

Village of Estral Beach

7194 Lakeview Boulevard,
Newport, MI 48166
(734) 586-8380

REQUEST FOR BID (RFB) FOR Steel Sheet Piling BID #2020-01

**All required bid documents/copies must be submitted in a SEALED envelope,
no later than 02/03/2020 to:**

**Village of Estral Beach
7194 Lakeview Boulevard
Newport, MI 48166**

LATE BIDS WILL BE REJECTED

There will be a public opening for this Bid at:

**Regular Council Meeting
Village of Estral Beach Hall
7194 Lakeview Boulevard
02/04/2020 at 7:00 pm**

For further information regarding this RFB contact:

Danny Swindle at (734) 915-5857 (cell)

Email: EstralBeachPresident@gmail.com

Issued: 01/08/2020

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1. GENERAL INFORMATION AND SCOPE

The Village of Estral Beach (Newport, MI) requests bids to establish a contract for providing, delivery and installation of a permanent steel sheet piling wall for the Village's South Dike Repair project as specified in the attached bid documents.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these bid documents. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, the Village reserves the right to delete that specification or condition of bid. Failure to meet specification requirements shall disqualify your bid. Vendors may not submit their own contract document as a substitute for these terms and conditions.

Retain a copy of these Bid documents for your files. Should you receive an award, these Bid documents become your contract terms and conditions.

Definitions: The following definitions are used throughout the RFB documents:

Bidder/Vendor means a company or individual submitting a bid response to this RFB

Contractor means bidder awarded the contract

Village means the Village of Estral Beach

RFB means Request for Bid

State means the State of Michigan

2. QUESTIONS

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the Village Representative named below of such error and request a modification or clarification.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to the Village as soon as possible, but no later than **end of day on 01/28/2020**. The Village will respond to questions if necessary by issuing an official addendum, posted on the Village's website (<http://estralbeachvillage.org/dikes.html>). Bidders are responsible for checking this website for any addenda before submitting a bid. Failure to acknowledge addenda may disqualify your bid.

Any correspondence or questions submitted must include the bid number: **2020-01**.

Submit questions in writing via email to:

Danny Swindle, Village President, e-mail: EstralBeachPresident@gmail.com

Phone: 734-915-5857

3. METHOD OF BID

Bidder must submit a **unit price** for each bid item. All prices must be quoted in U.S. Dollars.

Bidder must bid on the enclosed Bid Offer Form (Attachment C).

4. **BID SUBMISSION**

Bidders must submit **an original and one copy** including all required materials for acceptance of their bid by the date and time listed on the Bid Cover Sheet. Any bids received after that time and date will be rejected. Refer to the Bid Response Requirements.

E-mailed bids are not accepted. **SEALED** Bids must be forwarded to:

Village of Estral Beach
7194 Lakeview Boulevard
Newport, MI 48166

All bids are to be packaged, sealed, and **MUST** show the following information on the **outside of the package**:

- Vendor's Name and Address
- Request for Bid Number: 2020-01

5. **BID RESPONSE REQUIREMENTS**

In order for your bid to be considered, the following information must be provided by the due date and time listed on the bid cover page. Failure to include any required documents will disqualify your bid. Include an original and a copy:

- 5.1 Signature and Authority Affidavit Form, **with any addendums acknowledged**, Attachment A
- 5.2 References, Attachment B
- 5.3 Bid Offer Form, Attachment C

The Signature and Authority Affidavit submitted in response to this RFB must be signed by the person in the Contractor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your bid. The Village encourages all bidders to print their submission double-sided to save paper.

6. **METHOD OF AWARD**

Award shall be made by the Village Council based on the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations and ordinances. Experience, references, etc. may also be evaluated as part of the bid award process.

7. **BIDDER/CONTRACTOR QUALIFICATIONS**

To be eligible for a contract award, you must be qualified and able to provide the following:

- 7.1 Bidder must supply references of at least 3 projects previously completed, with similar characteristics to the Village's project, and provided within the past 3 years. If contacted, the input from all references will be considered in the selection process. Use Attachment B to list references.
- 7.2 Bidder must be in the business of installing sheet piling for at least the past 3 years.

- 7.3 Awarded contractor must provide The Village a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Michigan, with a minimum AM Best rating of A+, and signed by an authorized agent.

Maintain worker's compensation insurance as required by Michigan Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract, naming the Village as an additional insured. **Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.**

8. SURETY BOND

Michigan Public Act 213 or 1963 provides procedures for bonding of contractors. Prior to the awarding of a contract exceeding \$50,000, the principal contractor shall furnish to the Village, at his or her own cost, a performance bond and a payment bond which shall become binding upon award of the contract. The bonds shall be executed by a surety company authorized to do business in the state of Michigan. The bonds shall be payable to the Village of Estral Beach.

Performance Bond shall be an amount fixed by the Village but not less than 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof, solely for the protection of the Village. **The Village sets the performance bond amount at 25% of the contract amount.**

Payment Bond shall be an amount fixed by the Village but not less than 25% of the contract amount, solely for the protection of Claimants, supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract. **The Village sets the payment bond amount at 25% of the contract amount.**

9. SPECIFICATIONS

The following specifications are minimum acceptable requirements. The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications. Failure to provide product specifications and information may disqualify your bid. The Village of Estral Beach shall be the sole judge of equivalency and acceptability. Any attachments, documents, price lists, etc. to support your bid, must include the bid number.

Bid specifications may not be revised without an official written addendum issued by The Village.

See Attachment F for Steel Pile Retaining Wall Specification.

10. DELIVERY

The work is planned for the spring/summer of 2020.

11. FREIGHT

In carrying out the scope of this contract, the Contractor shall be required to provide all transportation services for materials and equipment. Bidders must include all transportation and insurance charges.

12. SUBCONTRACTING OR THIRD PARTY PAYMENTS

All subcontracting shall be pre-approved upon award by the Village before any work begins. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment.

FIRM PRICES

Prices must remain firm for 60 **calendar days after bid opening**. Prices established may be lowered due to general market conditions.

13. INVOICING REQUIREMENTS

The Village's terms are to pay or reject invoices within 30 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- | | |
|-----------------------|---------------------------------|
| a. Bid Number 2020-01 | d. Contract Line Item for which |
| b. vendor name | payment is being requested. |
| c. remit to address | e. prices per the contract |

The original invoice must be sent to the bill-to address shown on the Purchase Order.

Payment Schedule is as follows:

- 30% upon issuance of contract
- 30% upon mobilization, delivery of material, and estimated 1/3 of work complete
- 30% upon completion of the work
- 10% within 60 days following completion and verification that contract requirements were met.

14. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

- 14.1 The Village may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the Contractor.

If the problem is service performance, Contractor will be warned either verbally and/or in writing of unsatisfactory performance and intent to cancel this contract. Contractor will be given a period of time to 'cure' the performance. If the performance does not improve, Contractor will be given 15 days written notice that the contract will be cancelled.

Upon termination, the Village's liability will be limited to the pro rata cost of the services performed as of the date of termination.

- 14.2 In the event the Contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Village not less than 60 days prior to said termination. The Contractor will in turn, refund the Village, within 30 days of said termination, all payments made hereunder by the Village to the Contractor for work not completed.
- 14.3 If at any time the Contractor's performance threatens the health and/or safety of the Village or the public, the Village has the right to cancel and terminate the contract without notice.
- 14.4 If the Contractor fails to maintain and keep in force the insurance as required, the Village has the right to cancel and terminate the contract without notice.

15. APPEALS PROCESS

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Michigan Statutes or Village Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with **Danny Swindle, Village President, 7194 Lakeview Boulevard, Newport, MI 48166**, and received no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the President may be appealed to the Village Council within (5) working days of issuance. The appeal must allege a violation of a Michigan Statute or a Village Ordinance provision.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

BIDDING COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security # (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this bid.

Name _____ Title _____

Phone (_____) _____ Toll Free Phone (_____) _____

Fax (_____) _____ Email Address _____

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B

REFERENCES

Vendor: _____

As allowed for in Michigan PA 170 of 1933: Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

ATTACHMENT C

BID OFFER FORM

Vendor: _____

Item	Task Description	Cost
	<u>Dike Retaining Wall Parallel to Lakeshore Drive</u>	
1	Village to obtain USACE/DEQ permit(s).	\$0
2	Village to complete required Village permit.	\$0
3	Install up to 440 feet of 15' lengths of 5 gauge ⁽¹⁾ sheet pile retaining wall, tie-backs with waler system, and cap.	
4	Transport, install, and compact clay backfill between the dike and the retaining wall. Slope fill from wall to top of dike.	
5	Fill ruts on top of dike with clay, compact, and seed with grass.	
	<u>Pump House Retention Pond Retaining Wall</u>	
6	Remove pump suction line; install approximately 40 feet of 28' lengths of 1/4" ⁽¹⁾ sheet pile retaining wall, tie-backs with waler system, and cap; and re-install and support the pump suction line.	
7	Dredge under and around bottom of pump suction pipe to approximately 6' below the bottom of the pump suction line, approximately 15 feet in diameter, and transport spoils to a location within the Village to a location to be determined.	
8	Install a drain system with stone, pipe, and Geotech material on the pump house side of the retaining wall.	
9	Transport and install gravel backfill in the area between the pump house foundation with geotech fabric underneath. If the gravel depth will be greater than 12' deep, compacted clay fill can be used to bring the grade up to within 12" of the final grade.	

(1) Gauge is quoted for structural needs, not drivability into the earth. Bidder, based on experience, should identify if heavier gauge steel is needed to support installation.

An original and one copy of all required forms are included in the submittal? Yes _____ No _____

Village of Estral Beach is exempt from Federal Excise and Michigan Sales Taxes, 501(c)3 # 38-6313447.

ATTACHMENT D

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The Village shall be the sole and final judge of equivalency.

2.1 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

2.2 If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may make the necessary corrections and resubmit prior to the opening of the bids. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

2.3 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Village, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the Village from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Village.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The Village reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.1 PRICING AND DISCOUNT: The Village qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.2 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.3 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 9.0 ACCEPTANCE-REJECTION:** The Village reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the Village.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Village. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the Village, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Michigan. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The Village reserves the right to cancel this contract if the contractor fails to follow the requirements set forth, and related statutes regarding certification for collection of sales and use tax. The Village also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the Village.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the Village reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Village. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Village.

- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the Village must comply fully with all safety requirements as set forth by all applicable MIOSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The Village reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Village tax liability may have their payments offset by the Village.
- 24.0 OPEN RECORDS:** Both parties understand that the Village is bound by the Michigan Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the Village in retaining and producing records that are subject to Michigan Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the Village harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the Village, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Village. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Village.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the Village and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 28.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Attachment E

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

ATTACHMENT F

SHEET PILE RETAINING WALL **TECHNICAL REQUIREMENTS FOR INSTALLATION**

PART 1 – GENERAL

101. Scope

- 101.1 Specify the requirements for the installation of a permanent sheet pile retaining wall on the canal side of the dike running parallel with Lakeshore Drive, near the south pump house (7323 Lakeshore Drive). Also for installation of a retaining wall on the suction side of the south pump house and dredging of the pond area underneath of the suction line. See Attachment 4, photographs.

102. Definitions

- 102.2 Purchaser: Village of Estral Beach, from hereafter referred to as “The Village”
- 102.2 Engineering Firms: TBD - Services to be provided as needed
- 101.3 Contractor: TBD, from hereafter referred to as “The Contractor”

103. Detailed Tasks

- 103.1 Arrange for removal or movement of DTE electrical services as needed to support the work.

NOTE: Gauge's stated below meet the structural requirements for the application, but does not consider drivability of the steel with the contractor's equipment. Any increase in steel thickness needed to support installation shall be factored into the bid price, and listed in the bid proposal.

- 103.2 Installation of up to 440' of minimum 5 gauge carbon steel sheet pile retaining wall along the east side of the dike running parallel with Lakeshore Drive. (see Attachment 2).
- a. Obtain the required USACE and/or DEQ permits for installation of the canal side retaining wall. Note that the Village will obtain this permit.
 - b. Obtain the required Village permit for installation of the walls for Village records. Note that the Village will obtain this permit.
 - c. Install 5 gauge lightweight sheet piling (see Attachment 3, Shoreline Steel Lightweight Sheet Piling Specification).
 - d. Install 15' lengths such that the top of the wall is at approximately 578' NAVD88. This will put approximately 8' of sheet piling buried.
 - e. On the south end, install the end wing towards the dike. On the north end, at the pump station, install the end wings toward the dike. Install corner bracing to provide corner support.

- f. Install tie-backs every 6' to 8' with waler. Waler and tie-back design to be provided by Contractor for Village approval. The design should ensure that the wall stays straight and true over its design life.
 - g. Coat the all-thread or rebar used for the tie back to extend the life of the tie back while in the buried condition.
 - h. Sufficiently cap the wall with angle steel welded to the top of the retaining wall.
 - i. Transport clay for backfill between the dike and retaining wall, install, and compact. Bid this as a separate line item since the Village has the capability to perform this task.
- 103.3 Installation of an approximately 40' length of carbon steel sheet pile retaining wall on the suction side of the south pump house (see Attachment 1). This work shall include:
 - a. After the pump has been de-energized, temporarily remove the flanged pump suction pipe. Allow for the Village to modify the suction end of the pipe before re-installation.
 - b. Remove degraded wooden wall and wooden support structure from retention pond.
 - c. Dredge the retention pond in the area around the pump suction inlet to a depth of approximately 6 feet below the end of the pump suction line and approximately 15-foot diameter.
 - d. Transport excavated materials to an on-site location as directed by the Village. Note that some of the spoils may be able to be used behind the up to 440' wall, but will require prior approval of the Village as to exact location and amount.
 - e. Install a minimum of ¼" thick sheet piling.
 - f. Install 28' lengths to provide for sufficient length to be buried to prevent kick out of the bottom into a dredged retention pond. This will put approximately 10' of sheet buried.
 - g. Install end wings towards the retention pond (i.e., away from the dike). It is anticipated that this section will be continued at some future date to form a boxed retention pond with debris screens attached. Install corner bracing to provide corner support.
 - h. Install tie-backs every 6' to 8' and a waler. Waler and tie-back design to be provided by Contractor for Village approval. The design should ensure that the wall stays straight and true over its design life. Note calculation shows tie-back at 5' down from the top of the wall.
 - i. Coat the all-thread or rebar used for the tie back to extend the life of the tie back while in the buried condition.
 - j. Sufficiently cap the wall with angle steel welded to the top of the retaining wall.
 - k. Install a drainage system with stone, pipe, and geotech material to prevent hydraulic pressure buildup on the dike side of the retaining wall.

- l. Install and compact backfill material to increase the grade to approximately 18" below the top of pump house foundation.
- m. Install geotech material and cover with a minimum of 6" of gravel.
- n. Install a support for the pump suction pipe at the retention pond wall.
- o. Reinstall pump suction piping with new gasket and adequately support at the new retaining wall.

103.4 Related Work Not Included in this bid:

- a. De-energizing of the pump.
- b. Removal and replacement of the pump float control system.
- c. Seeding of backfill.
- d. Addition of an angled diffuser to the end of the suction pipe.
- e. Providing portable diesel driven backup pump if needed during the time the pump is out of order.

104. **Submittals**

104.1 Documentation to be submitted with the **SEALED** Bid Proposal:

- a. Evidence of successful installation of sheet pile wall systems performed under similar conditions including a description of the project and contact information for the project Owners.
- b. Proof that the Contractor is Licensed and Insured.
- c. Concur with recommended lengths and gauge, or provide justification for any proposed deviations.
- d. Provide the design (e.g., sketch) of the proposed tie-back, and wale system (if required), to be installed following approval by the Village.
- e. Provide the design (e.g., sketch) of the proposed drainage system to be installed along the retention pond retaining wall following approval by the Village.

104.2 Documentation to be submitted prior to signing of contract:

- a. Bond provided in the amount of;
 - Performance Bond = 25% of contract
 - Payment Bond = 25% of contract

105. Reference Documents

105.1 Documents used in writing this specification are referenced in this Section. The design of the retaining wall system to be installed shall follow proven methodologies, unless another design can be justified, and comply with Federal, State or Local codes having jurisdiction.

- a. USACE, EM 1110-2-2504, 31 March 1994, "Design of Sheet Pile Walls"
- b. United States Steel, Steel Sheet Piling Design Manual, July 1984
- c. FHWA NHI-00-043 – Mechanically Stabilized Earth Walls and Reinforced Soil Slope Design and Construction Guidelines.
- d. Shoreline Steel Lightweight Sheet Piling Specification Sheet (ShorelineSteel.com)

105.2 Drawings/Sketches:

- a. See Attachment 1

106. Environmental Conditions

106.1 The dikes are made of clay and have issues with sloughing. Work from the top of the dike shall be performed when there is no chance for compromising the integrity of the dikes due to the weight of the equipment being used, or the saturated condition of the dike.

106.2 The pump house foundation is located on the side of the clay dike, with the area between the foundation and the retention pond sloped and narrow.

106.3 Access to the work site and laydown area around the work site is limited.

106.4 There are electrical power lines routed to the pump house.

107. Quality Assurance

107.1 Pre-Construction Meeting: As directed by The Village, prior to the start of construction, The Village, Engineering Firms (as needed), and Contractor may be requested to participate in a meeting at the site to review the wall construction requirements.

107.2 The Contractor shall examine the areas and conditions under which the retaining wall construction is to be performed and notify The Village in writing of conditions detrimental to the proper and timely completion of the Work.

107.3 Work shall be performed in accordance with this specification, construction drawings, design information provided to the Village by the Contractor, and approved by the Village, and installation requirements provided by the Village and/or Engineering Firm.

107.4 Materials and installation shall meet the requirements of this specification unless approval to deviate is obtained from the Village in advance and in writing.

- 107.5 The Village reserves the right to stop work at any time if it is determined that the Contractor is not working in a safe manner, or is in violation of Federal, State, or Local laws.
- 107.6 The Contractor shall promptly correct all deficiencies in retaining wall construction not found to be in compliance with this specification.

108. **Work Issues**

- 108.1 Prior to performing any Work, during any part of the Project, and prior to use of heavy equipment in the area of Work, the Contractor shall make a thorough field check at the job Site for the purposes of verifying existing conditions that may affect the Work. The Contractor's Work shall include a thorough investigation of the potential interferences and difficulties that it may encounter in the proper and complete execution of the Work, including the field location and identification of underground and above-ground utilities within and adjacent to the limits of the construction. The Installer shall advise The Village immediately of the discovery of any previously unknown conditions, including the existence of underground or above-ground utilities that may affect the timely and safe execution of the Work.
- 108.2 The Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials and obstacles, including underground or above-ground utilities, to be encountered insofar as this information is reasonably ascertainable from an inspection of the site (including field location and identification of the underground or above-ground utilities), as well as from information presented by the drawings and specifications made a part of the contract, the character and extent of existing work thereto, and any other work being performed thereon at the time of the submission of bids.
- 108.3 Should the Contractor fail to perform any of the obligations set forth above, Contractor's later plea of ignorance of existing or foreseeable conditions which create difficulties or hindrances in the execution of the Work will not be considered as an excuse for any failure on the part of the Contractor to fulfill in every detail the requirements of the Project Specification and the drawings, nor will such a plea be acceptable as the basis of a claim for additional compensation.
- 108.4 Utilities and structures within and adjacent to the Work area that cannot be relocated and are in operation during construction shall be protected and monitored in a method acceptable to The Village and the Utility provider.
- 108.5 While installing the retention pond wall, the pump motor will be de-energized and fuses pulled to prevent inadvertent start while the pump suction pipe is not installed. Should rain fall warrant, the suction pipe may have to be reinstalled to allow pump down of the retention pond which could impact the Contractor's work. This action will be required to minimize flooding of the lower lying areas of the Village. If this is a burdensome request, the Village will arrange to stage a portable diesel driven pump to mitigate this concern.

109. Delivery, Storage, and Handling

- 109.1 Storage and handling of construction materials and equipment shall be in accordance with Contractor's instructions and MIOSHA standards in a location designated by The Village.
- 109.2 The Village is not liable for any damage to, or theft of, construction equipment or material left at the job site or staging area(s).
- 109.3 Prevent excessive dredge materials from draining onto the Village roads during transport. Clean up as necessary.

110. Project Conditions

- 110.1 Contractor is responsible for controlling their equipment and performing their work in such a manner that it does not jeopardize the existing pump house foundation or structure, pump, or pump related equipment during construction.
- 110.2 Contractor is responsible for maintaining their equipment in good working order. Any fluids released shall be cleaned up immediately to prevent them entering the surrounding waters.
- 110.3 Work is being performed in a residential area in close proximity to private residences. In addition, there is limited access and staging area in the immediate vicinity of the pump house and dike.
- 110.4 Work will not be allowed during weather conditions that could result in excessive damage to the dike system.
- 110.5 Any determination of the electrical power to the flood control pump must be temporary, and able to be reconnected in an expeditious manner should operation of the pump be needed, unless other arrangements have been made to stage a portable pump.

111. Design Criteria

- 111.1 The retaining wall sections shall be able to withstand the loads and moments imposed upon the wall due to earthen loads, hydraulic loads, and live loads (i.e., truck, small crane, etc.) without buckling, kick out, or other type of failure.
- 111.2 The design shall include sufficient ground penetration to prevent kick-out of the bottom of the wall due to the imposed loading based on the type of soil.

PART 2 – PRODUCTS

201. Materials

- 201.1 Furnish permanent sheet piling conforming to ASTM A857, A690, A572 Gr. 50, or A328 Gr. A.
- 201.2 Unless specified otherwise, do not furnish used material for the bid.
- 201.3 The sections shall have a sufficient section modulus to prevent buckling, and is estimated to be equivalent to 5 gauge lightweight steel sheet piling or heavier on the canal side, and 1/4" or heavier on the retention pond side.
- 201.4 The sections shall be of sufficient length to prevent kick-out, and is estimated to be 28' lengths or longer for the pump house retention pond wall, and 15' for the canal side retaining wall. Provide justification if other lengths are being recommended.
- 201.5 Backfill material shall be provided by Contractor and support the function of the drainage system to be installed.
- 201.6 Base backfill material shall be clay, topped with geotech material and at least 6" of gravel to support proper drainage from the dike side of the retention pond wall. Provide sketch of proposed drainage system.
- 201.7 In addition, the backfill shall conform to all of the following requirements:
 - a. Clean sand and gravel shall be used as backfill for drainage.
 - e. Base backfill material shall be clay, if needed, and shall be compacted.
- 201.8 Backfill material not conforming to the requirements of this Section shall not be used without the written consent of both The Village and/or the Engineer Firm.

PART 3 – EXECUTION

301. Preparation

- 301.1 Prepare an execution plan to which all parties will agree (i.e. The Village, The Contractor, Engineering Firms(s), and the residents that are directly impacted).
- 301.2 Include in the execution plan the method to be employed for driving the sheet pilings in place (e.g., vibrating hammer, impact hammer, etc.). Identify expected noise levels to which residents in the vicinity will be subjected.
- 301.3 Also include in the execution plan how the pump will be returned to operable status in a timely manner should weather conditions warrant. Note that this assumes a portable pump is not to be staged.
- 301.4 Equipment:
 - a. Ensure the ground is stable in the area where the dredging or pile driving equipment will be placed.

- f. Minimize disruption to traffic flow as much as possible, operate all equipment in a safe manner, and install road barriers and signs as needed to protect the residents and Contractor employees.
- g. Clean any debris from the roads along the transportation route to the onsite storage area.
- h. Furnish a sheet pile driving system capable of driving the sheet piles to the required minimum tip elevation the plans show without undue damage to the sheet piles.

302. Safety

- 302.1 Do not begin installation until all parties have agreed to the execution plan.
- 302.2 Comply with MIOSHA standards.
- 302.3 Since the work is being performed along a live canal, and water from the retention pond is pumped into the live canal which is connected to Lake Erie via Swan Creek, no substances or materials detrimental to the environment shall be allowed to enter the waterways. Should a spill of such materials occur (e.g., hydraulic oil, fuel, etc.). Contractor shall have materials staged at the work site necessary to prevent entrance of such materials into the waterways and to perform an effective clean up.
- 302.4 The pump motor will be de-energized while the suction pipe is removed to prevent potential damage to the pump.

303. Contractor's Responsibility

- 303.1 Construct the retaining walls in accordance with the approved design drawings, sketches, and instructions.
- 303.2 Notify the Village prior to beginning work (i.e., bringing of equipment onto the Village roads), if total road blockage will be required, or if there will be an extended interruption in work (e.g., weather related stoppage).
- 303.3 Minimize disruption to traffic flow as much as possible, operate all equipment in a safe manner, and install road barriers and signs as needed to protect the residents and Village Maintenance employees. Parking on privately owned property is not allowed unless permission is obtained prior to the use of such property (Village will help with obtaining this permission if needed).
- 303.4 Perform the work only between the hours of 7:00 am and 9:00 pm to minimize disruption to the Village residents in compliance with Village Ordinance 1042.
- 303.5 Repair any damage to the clay dike, or other Village or Residential property impacted during work under this specification
- 303.6 Pass final inspection by the Village representative following completion of each phase of the specified work prior to receipt of payment requested.

304. Construction

304.1 Placement of Panels:

- a. Sheet pile panels shall be placed in a vertical orientation. Panels shall be handled in a safe manner during installation.
- i. As backfill material is placed behind the panels, the vertical panel joints shall be maintained in a plumb position by means of tie-backs, wale system (if installed), and a wall cap.
- j. Sheet piling should not be driven more than ¼ inch per foot out of plumb either in the plane of the wall or perpendicular to the plane of the wall. Do not damage sheet piles attempting to correct for misalignment.
- k. Remove and replace, or otherwise correct, sheet piles that are unacceptable.
- l. The top of the wall for the retention pond should be approximately 12" below the top of the pump house foundation.
- m. The top of the wall for the dike should at approximately elevation 578.0' NAVD.
- n. Cut off sheet piles at the elevations stated. Pile cut-offs become the Village's property. Drop-off the cut-offs in the location indicated by the Village.
- o. Cap the sheet pile walls.

304.2 Retention Pond Wall Drainage System

- a. Site grading shall be designed to route surface water around and away from the wall as much as possible.
- p. Drain piping, toe drain, should be located at the back of the rock drain field behind the retention pond wall as close to the bottom of the wall as allowed while still maintaining a positive gradient for drainage to daylight.
- q. The internal drainage system of the retaining wall is designed to remove incidental water that infiltrates into the soil behind the wall. Adequate storm water drainage systems are required to completely drain the area around the retaining wall structure.

304.3 Placement of tie-backs and wale system:

- a. At no time shall tie-backs be anchored to the pump house foundation.
- r. The design for the tie-backs and wale system (if installed) shall be as designed by the Contractor and approved by The Village or Engineering Firm.
- s. Tie-back rods shall be coated to protect from corrosion of the buried portions.

304.4 Backfill Placement:

- a. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the facing panels. Typically, granular fill is placed in thin lifts, with each lift compacted before the next is placed.

- t. Any wall elements which become damaged or disturbed during backfill placement shall be either repaired or replaced by the Installer at no additional cost to The Village.
- u. Care shall be exercised in the compaction process to avoid misalignment of the panels or damage to the attachment devices.

305. Cleanup

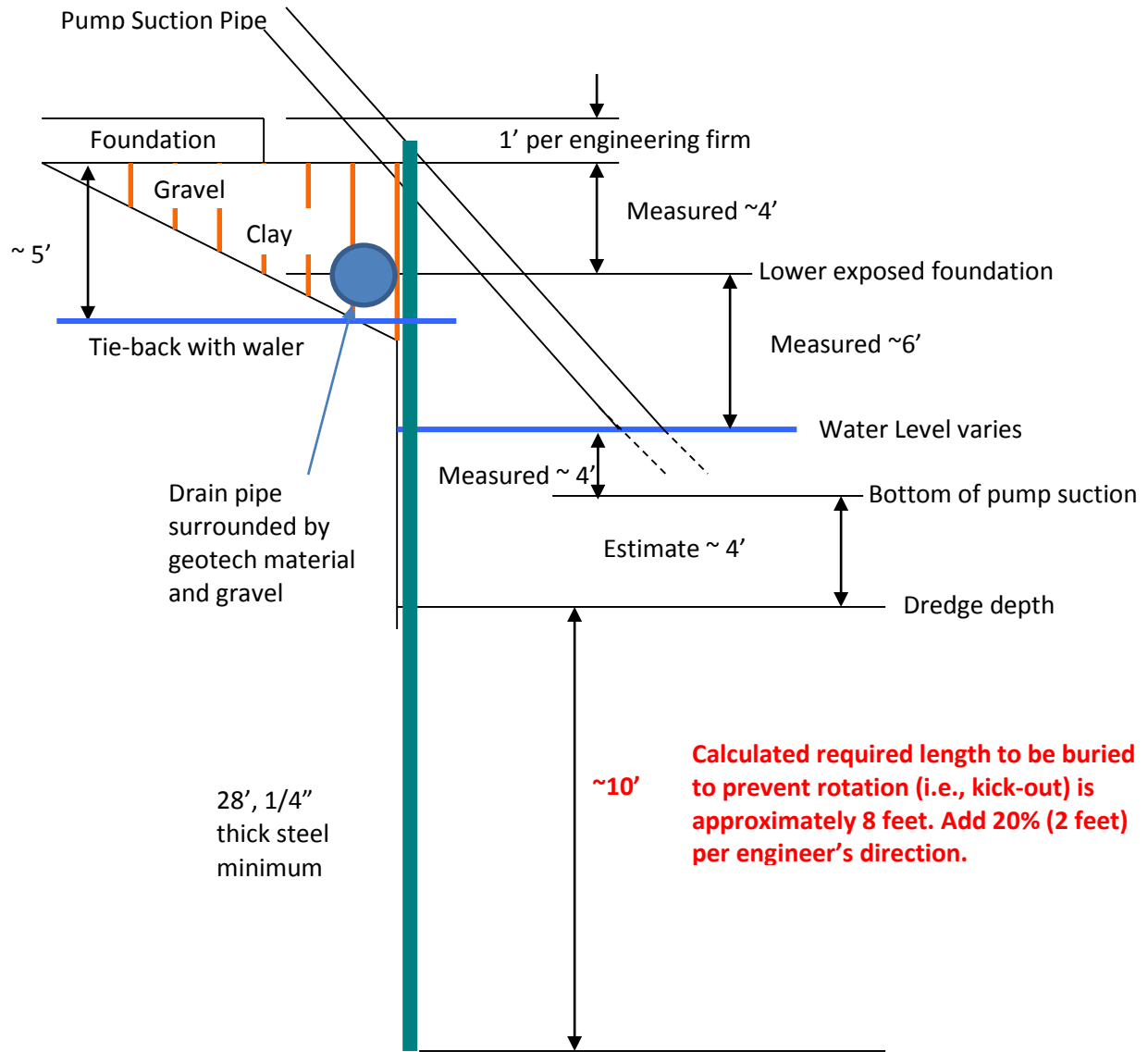
- 305.1 Contractor shall remove all of its equipment, spoils, and debris from the site. Disposal of all material shall be in accordance with state and federal regulations at an off-site location approved by The Village.
- 305.2 Contractor shall repair any damage to the clay dike, equipment laydown areas, or surrounding equipment caused by their construction activities.
- 305.3 Repair or compensate the Village, or Resident, for any damage incurred to Village or Private property during the performance of this work.
- 305.4 All sheet cut-offs are the property of the Village.

END OF SPECIFICATION

Attachment 1

Retention Pond Retaining Wall Field Measurements

(To be confirmed by Contractor)



Sketch not drawn to scale

Attachment 2

GoogleEarth Plan View

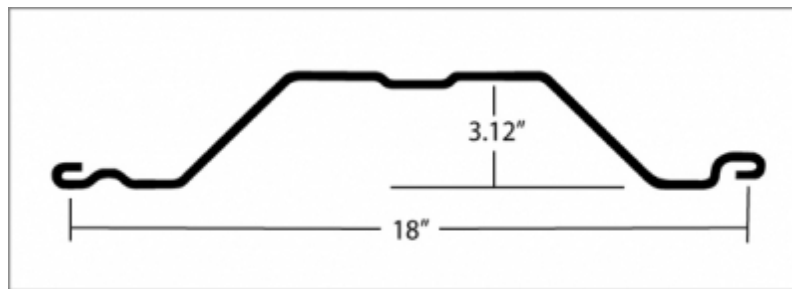


Attachment 3

Shoreline Steel Lightweight Sheet Piling Specifications

Lightweight Sheet Piling

Shoreline Steel offers these lightweight steel materials available in ASTM-A-857 / GR.33 & 36 / Bare or Galvanized finish. All of the listed lightweight sheet pilings are fully manufactured in the USA. All the lightweight sheet piling can be cut to the length you need it. The lightweight sheet piling can be used to prevent erosion to protect shores.



Lightweight Sheet Piling Cross Section

Central Section	Thickness	Weight	Weight	Sec. Mod.	Moment of Inertia	Coating Area
Gauge	Nominal	Lb/Square Ft.	Lb/Lineal Ft.	Inch ³ (Ft.Wall)	Inch ⁴ (Ft.Wall)	Sq.Ft/LF
10 - 10	.134	7.2	10.8	2.2	3.5	3.7
8 - 8	.164	8.8	13.2	2.62	4.2	3.7
7 - 7	.179	9.6	14.4	2.8	4.4	3.7
6 - 6	.194	10.5	15.8	3.0	4.9	3.7
5 - 5	.209	11.3	16.9	3.4	5.4	3.7

Attachment 4

Photographs



Dike Picture Looking North

Up to 440' wall to be installed on right side of picture



Looking Down into Retention Pond

Note: Larger pipe (closer) has been removed



Pump House Looking South along Dike

40' wall to be installed on right side of picture



Looking Down into Retention Pond

At rotted railroad tie wall