners at 19111 Old Pond Ct and HRC have scheduled a pre-bid on-site meeting located at 19111 Old Pond Ct., Beverly Hills, MI 48025. The Meeting has been scheduled for 9:00 am on August 6, 2019. This meeting is not mandatory to attend to submit a bid.

CONTRACTOR QUESTIONS

Q: What is the Engineer's Estimate?

A: \$90,000.00

Q: Would it be possible to visit the site with a representative from the Engineer?

A: A site visit has been scheduled for August 6th, 2019 at 9 AM.

Q: Could a date be established for beginning the project so that we know what the construction duration will be for evaluation in comparison with our anticipated construction schedule?

A: The anticipated Notice to Proceed date is set for September 3, 2019. The substantial completion date as been changed to October 4, 2019.

SPECIFICATIONS

REISSUED

00300 – Proposal

- Substantial Completion Date has been changed from September 23, 2019 to October 4, 2019 (Page 00300/3)
- Final Completion Date has been changed from October 4, 2019 to October 18, 2019 (Page 00300/3)
- Date of which Daily Liquidated Damages to be assed has been changed from September 24, 2019 to October 5, 2019 (Page 00300/4)

01010 – Progress Schedule and Staging Requirements

- Substantial Completion Date has been changed from September 23, 2019 to October 4, 2019 (Page 01010/1)
- Assumed Notice to Proceed Date has changed from August 20, 2019 to September 3, 2019. (Page 10101/1)

Received and Acknowledged By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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PROPOSAL
FOR
ERITY DAM RIGHT SPILLWAY
SEAWALL REPLACEMENT PROJECT
VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN

Village of Beverly Hills
18500 W. 13 Mile Road
Beverly Hills, MI 48025

Bids Due: Thursday, August 8, 2019
On or Before 11 am, Local Time
HRC Job No. 20171196

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 Village of Beverly Hills, 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 Erity Dam Right Spillway Seawall Replacement Project and appurtenant construction in the Village of Beverly Hills, 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 Erity Dam Right Spillway Seawall Replacement Project, and appurtenant work, and agrees to contract with the Village of Beverly Hills to furnish all labor, materials, tools, equipment, facilities

and supervision necessary to do all the work specified and prescribed for the Village of Beverly Hills, 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. Mobilization, Max 5%	1 LS	@ Lump Sum	= \$ _____
2. Color Audio-Video Survey, Special	1 LS	@ Lump Sum	= \$ _____
3. Vibration Monitoring, Background	1 ea	@ \$ _____	= \$ _____
4. Vibration Monitoring, Continuous	48 days	@ \$ _____	= \$ _____
5. Temporary Water Filled Cofferdam	1 LS	@ Lump Sum	= \$ _____
6. Dewatering	1 LS	@ Lump Sum	= \$ _____
7. Structures, Rem	1 LS	@ Lump Sum	= \$ _____
8. Excavation, Fdn	110 cyd	@ \$ _____	= \$ _____
9. Steel Sheet Piling Permanent, Modified	1,010 sft	@ \$ _____	= \$ _____
10. Steel Sheet Piling, Temp	400 sft	@ \$ _____	= \$ _____
11. Reinforced Backfill	105 cyd	@ \$ _____	= \$ _____
12. Topsoil Surface, Furn, 3 inch, Special	275 syd	@ \$ _____	= \$ _____
13. Sodding, Special	275 syd	@ \$ _____	= \$ _____
14. Miscellaneous Site Improvements	1 LS	@ \$ _____	= \$ _____
15. Soil Erosion and Sedimentation Control	1 LS	@ \$ _____	= \$ _____
16. Observation Crew Days	___ days	@ \$ 700.00	= \$ _____
Total Amount of Bid			\$ _____

SUBMITTAL DOCUMENTS

The following list of documents are required to be submitted with the bid in order for the bid to be considered complete and responsive:

- 1) Base Bid Proposal Form
- 2) Bid Bond
- 3) Signed Iran-Linked Business Vendor Certification (Refer to Section 00704)

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.

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.

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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.

To stay within the available project budget, The Owner, at their sole discretion, reserves the right to increase or decrease the pay item quantities or to eliminate items of work in the project contract before award or during construction. No additional compensation or adjustment to unit prices or lump sum prices will be made to the Contractor due to reduction/addition or deletion of any pay item in this contract.

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 Village of Beverly Hills 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 _____

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 Erity Dam Right Spillway Seawall Replacement Project, we agree to have all work substantially completed by **October 4, 2019**. 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 **Friday, October 18, 2019**.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01010 Sequence of Construction and Special Project Requirements, 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 owner. 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 Seven Hundred Dollars (\$700.00), 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 **October 5, 2019** 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 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 Village of Beverly Hills.

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: _____

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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
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

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 01010

PROGRESS SCHEDULE AND STAGING REQUIREMENTS

The Village of Beverly Hills have worked extensively with the property owner at 19911 Old Pond Court as to the disruptions to be anticipated during the construction of this project. The Contractor shall conduct his day to day operations in such manners as to minimize these disruptions and impacts on the property owners and local residents.

This project shall be substantially completed by **October 4, 2019**. Substantial Completion shall be defined as installation of all sheeting, installation of reinforced backfill, removal of existing seawall and completion of all miscellaneous site improvements. All other items of construction (i.e. project clean up, restoration, etc.) shall be completed within two (2) weeks of substantial completion.

These dates are based on assuming that the Notice to Proceed is issued on or about **September 3, 2019**.

The contractor is to submit their proposed construction schedule and sequence of operations at the Pre-Construction Meeting.

Locations for contractor parking and storage of construction materials and spoils are limited in the project area. The contractor is to submit a plan of proposed parking and storage locations at the Pre-Construction meeting. The Owner has the right to deny or relocate parking and storage areas as proposed by the Contractor. Grassed staging areas outside the typical disruption area shall be restored at the Contractor's expense per the Contract Specifications.

Construction will not be permitted on Labor Day weekend without authorization from the jurisdictional authority.

Contractor is required to contain site access and construction operations to within the Temporary Access Easement as shown on the plans. Disruption outside of this easement will require immediate repairs and potentially project delays. Any potential delays due to the contractor negligence in maintaining their operations within the existing easement will not be considered for contract extension.

END OF SECTION

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