

PRINCIPALS

Daniel W. Mitchell
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SENIOR ASSOCIATES

Gary J. Tressel
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ASSOCIATES

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Bradley W. Shepler
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Brian K. Davies
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Adrianna M. Melchior
Jesse M. Morgan

HUBBELL, ROTH & CLARK, INC.

MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824

SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360

PHONE: 248-454-6300

WEBSITE: hrcengr.com

OTHER OFFICE LOCATIONS

Delhi Township
Detroit
Grand Rapids
Howell
Jackson
Kalamazoo
Lansing

**ADDENDUM NO. 2
TO SPECIFICATIONS
FOR THE
ERITY DAM RIGHT SPILLWAY SEAWALL REPLACEMENT PROJECT
VILLAGE OF BEVERLY HILLS
OAKLAND, MICHIGAN**

ISSUED: August 7, 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.

******* BID DUE DATE HAS CHANGED *******
BIDS WILL NOW BE DUE ON AUGUST 15, 2019

GENERAL

The Village of Beverly Hills, Property Owners at 19111 Old Pond Ct and HRC held an on-site pre-bid meeting on August 6, 2019. Within this meeting, the following questions were asked.

CONTRACTOR QUESTIONS

- Q: With the equipment that can access the work area, 20 foot long sheet would be difficult to install, could the length of sheeting be reduce?
- A: The design team is currently value engineering the seawall design to try and reduce the sheeting length to address this concern. The redesign is the reason for the delay in the due date as indicated above. A follow-up addendum will be sent out as early in the week of August 12th as possible.
- Q: Transporting materials off and onto site will be very time-consuming and labor intensive due to the limited accessibility of the site. Minimizing the amount of material transport could reduce the cost of the project. Would the design team consider the use of deadman anchors instead of the reinforced backfill behind the proposed seawall?
- A: The use of deadman anchors was considered, however, the use of a deadman anchor system within the project space constraints would require significantly longer sheet lengths. The current reinforced backfill design minimizes the required sheet lengths by reducing the earth loads on the back of the wall.

Q: Could an approved equal sheeting (PZC 13) be used instead of the PZ 22?

A: Alternative sheeting materials will be reviewed. The sheeting material that best fits the project will be specified. If a Contractor chooses to provide a substitution request, they must do so following the contracting requirements and are not guaranteed approval.

Q: Is the Temporary Cofferd Dam a requirement?

A: A temporary coffer dam is required as shown on the Drawings. The intent of the temporary coffer dam is to minimize seepage into the excavation during construction of the Reinforced Backfill and to reduce the lateral pressure against the sheeting from the channel side until the backfill is in place. The Reinforced Backfill section has to be constructed in dry conditions. The geotechnical report shows high groundwater levels in the area of the proposed Reinforced Backfill so the temporary coffer dam was proposed to reduce the potential of any additional water seeping into the Reinforced Backfill area.

Q: Does the existing sheeting need to be removed?

A: It is preferred that the sheeting be removed. However, if after a reasonable effort it is determined that removing the sheeting might cause damage to the new seawall or existing dam, the sheeting may be cut off at the streambed in lieu of being removed. No additional compensation will be provided for cutting the sheets rather than removing them. Also, if the sheet length is able to be reduced, suitable open graded material will need to be used fill in any gaps created by the removed sheeting.

SPECIFICATIONS

REISSUED

00300 – Proposal

- The bid opening date has been changed from August 8, 2019 to August 15, 2019 (Page 00300/1)

00030 – Bid Advertisement

- The bid opening date has been changed from August 8, 2019 to August 15, 2019 (Page 00030/1 & Page 00030/2)

Received and Acknowledged By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

Sealed proposals for the construction of the Right Spillway Stabilization Project will be received by the Village of Beverly Hills until 11 a.m., Local Time on **Thursday, August 15, 2019**, at which time and place all bids will be publicly opened and read.

Bidders shall review and comply with the Instructions to Bidders, which are incorporated by reference, and carefully review all Contract Documents, as defined in the Instructions to Bidders. Bids submitted after the exact time specified for, receipt will not be considered.

The Contracts will consist of the following principal items of work and appurtenances as specified herein and shown on the Contract Drawings.

Description of Work

Install approximately 45 linear feet of PZ22 sheeting with geogrid reinforcement at a minimum depth of 20' downstream of the right spillway of the Erity Dam in the Village of Beverly Hills. Restore all areas disturbed by construction with 3" topsoil and sod.

Copies of Plans and Specifications and Proposal Forms shall be available on or after July 18, 2019 at the offices of Hubbell, Roth & Clark, Inc., Consulting Engineers, 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360.

A non-refundable payment of Seventy-five (\$75.00) Dollars, **CHECK ONLY, payable to** "Hubbell, Roth & Clark, Inc." will be required for each set of Drawings and Specifications. Drawings and Specifications can be shipped by U.P.S. ground for a shipping and handling charge of fifteen (\$15.00) Dollars, CHECK ONLY, non-refundable, to Hubbell, Roth & Clark, Inc. The Bidder is advised that to submit a bid on this project, the Bidder must have purchased a set of Plans and Specifications from Hubbell, Roth & Clark, Inc.

Proposals submitted by Bidders who have been debarred, suspended, or made ineligible by any Federal Agency will be rejected.

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 bid proposal shall be submitted on the proposal forms provided and shall be accompanied by 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 accompanying bid. Proposal Guarantee shall provide assurance that the bidder will, upon acceptance of the bid, execute the necessary Contract with the Village of Beverly Hills. No bid may be withdrawn after scheduled closing time for receiving bids for at least ninety (90) days.

The successful bidder will be required to furnish satisfactory Performance, Labor and Material, and Maintenance and Guarantee Bonds.

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The Village of Beverly Hills reserves the right to reject all bids and to waive irregularities in bidding.

No Proposal will be received unless made on blanks furnished and delivered to the Village Clerk on or before 11 a.m., Local time, **August 15, 2019**.

Addressed to:

Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, MI 48025
Attn: Village Clerk

Labeled as:

Proposals for
Right Spillway Stabilization Project
Village of Beverly Hills,
Oakland County Michigan
HRC Job No. 20171196

Published in MITN Wednesday, July 17, 2019

Published in Birmingham Observer and Eccentric Sunday, July 21, 2019 through August 4, 2019.

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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 15, 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**.

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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
_____	_____
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Signed and Sealed this _____ day of _____, 20__.

By (Signature)

Printed Name of Signer

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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