

SECTION 00920

ADDENDUM

Leelanau County Drain Commissioner
8527 E. Government Center Dr., Suite #205
Suttons Bay, MI 49682

ADDENDUM NO. 1

DATE: 12/08/2023

ENGINEER: GEI Consultants of Michigan, PC
401 South Washington Square, Suite 103
Lansing, MI 48933

Drawing Revision No: N/A

Drawing Sheets Issued Herewith: N/A

Bids Due: December 13th, 2023 at 1:00 pm. Issued to all Plan Holders

This Addendum is part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

ITEM NO. 1 – Change of Bid Opening Date

Summary:

The bid opening has been extended 2 days from December 11th at 1:00 pm to **December 13th at 1:00 pm**

Section: 00010

TITLE: Advertisement for Bids

Page: 1

Paragraph: 1 and 2

Paragraph 1 and 2 in Section, 00010, Advertisement for Bids should read as follows:

NOTICE IS HEREBY GIVEN that I, Steven Christensen, Leelanau County Drain Commissioner, will open and announce construction bids for the **South Bar Lake Drain** on **Wednesday, December 13th, 2023 until 1:00 p.m. at the Leelanau County Drain Commissioner’s office, located at 8527 E. Government Center Dr., Suite #205, Suttons Bay, Michigan, 49682.**

Bids for the South Bar Lake Drain will be submitted in person at the Leelanau County Drain Commissioner’s office and will be accepted until 1:00 p.m. on Wednesday, December 13th, 2023, unless further advised via Addendum. Bids for the South Bar Lake Drain will then be publicly opened and announced on the above date and time as the construction of a certain drain known and designated as the “South Bar Lake Drain.”

Section: 00410

TITLE: Bid Bond

Page: 1

Paragraph: 1

Paragraph 1 in Section, 00410, Bid Bond should read as follows:

OWNER: Leelanau County Drain Commissioner
Address: 8527 E. Government Center Dr. Suite #205
City, State, Zip: Suttons Bay, MI 49682

Bid Due Date: **December 13th, 2023**
Project: South Bar Lake Drain

Section: 00900.1

TITLE: Notice of Award

Page: 1

Paragraph: 1

Paragraph 1 in Section, 00900.1, Notice of Award should read as follows:

You are notified that your Bid dated **December 13th, 2023**, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the South Bar Lake Drain Drainage District.

END OF SECTION

NOTICE OF LETTING DRAIN CONTRACT FOR THE SOUTH BAR LAKE DRAIN

NOTICE IS HEREBY GIVEN that I, Steven Christensen, Leelanau County Drain Commissioner, will open and announce construction bids for the **South Bar Lake Drain** on **Wednesday, December 13th, 2023** until 1:00 p.m. at the Leelanau County Drain Commissioner's office, located at 8527 E. Government Center Dr., Suite #205, Suttons Bay, Michigan, 49682.

Bids for the South Bar Lake Drain will be submitted in person at the Leelanau County Drain Commissioner's office and will be accepted until 1:00 p.m. on Wednesday, December 13th, 2023, unless further advised via Addendum. Bids for the South Bar Lake Drain will then be publicly opened and announced on the above date and time as the construction of a certain drain known and designated as the "South Bar Lake Drain."

The following items of work are viewed as the major items of work comprising the construction of the South Bar Lake Drain. The quantities associated with the items of work are approximate and final payment will be made based upon final installed and measured quantities:

Install 55 LF of 8-Inch AWWA C151 Ductile Iron Pipe

Install Total of 45 LF of 60-Inch x 36-Inch Reinforced Concrete Box Culvert

w/ 60-Inch x 36-Inch Reinforced Concrete Box Culvert Manhole Tee

w/ 60-Inch x 36-Inch Reinforced Concrete Box Culvert Tapered End Section

Install 1 Lake Outlet Control Plate

Install 40 SYD of 3.5" HMA Road Restoration

Install 75 LF of HMA Valley Gutter Curb

Install 6 SYD of HMA Spillway

Install Dune Reestablishment

Install 40 SYD of Flexamat Standard Underlayment

Install 5000 EA of Dune Grass Planting

Install 100 SYD of Rip Rap or Heavy Rip Rap over non-woven geotextile fabric

Includes all tree and stump removals, grading and fill, seeding and restoration, all storm sewer appurtenances, road ditching and channel grading, driveway paving and restoration, berms, driveway construction (fill), SESC, mobilization and various removals.

There will be no (0) bridges and (1) drain culverts, being approximately 6-feet deep and construction 8-feet in avg. width to be constructed as part of the project. One contract is being let for this work, which will include all material necessary to perform the same. This contract will be let in accordance with the Contract Documents and bids will be made and received in accordance with these documents.

The Contract will be let in accordance with the **Contract Documents (Plans & Specifications)** that are available to interested bidders and can be obtained digitally at no cost by emailing either Mitchell Walton at mwalton@geiconsultants.com (616) 560-9049 or Brian Cenci, P.E. at bcenci@geiconsultants.com (517) 449-3478. In order to receive the Contract Documents, interested Contractors must provide basic company and contact information so that they can receive any addendum that may be issued.

A Non-Mandatory Pre-Bid Meeting will be held at the northern most parking lot of Empire Beach (approx. 500' south of the project site) on Friday, December 1st, 2023, at 1:00 p.m. Prospective Bidders are recommended to attend and participate in the pre-bid meeting. All prospective Bidders in attendance will "sign in" by providing the name of the attendee, business

represented, and email address. The Engineer will transmit to all prospective Bidders of record such Addenda as the Engineer considers necessary in response to questions. Oral statements may not be relied upon and will not be binding or legally effective. The Contractor is responsible for ensuring all addenda have been received and acknowledged prior to submittal of the bid.

Plans and Bidding Documents may be examined at the **Leelanau County Drain Commissioner's Office, located at 8527 E. Government Center Dr., Suite #205, Suttons Bay, Michigan, 49682** after **Monday, November 20th, 2023 at 1:00 p.m. local time.**


The date for the **Substantial Completion** of such contract is **May 15th, 2024**, with the date for the **Final Completion** and ready for Final Payment being **June 15th, 2024**. The terms of payment are contained in the contract specifications. The payments for the above-mentioned work will be made based upon completion of Unit Price work on a monthly basis as outlined in the Contract Documents

Any responsible person wanting to bid on the above-mentioned work will be required to deposit bid security in the amount specified in the bidding documents (5%) as a guarantee that they will enter into a contract and furnish the required bonds as prescribed by the contract specifications and applicable law. **All bids shall remain open for 90 days after the day of the bid opening**, but I reserve the right at my sole discretion to release any bid and bid security before that date.

Contracts will be entered into with the lowest responsible bidder giving adequate security for the performance of the work and meeting all conditions represented in the Instructions to Bidders. I reserve the right to reject any and all bids, for any reason by which is not required to be stated publicly, and to adjourn the letting to such time and place as I shall publicly announce.

The Drain Commissioner shall, within 90 days of receipt of bids, attempt to sell Bonds, Notes, or Drain Orders in an amount sufficient to pay for this project, it being understood that if the Drain Commissioner shall not have marketed Bonds, Notes, or Drain Orders in an amount sufficient to pay for this project within such 90 day period, a contract may not be executed. If, within such 90 day period, the Drain Commissioner shall successfully sell Bonds, Notes, or Drain Orders in an amount to pay for this project, the Drain Commissioner shall issue a Notice of Award to the successful Bidder after such sale, at which time the successful Bidder shall provide the necessary bonds and insurances required and execute the Agreement within fifteen (15) days from the Notice of Award. The bid of the successful Bidder and the Bond securing the same shall remain in full force and effect until the Notice of Award. If the Bonds, Notes, or Drain Orders herein before required to be sold are not marketed within the period provided above, or the Notice of Award is not given by the Drain Commissioner to the successful Bidder within the specified time, the bid may be deemed to be null and void and the bid deposit shall be returned to the successful Bidder. However, the 90 day period provided above for the sale of Bonds, Notes, or Drain Orders and the giving of the Notice of Award may be extended by mutual agreement between the successful bidder, the Surety Company issuing the bid bond for the successful Bidder, and the Drain Commissioner.

Dated: November 21, 2023



Steven Christensen
Leelanau County Drain Commissioner
8527 E. Government Center Dr., Suite #205,
Suttons Bay, Michigan, 49682
(231) 256-9783

SECTION 00410

BID BOND

OWNER: Leelanau County Drain Commissioner
Address: 8527 E. Government Center Dr. Suite #205
City, State, Zip: Suttons Bay, MI 49682

Bid Due Date: **December 13th, 2023**
Project: South Bar Lake Drain

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the following terms hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Surety (Principal Place of Business):

Bidder:

Name of Surety*

Name of Bidder*

Street*

Street*

City, State, Zip*

City, State, Zip*

(Seal)
Surety's Corporate Seal

(Seal)
Bidder's Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

*Typed or printed in ink.

Bond:

Bond Number: _____

Date (not later than Bid Due Date): _____

Penal Sum: _____

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extensions thereof agreed to in writing by OWNER) the Agreement required by the Bidding Documents and any performance any payment bonds required by the Bidding Documents and Contract Documents, or

All Bids are rejected by OWNER, or

OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extension shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the states in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to attach to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF SECTION

SECTION 00900.1

NOTICE OF AWARD

Dated _____, _____

TO: _____
(Successful Bidder)

ADDRESS: _____

CONTRACT FOR South Bar Lake Drain Drainage District.

You are notified that your Bid dated **December 13th, 2023**, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the South Bar Lake Drain Drainage District.

The Contract Price of your Contract is _____
_____ Dollars (\$ _____)

A digital copy of the proposed Project Manual accompanies this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award; that is, by _____, 20____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement included in the Project Manual. Each of the Agreements must bear your signature at the designated location.
2. You must deliver with the executed Agreement the contract Security (Bonds) as specified in the Instructions to Bidders and Section 00700: General Conditions (paragraph 5.1) and Section 00800: Supplementary Conditions (paragraph SC-5.1.).
3. You must also deliver with the executed Agreement the insurance documents specified in Article 5 of Section 00700: General Conditions and Article 5 of Section 00800: Supplementary Conditions.
4. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 10 days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement included in the Project Manual.

Leelanau County Drain Commissioner
on behalf of the South Bar Lake Drain

By _____
(Authorized Signature)

*Typed or Printed in ink

Copy to ENGINEER

(*Name and Title)

ACCEPTANCE OF AWARD:

By: _____
(*Contractor)

(Authorized Signature)

(*Name and Title)

(*Date)

END OF SECTION