

February 14, 2018

## Addendum No. 2

Charter Township of Shelby

Smokestack and Old Venting Demolition and Removal Project  
Municipal Building

To all prospective Proposers and others concerned:

This ADDENDUM is intended to provide additional information to supplement the Request for Proposals, dated January 26, 2018. A revised Proposal Form is attached, which will be the only form accepted at the Proposal opening. The proposal opening has been changed to **February 27, 2018, 1:00 p.m.** at the Municipal offices.

This Addendum consists of 2 pages.

### GENERAL CLARIFICATIONS:

1. Notes from the pre-submittal meeting are attached to this addendum.
2. The environmental report is expected to be available by February 20. It will be posted on MITN as correspondence, and will also be posted on the Shelby Township website [http://www.shelbytwp.org/bid\\_opportunities/index.html](http://www.shelbytwp.org/bid_opportunities/index.html)
3. **A 5% Bid Bond will be required.** A standard form is attached.

Questions received in writing as of February 14, 2018:

*Will a Bid Bond be required?*

- As stated above, a 5% Bid Bond will be required.

*Are there any wage requirements?*

- No

*Will the Township require any permits?*

- A demolition permit must be obtained from the Shelby Township Building Department, however no fees will apply.

*Who is responsible for patching the breeching opening adjacent to the stack?*

- The contractor – refer to pre-submittal meeting notes.

*Are we to assume there will be no concrete removal or repair at the base of the stack?*

- No - refer to pre-submittal meeting notes.

*Has a start / stop point been determined inside of the mechanical room?*

- The limits of the venting removal were discussed and toured at the pre-submittal meeting. The venting is indicated on the photographs included with Addendum 1, or a viewing can be arranged by contacting the Parks, Recreation and Maintenance Department.

*We are responsible for asbestos sampling and testing. What is the procedure if the results come back positive?*

- As outlined in the pre-submittal meeting notes, the asbestos sampling and testing is now being completed by the Township. The results, and any procedures will be outlined in the report due to be issued February 20.

Attachments:

Revised Proposal Form

Pre-Submittal Meeting Notes

Pre-Submittal Meeting Attendance

Bid Bond Form

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**Charter Township of Shelby Parks, Recreation & Maintenance  
586 731 0300**

**Proposal Form  
Smokestack and Old Venting Demolition and Removal Project - Municipal Building  
52700 Van Dyke, Shelby Township MI 48316**

**Proposal Opening  
Tuesday, February 27, 2018 at 1:00pm**

**Addendum Acknowledgement(s)**

**Addendum 1 (February 1, 2018)** \_\_\_\_\_

**Addendum 2 (February 14, 2018)** \_\_\_\_\_

Smokestack and Old Venting demolition and removal using OSHA approved methods.

<b>ITEM</b>	<b>PROPOSAL AMOUNT</b>
Smokestack Demolition and Removal, Old Venting Removal (COMPLETE)	

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City & Zip Code \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**Shelby Township Smokestack and Venting Removal  
Pre-Submittal meeting  
February 7, 2018; 10:00 a.m.**

Parks Recreation and Maintenance Director Joe Youngblood opened the meeting at 10:00. He made brief introductions, and gave an overview of the project as follows:

The building was constructed in 1971. We have very little information on the actual construction of the smokestack, because the construction plans refer to construction by architectural trades, however there were no plans for the smokestack construction.

Joe outlined that the work must be completed on a Saturday. However, during the walk-through, it was determined that the smokestack demolition must take place on a Saturday, but the entrance can be closed for one week for the remainder of the work, including the bricking and venting removal. It is anticipated that the concrete work will be completed after March, however many contractors indicated that the concrete can be poured in the colder weather.

The smokestack / chimney had a new liner installed inside in 1996, with the installation of new boilers. It is believed that fuel oil was used for the boiler until about 1984, and then natural gas. It is unknown what type of fuel oil was used. Core and sample of the smokestack will be completed. It was also discussed that the paint on the outside of the smokestack be analyzed to determine the lead content. The core testing should note the thickness of the gunite within the stack.

The following items were discussed in an open question / answer format:

The masonry outside will be blocked up (concrete CMU on the inside), with brick to match as close as possible. Shelby Township will try to find out the name of the brick. The brick should be saw-toothed in.

Shelby Township will have an asbestos survey completed, and the results will be transmitted on MITN / Shelby Township website. If the survey and analysis of the asbestos, paint, and liner cannot be completed with sufficient time for contractors to complete the proposal preparation, the date will be extended.

The foundation for the smokestack shall be taken down below grade to provide base, and pour 6 inch slab. It appears that the surrounding sidewalk is all six inch depth. It was determined that the entire flag should be removed to joint.

The concrete walk leading to the smoke stack from the parking lot was discussed. It will be the responsibility of the contractor to replace any concrete damaged from their work. The amount of concrete work overall should be considered in the contractor's proposal, and no extra payment will be made for concrete.

There is a bracket to the roof of the building, likely to stabilize the smokestack. If the bracket is flashed in, the bracket should be cut, primed and painted. There should be no disturbance to the flashing.

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Charter Township of Shelby Township  
 Smokestack Old Venting Demolition & Removal Project  
 Pre-Submittal Viewing - Wednesday, February 7, 2018 @ 10:00am

By signing below, I indicate that I did attend the scheduled walk thru for the above referenced bid.

Company Name	Representative	Phone #	Email Address
UNIVERSAL CONSOLIDATED ENTERPRISES	BRAD WOLFBAUER	586-248-2250	UNIVERSALCONSOLIDATED@ COMCAST.NET
Able Demolition	Jake Koresky	586-997-3366	jake@abledemo.net
Ahera Contracting Inc	James Ahera	810343-0403	Aheracontracting@yale.com
STE Construction FRANK Richter	F. E. Richter	586-468-1135	frankrichter@sbcglobal.net
STE Construction Jason Richter	Jason Richter	(586) 468-1135	jrictter001@sbcglobal.net
Homrich	Tim Niethold	734 720 9165	Timn@homrich.com



**BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER:  
Charter Township of Shelby  
52700 Van Dyke  
Shelby Township, MI 48316

BID  
Proposal Due Date: February 27, 2018  
Charter Township of Shelby Smokestack and Old Venting Removal Project

BOND  
Bond Number:  
Date:  
Penal Sum: \_\_\_\_\_  
(5% of Proposal Amount) (Words) (Figures)

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

BIDDER

SURETY

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Surety's Name

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Witness: \_\_\_\_\_  
(Signature)

Witness: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)



Notes:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - a. If there is no such next Bidder, and owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - b. In no event shall Bidder's and Surety's obligation hereunder exceed 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 (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents or
3. This obligation shall be null and void if:
  - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents or
  - b. All Bids are rejected by Owner, or
  - c. 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).
4. Payment under this Bond will be due and payable upon default by 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 any and 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 total time for issuing Notice of Award including extensions 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 on 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 state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on 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 be attached 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 this Bond conflicts with any applicable statutes, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.