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**ADDENDUM NO. 3
TO SPECIFICATIONS AND PLANS
FOR THE**

**CLINTON RIVER CORRIDOR HABITAT RESTORATION
CITY OF STERLING HEIGHTS AND CITY OF UTICA
MACOMB COUNTY, MICHIGAN**

ISSUED: March 22, 2016

HRC Job No. 20140731

This Addendum is issued prior to receipt of bids to provide for certain changes and clarifications to the Specifications and the Plans, 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 Bidder shall acknowledge the receipt of this Addendum by signing this Addendum and enclosing it in the submission of their bids, and completing the Addenda section of the Proposal. Failure to acknowledge Addendum No. 3 on page 00301-5 of the Proposal Sheets in the submission of bids may be justification for the bid proposal being rejected as non-responsive.

Please note that the date and time of the bid opening has been changed to April 5, 2016 at 2:30 p.m., at the City of Sterling Heights.

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

BIDDING REQUIREMENTS

Reissued Advertisement for Bids – the bid due date has been changed to April 5, 2016.

CONTRACT PROVISIONS

Section 00301 - Proposal – The bid due date has been changed to read April 5, 2016. Only Proposals marked as Addendum No. 3 will be accepted.

Received and Acknowledged By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

REVISED
ADVERTISEMENT FOR BIDS
CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION

Sealed bids for the construction of the Clinton River Corridor Habitat Restoration project will be received by the City Clerk for the City of Sterling Heights, until 2:30 p.m., Local Time on **April 5, 2016**, 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 in the Contract Documents:

Description of the Work

The Clinton River Corridor Restoration project will complete habitat improvement on the 9 mile section of the Clinton River upstream from the confluence with the Red Run Drain in Sterling Heights and Utica. The project aims to create new habitat, improve habitat diversity, accommodate the wide range of river flows, and resolve sedimentation, incision, and bank erosion issues impairing habitat. This project will be a step towards delisting of the Clinton River AOC Benthos and Fish & Wildlife Habitat Beneficial Use Impairments (BUIs). To obtain these goals the project aims to improve habitat by addressing in-stream features as well as focusing efforts on improving the river system on a corridor-wide scale.

The Contracts will consist of the following principal items of work and appurtenances as specified herein and shown on the Contract Drawings: large woody debris removal, bank stabilization, invasive species control, earthwork, in-stream structures (i.e., riffles, step pools, toe wood), and restoration.

This project is funded by a United States Environmental Protection Agency Grant and is subject to the applicable statutory provisions and assistance regulations. In accordance with EPA's Disadvantaged Business Enterprise Program in procurement under the assistance programs, respondents to this bid are required to include minority and women's businesses as part of the project, if possible. The goals are 0.3% Minority Business Enterprise (MBE) and 0.6% Women's Business Enterprise (WBE). The respondents must follow the six Good Faith Efforts stated in 2 CFR 200.321, Section V(u). The bidder shall comply with all applicable federal and state laws and regulations, including without limitation the Equal Employment and Disadvantaged Business Regulations.

Copies of Plans and Specifications and Proposal Forms shall be available on or after **February 25, 2016** at the offices of Hubbell, Roth & Clark, Inc., Consulting Engineers, 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360. A non-refundable payment of Forty seven (\$47.00) 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.

Copies of plans and specifications may also be downloaded from the Michigan Inter-Governmental Trade Network website at www.MITN.info.

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 cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Sterling Heights 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 City of Sterling Heights. No bid may be withdrawn after scheduled closing time for receiving bids for at least One Hundred Twenty (120) days.

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

The City of Sterling Heights 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 City Clerk on or before 2:30 p.m., Local time, **Tuesday, April 5, 2016**.

CITY OF STERLING HEIGHTS
By Order of City Council

Advertisement published:	February 24 and March 30, 2016	- <u>Sterling Heights Sentry Newspaper</u>
	February 22 through April 5, 2016	- <u>Dodge Reports</u> - <u>Construction Association of Michigan</u> - <u>Reed Construction Data</u>

ADDENDUM NO. 3

CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION

PROPOSAL
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PROPOSAL
FOR
CLINTON RIVER CORRIDOR HABITAT RESTORATION
CITY OF STERLING HEIGHTS
MACOMB COUNTY, MICHIGAN

City of Sterling Heights
40555 Utica Road
Sterling Heights, Michigan 48313

Bids Due: Tuesday, April 5, 2016
On or Before 2:30 pm, Local Time
City Project # 15-278
HRC Job No. 20140731

Gentlemen:

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 he has examined the location maps, 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 he has not received or relied upon any representations or warranties of any nature whatsoever from the City of Sterling Heights, its agents or employees, as to any conditions to be encountered in accomplishing the work and that his bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that he has examined the location maps, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that he has reviewed the proposed construction methods and finds them acceptable for the conditions which he anticipates 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 his own determination as to existing soil conditions and he shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.

The above, as Bidder, declares that he has familiarized himself with the location of the proposed habitat restoration along the Clinton River Corridor in the Cities of Sterling Heights and Utica, Macomb County, Michigan, and the conditions under which it must be performed; also that he has carefully examined the Specifications, Drawings, and Contract Documents which he understands and accepts as sufficient for the purpose of performing all habitat restoration along the Clinton River Corridor, and agrees that he will contract with the City of Sterling Heights to furnish all labor, materials, tools, equipment, facilities and supervision

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ADDENDUM NO. 3

**CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION**

**PROPOSAL
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necessary to do all the work specified and prescribed for the City of Sterling Heights, 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 he will accept in full payment therefore the sum of:

Base Bid

	Item	Quantity	Unit	Unit Price	Total Cost
1.	Mobilization (5% max. of bid)	1	lsum	\$ _____	= \$ _____
2.	Construction Fence, As needed	500	ft @	\$ _____	= \$ _____
3.	MDOT Silt Fence, As needed	2,500	ft @	\$ _____	= \$ _____
4.	Grading Proposed Staging Areas	10	ac @	\$ _____	= \$ _____
5.	6" 21AA Crushed Concrete, Access Drive	850	tons @	\$ _____	= \$ _____
6.	1"x3" Crushed Concrete, Access Drive	100	tons @	\$ _____	= \$ _____
7.	Non-woven geotextile fabric, Access Drive	250	syd @	\$ _____	= \$ _____
8.	Remove and Replace Bit. Path	500	syd @	\$ _____	= \$ _____
9.	Clearing and Grubbing	4.0	ac @	\$ _____	= \$ _____
10.	Remove Trees 8"-18" Dia	40	ea @	\$ _____	= \$ _____
11.	Remove Trees, 19"-36" Dia	40	ea @	\$ _____	= \$ _____
12.	Remove Trees, 37" or Larger	25	ea @	\$ _____	= \$ _____
13.	Extract Tree Stump with Roots (Rootwad)	500	ea @	\$ _____	= \$ _____
14.	Collection and Transportation of Floodplain Woody Debris	1	lsum @	\$ _____	= \$ _____
15.	Invasive Species Control	2.0	ac @	\$ _____	= \$ _____
16.	Coir Rolls/Coir Mats, Detail BS-1 (A)	25	lft @	\$ _____	= \$ _____
17.	Stone Toe Protection, Detail BS-1 (B)	240	lft @	\$ _____	= \$ _____
18.	Heavy Riprap Bank Protection, Detail BS-1 (C)	150	syd @	\$ _____	= \$ _____
19.	Rolled Erosion Control Blanket Streambank Stabilization, Detail BS-1 (D)	100	lft @	\$ _____	= \$ _____
20.	Point Bar, Detail BS-1 (E)	10,000	cyd @	\$ _____	= \$ _____
21.	VRSS, Detail BS-2 (A & B), 4 foot height	250	lft @	\$ _____	= \$ _____
22.	VRSS, Detail BS-2 (A & B), 6 foot height	500	lft @	\$ _____	= \$ _____
23.	VRSS, Detail BS-2 (A & B), 8 foot height	750	lft @	\$ _____	= \$ _____
24.	Reset Storm Sewer, Detail BS-2 (C)	200	lft @	\$ _____	= \$ _____
25.	Reset End Section, Detail BS-2 (D)	5	ea @	\$ _____	= \$ _____
26.	Rock Cutoff Sill, Detail BS-3 (A)	20	ea @	\$ _____	= \$ _____

ADDENDUM NO. 3

**CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION**

**PROPOSAL
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Item	Quantity	Unit	Unit Price	Total Cost
27. Geotech Rolled Bank Stabilization, Detail BS-3 (B)	350	lft	@ \$ _____	= \$ _____
28. Toewood Structures, Detail BS-3 (C), 4 foot height	500	lft	@ \$ _____	= \$ _____
29. Toewood Structures, Detail BS-3 (C), 6 foot height	3,500	lft	@ \$ _____	= \$ _____
30. Toewood Structures, Detail BS-3 (C), 8 foot height	3,000	lft	@ \$ _____	= \$ _____
31. J- Hook Vane, Detail IS-1 (A)	15	ea	@ \$ _____	= \$ _____
32. Log Vane, Detail IS-1 (B)	23	ea	@ \$ _____	= \$ _____
33. Rock V-Cross Vane, Detail IS-1 (C)	10	ea	@ \$ _____	= \$ _____
34. W-Weir, Detail IS-2 (A)	1	ea	@ \$ _____	= \$ _____
35. Stepped Pool Rock Cross Vane, Detail IS-2 (B)	2	ea	@ _____	= \$ _____
36. Rock Vane, Detail IS-2 (C)	2	ea	@ _____	= \$ _____
37. Floating Turbidity Curtain, Detail IS-3 (A)	250	lf	@ \$ _____	= \$ _____
38. Staked Turbidity Curtain, Detail IS-3 (B)	250	lf	@ _____	_____
39. Riffle, Detail IS-3 (C), 2 foot height	500	lf	@ \$ _____	= \$ _____
40. Riffle, Detail IS-3 (C), 3 foot height	500	lf	@ \$ _____	= \$ _____
41. Riffle, Detail IS-3 (C), 4 foot height	500	lf	@ \$ _____	= \$ _____
42. Instream Sediment Trap, Detail IS-3 (D)	2	ea	@ \$ _____	= \$ _____
43. Earthwork	7,500	cy	@ \$ _____	= \$ _____
44. Wetland Bridging, Temporary Crossing with Restoration	200	lft	@ \$ _____	= \$ _____
45. Remove Fallen Tree	40	ea	@ \$ _____	= \$ _____
46. Temporary River Crossing	4	ea	@ \$ _____	= \$ _____
47. Remove Log Jam #1	1	ea	@ \$ _____	= \$ _____
48. Remove Log Jam #2	1	ea	@ \$ _____	= \$ _____
49. Remove Log Jam #3	1	ea	@ \$ _____	= \$ _____
50. Remove Log Jam #4	1	ea	@ \$ _____	= \$ _____
51. Remove Log Jam #5	1	ea	@ \$ _____	= \$ _____
52. Remove Log Jam #6	1	ea	@ \$ _____	= \$ _____
53. Remove Log Jam #7	1	ea	@ \$ _____	= \$ _____

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ADDENDUM NO. 3

**CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION**

**PROPOSAL
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Item	Quantity	Unit	Unit Price	Total Cost
54. Remove Log Jam #8	1	ea	@ \$ _____	= \$ _____
55. Remove Log Jam #9	1	ea	@ \$ _____	= \$ _____
56. Remove Log Jam #10	1	ea	@ \$ _____	= \$ _____
57. Remove Log Jam #11	1	ea	@ \$ _____	= \$ _____
58. Remove Log Jam #12	1	ea	@ \$ _____	= \$ _____
59. Remove Log Jam #13	1	ea	@ \$ _____	= \$ _____
60. Remove Log Jam #14	1	ea	@ \$ _____	= \$ _____
61. Remove Log Jam #15	1	ea	@ \$ _____	= \$ _____
62. Remove Log Jam #16	1	ea	@ \$ _____	= \$ _____
63. Remove Log Jam #17	1	ea	@ \$ _____	= \$ _____
64. Remove Bridge Abutments (Sta 213+00)	4	ea	@ \$ _____	= \$ _____
65. Remove Bridge Abutments (Sta 267+50)	2	ea	@ \$ _____	= \$ _____
66. Remove Bridge Abutments (Sta 317+00)	2	ea	@ \$ _____	= \$ _____
67. Remove Bridge Abutments (Sta 340+00)	1	ea	@ \$ _____	= \$ _____
68. Remove Steel Sheeting (Sta 340+50)	175	lft	@ \$ _____	= \$ _____
69. Remove Miscellaneous Debris	1	lsum	@ \$ _____	= \$ _____
70. 21AA Restore Forester Drive	1,000	syd	@ \$ _____	= \$ _____
71. Live Stake Shrubs, Detail L-1 (B)	5,000	ea	@ \$ _____	= \$ _____
72. Emergent Wetland Plant Plugs, Detail L-1 (C)	5,000	ea	@ \$ _____	= \$ _____
73. Seed Mix A – Wetland	2.5	ac	@ \$ _____	= \$ _____
74. Seed Mix B - Floodplain	2.0	ac	@ \$ _____	= \$ _____
75. Seed Mix C – River Bank	0.5	ac	@ \$ _____	= \$ _____
76. Seed Mix D – Forested	0.5	ac	@ \$ _____	= \$ _____
77. Seed Mix E - Lawn, Staging Areas	3.5	ac	@ \$ _____	= \$ _____
78. Compacted Topsoil/Compost	5,000	cyd	@ \$ _____	= \$ _____
79. Straw Mulch	9.0	ac	@ \$ _____	= \$ _____
Total Amount of Bid				\$ _____

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

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ADDENDUM NO. 3

CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION

PROPOSAL
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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 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.

The quantities shown in the proposal are for estimating purposes only and may or may not represent the actual amounts or relative amounts of work. All work will be paid for on a unit price basis. Award of the contract will be based on the unit prices submitted prorated to the funding available. The City reserves the right to add or delete quantities from the proposal as the work progresses at the contract price until available funding is exhausted.

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. Final quantities will be determined in the field by the project engineer. 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 cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Sterling Heights 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 _____

ITEMS TO BE INCLUDED

The following documents are attached to and made a condition of this Proposal; refer to Section 00120 - Instructions to Bidders for additional submittal information and forms for these items:

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ADDENDUM NO. 3

- A. Required Proposal security in the form of a Bid Bond [Damage Form]
- B. MBE/DBE Forms:
 - EPA Form 6100-3 DBE Program Subcontractor Performance Form
 - EPA Form 6100-4 DBE Program Subcontractor Utilization Form
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- D. Three (3) municipal references
- E. Completed Work (Schedule A)
- F. Present Work (Schedule B)
- G. Equipment List (Form)
- H. Sub-Contractors List (Form)
- I. Bonding Capacity (Form)

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 Habitat Restoration along the Clinton River Corridor, the Contractor agrees to have all work completed by **December 31, 2016**, with final restoration and clean up being completed by May 15, 2017.

Due to Michigan Department of Environmental Quality (MDEQ) Fisheries Division restrictions for the fish spawning season, any items of work involving equipment in the stream, or sediment disturbance will be restricted to **start after June 30, 2016**. Bank work with proper sediment control and turbidity curtains will be permitted.

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

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01001 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 City of Sterling Heights. 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

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ADDENDUM NO. 3

CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION

PROPOSAL
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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 One Thousand Dollars (\$1,000.00), 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 1, 2016 until such a time that Final Completion requirements are met.

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 Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the City of Sterling Heights.

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: _____

Address: _____

County: _____ State: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

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ADDENDUM NO. 3

**CITY OF STERLING HEIGHTS
CLINTON RIVER CORRIDOR HABITAT RESTORATION**

**PROPOSAL
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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