

Gregg
Miller
Nash
Suma
Wiley

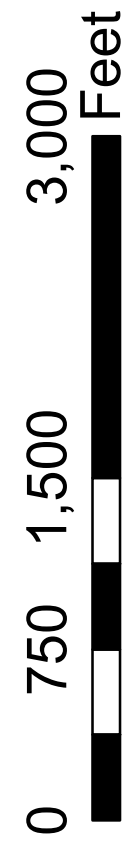
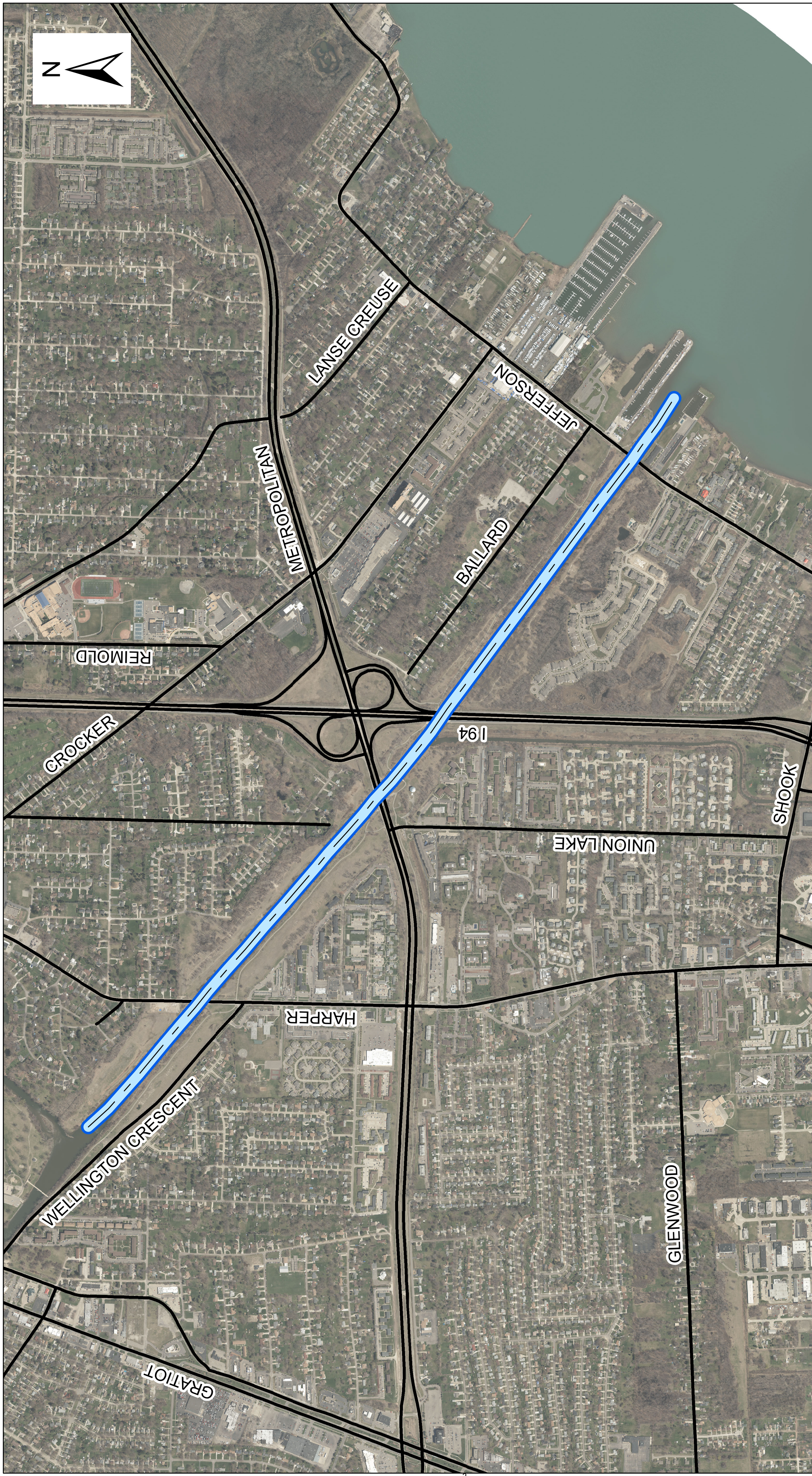
CLINTON RIVER SPILLWAY
INTER-COUNTY DRAINAGE BOARD
MARCH 26, 2024
10:00 A.M.
AGENDA

**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE OPTION
FOR PUBLIC**

**Call in Number: 1-262-314-8184
Access Code: 868 992 695**

| | Page |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1. Call of meeting to order and roll call | |
| 2. Approval of Agenda | |
| 3. Approval of Minutes of meeting of October 18, 2023 | 3 |
| 4. Public Participation | |
| 5. Project Updates - Jeff Bednar (verbal) | |
| 6. State High Water Grant Project - Weir SCADA Integration Proposal – Vince Astorino/Jeff Bednar | 6 |
| Motion: To approve the Clinton River Spillway Weir SCADA integration proposal from Colville Electric for \$151,077.50 and to authorize the Board Secretary to execute the contract. | |
| 7. Consideration for approval of invoices (see attached) | 20 |
| 8. Financial Update – Bruce Manning | 21 |
| 9. Other Business | |
| 10. Adjourn | |

CLINTON RIVER SPILLWAY LAPEER, MACOMB, OAKLAND, & ST CLAIR COUNTIES



Drain Length (Feet/Miles):
11,281.34 / 2.14

Legend

- Open Channel
- Ditch
 - Pond

A meeting of the Inter-County Drainage Board for the **CLINTON RIVER SPILLWAY DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham, Clinton Township, Michigan on October 18, 2023.

PRESENT: Michael Gregg, Chairman
Michigan Department of Agriculture & Rural Development

Candice S. Miller, Secretary
Macomb County Public Works Commissioner

Anne Vaara, Member
Oakland County Water Resources Deputy Commissioner

EXCUSED: Joe Suma, Member
Lapeer County Drain Commissioner

Robert Wiley, Member
St. Clair County Drain Commissioner

VIA TELEPHONE: Jamie Burton, HRC; Vince Astorino, Operations & Flow Manager; Danielle Devlin, Environmental Specialist

ALSO PRESENT: Brian Baker, Chief Deputy; Jeff Bednar Environmental Resources Manager; Norb Franz, Communications Manager; Bruce Manning, Financial Manager; Pamela Sonnenberg, Administrative Assistant; Tom Stockel, Construction Supervisor; Steve Korth, Manager Oakland County Water Resources

The Chairman called the meeting to order at 10:10 a.m.

A motion was made by Ms. Vaara, supported by Ms. Miller to approve the agenda as presented.

Adopted: YEAS: 3
NAYS: 0

The minutes of the meeting of September 20, 2023, were presented. A motion was made by Ms. Vaara, supported by Ms. Miller to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Bednar presented on the Clinton River Spillway/Climate Resiliency project engineering proposals. HRC and Drummond Carpenter are the two firms named as contractors in our State High Water Infrastructure 2023 Grant. The total budgeted amount for these services is \$280,000. Mr. Burton said that the two companies will work together to minimize overlap. He said that this project will not be immediate action to start, but rather will begin and build over time. Construction will probably be in early 2025 or late 2024 except for the weir, which will be done as soon as possible.

Mr. Gregg asked what Drummond Carpenter would provide that HRC doesn't already provide internally. Mr. Burton said that Drummond Carpenter is better at climate resiliency in the master planning as it relates to the basis of design, which is the focus of the resiliency part of this grant. Also, they have more resources and more capacity. That will be their predominant role. HRC will do the designs, they've done preliminary designs already that will have to be modified. HRC will be the lead on the final design, plans, specs, and construction. Drummond Carpenter will do the landscape; they have a great green infrastructure resume. Mr. Burton feels like they share a good relationship, so it will make a good partnership.

Mr. Korth requested a quick refresher on this project. Mr. Burton said that NOAA funded the planning and design of the original large-scale assessment. Part of that includes climate resiliency and climate adaptability. We have a lot of data that has occurred in the last 13 years. Within that time period, we have had the highest and lowest lake levels in 40 years, 4 years apart. As the Corps evaluates the river and why we want the weir operational, the analysis will be the biggest update to the basis of the design, in relationship to the planning assistance. Drummond Carpenter will be a sub-contractor to HRC.

A motion was made by Ms. Miller, supported by Ms. Vaara to approve the engineering proposals for the Clinton River Spillway High Water/Climate Resiliency project from HRC and Drummond Carpenter for an amount not to exceed \$140,000 each for a total of \$280,000, to be signed by the Secretary.

Adopted: YEAS: 3
NAYS: 0

Mr. Baker presented the 2024 meetings calendar.

A motion was made by Ms. Miller, supported by Ms. Vaara to approve the 2024 meetings schedule.

Adopted: YEAS: 3
NAYS: 0

The Chairman presented the invoices totaling \$2,345.00 as provided to the Board for review and approval.

A motion was made by Ms. Vaara, supported by Ms. Miller to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0

A motion was made by Ms. Miller, supported by Ms. Vaara to receive and file the financial report presented by Mr. Manning.

Adopted: YEAS: 3
NAYS: 0

Mr. Baker said that the County is working on getting some grants for wayfinding signs. The County will approach Harrison Township and Clinton Township to see if they are willing to help fund. We may request a letter of support from this Board.

There being no further business, it was moved by Ms. Vaara, supported by Ms. Miller that the meeting of the Clinton River Spillway Inter-County Drainage Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at approximately 10:42 a.m.



Candice S. Miller, Secretary
Clinton River Spillway Inter-County Drainage Board

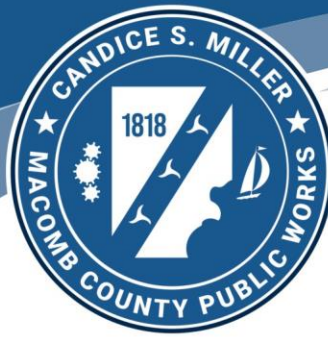
STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Inter-County Drainage Board for the Drainage District shown on the attached set of Minutes, on October 18, 2023. The original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller, Secretary
Clinton River Spillway Inter-County Drainage Board

DATED: 10/18/23



TO: Clinton River Spillway Drain Drainage District Board Members

FROM: Vincent Astorino, Operations Director

DATE: March 18, 2024

RE: Clinton River Spillway Weir SCADA Integration Project – Construction Board Recommendation

In 1949, the United States Army Corps of Engineers (USACE) constructed the Clinton River Spillway to alleviate flooding concerns within the Clinton River Watershed. At that time a fixed-crest weir was installed near the mouth of the newly created cutoff channel. This fixed weir was supposed to keep all of flow within the natural river during low flow conditions; however, 78% of the low flow went down the Spillway channel. As a result, water quality was impacted downstream of the weir, fishery runs became concentrated in the Spillway, lack of flow created issues at the Mt. Clemens wastewater treatment plant discharge, and sedimentation increased. In 1997, the existing weir was replaced with an adjustable inflatable crest plate weir to better address the base flow needs of the Clinton River.

Since 2015, the adjustable weir, has been maintained but not in everyday operational use. It is unknown how often it was operated before that point. To start operating the weir, integrated controls will need be installed in order to properly maintain flows through the two branches. MCPWO proposed to leverage its current state-of-the-art Supervisory Control and Data Acquisition (SCADA) system to bring in remote viewing and operational controls to the weir. To accomplish this, a Programmable Logic Controller (PLC), automated valves, level sensors, and cameras will be installed to allow visibility remotely. An operational program will need to be developed and as a starting point, the USACE base program can be used to program into the PLC to control the site automatically. Operators stationed at the 24/7 Chapaton Pump Station will also have visibility to the weir and its controls and will be able to manually interject and modify the operation at any time.

The Clinton River Spillway Drain Drainage District (CRSDDD) was awarded a State high water infrastructure protection grant from the Department of Environment, Great Lakes, and Energy (EGLE) in the total project amount of \$1,792,578.43. Phase 1 of that project consists of adding controls to the spillway weir so that it can be properly utilized to manage flows through the Spillway and Clinton River.

A design package for this effort was put together by HRC and MCPWO. Once completed, the design package was posted to the Michigan Inter-Governmental Trade Network (MITN) on February 22, 2024, so that public bids could be solicited. Thirty (30) vendors picked up the design package. Bidders were

instructed to prepare their bids as part of a Qualifications Based Selection (QBS) package and a two-envelope system with qualifications in one and cost in the other were to be provided.

Bids were received on March 14, 2024, and one bid was received for this design package. The single bidder was Colville Electric. MCPWO and HRC performed a review of the bidder qualifications all requirements were met.

Once qualifications were reviewed and the team was satisfied then costs were opened. The lump sum bid cost provided by Colville Electric was \$151,077.50. The projected cost for this work was \$150,000. The bid price is less than 1% over the projected cost and this cost can easily be made up with MCPWO running construction administration of the project. All costs were inline with the expected costs for the project.

The grant covers \$1.5 million towards the total project cost of \$1,792,578. The \$292,578 in required local match includes \$112,578 of staff in-kind services and a \$180,000 Spillway contribution (approved at our September 20, 2023 meeting) of which \$151,077.50 will be used to fund this award.

Colville Electric has worked with MCPWO for a long time and is a trusted vendor for the County. Colville has always performed well on every project they have been provided and MCPWO has full confidence that they will be able to complete this project above expectations and within the proposed cost.

MCPWO is recommending to award the Clinton River Spillway Weir SCADA Integration project to Colville Electric in the amount of \$151,077.50.

Attachments: HRC Recommendation Letter Dated 03-18-24
Colville Electric Bid Form



March 18, 2024

Clinton River Intercounty Drain Drainage Board
c/o Macomb County Public Works Office
21777 Dunham Rd.,
Clinton Twp, MI 48036

Attn: Mr. Vincent Astorino, Operations Director

HRC Job No. 20221060

Re: Letter of Recommendation for Award
SCADA Clinton River Spillway

Dear Mr. Astorino,

We have reviewed the bids received March 14, 2024, for the above-referenced project. A total of one (1) bid was received. The bid tabulation is attached. The apparent low bidder was **Colville Electric Co., LLC.** of Eastpointe, Michigan with a total bid of **\$151,077.50.**

Colville Electric Co., LLC. has submitted satisfactory references and supporting documents including references, key personnel resumes and a preliminary schedule. Colville Electric Co., LLC. has demonstrated ample experience with the work included in this project.

Based on the above, HRC recommends award of the contract to Colville Electric Co., LLC, 23416 Gratiot Ave., Eastpointe, MI 48021 in the amount of **\$151,077.50.** subject to the submission of the necessary bonds and insurance, which comply with the contract specifications.

If you have any questions or need additional information, please feel free to contact me at our offices.

Sincerely,

HUBBELL, ROTH & CLARK, INC.



Nancy J. Kolinski, P.E.
Senior Project Engineer

Attachment: Bid Tab

pc: HRC; Jamie Burton, P.E.
EGLE

BID TABULATION

Bids Due: 3/14/2024
HRC Job # 20221060

CLINTON RIVER SPILLWAY-SCADA
CLINTON RIVER SPILLWAY INTERCOUNTY DRAIN DRAINAGE BOARD

Colville Electric Co., LLC
23416 Gratiot Ave
Eastpointe, MI 48021
586-774-9110

| Item | | Quantity | | Unit Price | Total Cost |
|------------------|------------------------------------------------------|----------|-----|----------------|----------------------|
| 1 | Mobilization (Max 5%) | 1 | Ls | \$ 5,840.00 | \$ 5,840.00 |
| 2 | Conduits, Furnish & Install | 1 | Ls | \$ 15,483.00 | \$ 15,483.00 |
| 3 | Pneumatic System Evaluation | 1 | Ls | \$ 15,940.00 | \$ 15,940.00 |
| 4 | PLC Panel, Furnish & Install | 1 | Ea | \$ 43,987.00 | \$ 43,987.00 |
| 5 | Stilling Wells, Furnish & Install | 1 | Ea | * \$ 19,648.00 | \$ 19,648.00 |
| 6 | Cameras, Furnish & Install | 1 | Ea | * \$ 12,462.00 | \$ 12,462.00 |
| 7 | Lighting, External & Internal, Furnish & Install | 1 | Ls | \$ 4,896.00 | \$ 4,896.00 |
| 8 | Electric Unit Heater & thermostat, Furnish & Install | 1 | Ea | \$ 1,468.00 | \$ 1,468.00 |
| 9 | Controls and Appurtenances, Furnish & Install | 1 | La | \$ 3,940.00 | \$ 3,940.00 |
| 10 | Security Measures, Furnish & install | 1 | Ls | \$ 14,351.00 | \$ 14,351.00 |
| 11 | Restoration | 650 | Syd | * \$ 16.25 | \$ 10,562.50 |
| 12 | Permit Allowance | 2500 | Dlr | \$ 1.00 | \$ 2,500.00 |
| TOTAL BID | | | | * | \$ 151,077.50 |

*quantities revised to reflect contractor bid quantities

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Clinton River Spillway Intercounty Drain Drainage Board**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

- 1. Lump Sum Price (Single Lump Sum)

| | |
|--------------------|--------|
| Lump Sum Bid Price | \$ n/a |
|--------------------|--------|

- 2. Lump Sum Price (Base Bid and Alternates)

| | |
|------------------------------------------|--------|
| Lump Sum Bid Price for Base Bid | \$ n/a |
| Alternate A [Add] [Deduct] | \$ n/a |
| Alternate B [Add] [Deduct] | \$ n/a |

- 3. Lump Sum Price (Sectional Lump Sum Bids)

| | |
|----------------------------------------|--------|
| Lump Sum Bid Price for Section I only | \$ n/a |
| Lump Sum Bid Price for Section II only | \$ n/a |

| | |
|-----------------------------------------|--------|
| Lump Sum Bid Price for Section I and II | \$ n/a |
|-----------------------------------------|--------|

- B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

| | |
|--------------------------------------------|--------|
| Lump Sum for Cash Allowance 1 | \$ n/a |
| Lump Sum for Cash Allowance 2 | \$ n/a |
| Lump Sum for Cash Allowance 3 | \$ n/a |
| Total for all Lump Sum for Cash Allowances | \$ n/a |

- C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

| | |
|-----------------------------------------------|--------|
| Lump Sum Contingency Allowance 1 | \$ n/a |
| Lump Sum Contingency Allowance 2 | \$ n/a |
| Lump Sum Contingency Allowance 3 | \$ n/a |
| Total for all Lump Sum Contingency Allowances | \$ n/a |

3.02 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price \$ | Bid Amount \$ |
|-----------------------------------|------------------------------------------------------|------|--------------------|-------------------|---------------|
| 1 | Mobilization (5% max) | Ls | 1 | 1 | 5840.00 |
| 2 | Conduits, Furnish & Install | Ls | 1 | 1 | 15483.00 |
| 3 | Pneumatic System Evaluation | Ls | 1 | 1 | 15940.00 |
| 4 | PLC Panel, Furnish & Install | Ea | 1 | 1 | 43987.00 |
| 5 | Stilling Wells, Furnish & Install | Ea | 2 | 1 | 19648.00 |
| 6 | Cameras, Furnish & Install | Ea | 3 | 1 | 12462.00 |
| 7 | Lighting, External and Internal, Furnish & Install | Ls | 1 | 1 | 4896.00 |
| 8 | Electric Unit Heater & Thermostat, Furnish & Install | Ea | 1 | 1 | 1468.00 |
| 9 | Controls and Appurtenances, Furnish & Install | Ls | 1 | 1 | 3940.00 |
| 10 | Security Measures, Furnish & Install | Ls | 1 | 1 | 14351.00 |
| 11 | Restoration | Syd | 650 | 16.25 | 10562.50 |
| 12 | Permit Allowance | Dlr | 2500 | 1.00 | 2500.00 |
| Total of All Unit Price Bid Items | | | | \$ | 151,077.50 |

- B. Bidder will perform the following Alternatives Work at the indicated unit prices:

1. ALTERNATE A BID –

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|-----------------------------------------------|-------------|------|--------------------|----------------|------------|
| | | | | | |
| | | | | | |
| Total of All ALTERNATE A Unit Price Bid Items | | | | | \$ |

C. Bidder will perform the following Alternatives Work at the indicated unit prices:

1. ALTERNATE B BID

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|-----------------------------------------------|-------------|------|--------------------|----------------|------------|
| | | | | | |
| Total of All ALTERNATE B Unit Price Bid Items | | | | | \$ |

D. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Base Bid Price (Lump Sum and Unit Prices)*

| | |
|------------------------------------------------------------------|----|
| Total Base Bid Price (Total of all Lump Sum and Unit Price Bids) | \$ |
|------------------------------------------------------------------|----|

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

| Addendum Number | Addendum Date |
|-----------------|---------------|
| #1 | 03/06/2024 |
| | |
| | |

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

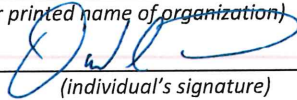
BIDDER hereby submits this Bid as set forth above:

Bidder:

Colville Electric Co., LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

David Colville

(typed or printed)

Title:

Member

(typed or printed)

Date:

March 11, 2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Jennifer Colville

(typed or printed)

Title:

Controller

(typed or printed)

Date:

March 11, 2024

(typed or printed)

Address for giving notices:

23416 Gratiot Ave, Eastpointe, MI 48021

Bidder's Contact:

Name:

David Colville

(typed or printed)

Title:

Member

(typed or printed)

Phone:

586.774.9110

Email:

Dave@ColvilleElectric.com

Address:

23416 Gratiot Ave, Eastpointe, MI 48021

Bidder's Contractor License No.: (if applicable) 6112921

BID BOND
(Percentage)

Bond Number: 72626663


KNOW ALL PERSONS BY THESE PRESENTS, That we Colville Electric Co. LLC of 23416 Gratiot Ave., Eastpointe, MI 48021, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto CLINTON RIVER SPILLWAY INTERCOUNTY DRAIN DRAINAGE BOARD of 21777 DUNHAM ROAD, CLINTON TOWNSHIP, MI 48036, hereinafter referred to as the Oblige, in the sum of Five % of the Amount Bid (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for Clinton River Spillway Weir-Scada Implementation For Climate Resiliency Harrison Township, MI.

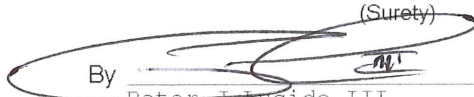
NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 20th day of March, 2024.

Colville Electric Co. LLC
(Principal)

By  (Seal)

Western Surety Company
(Surety)

By  (Seal)
Peter J Lucido III
Attorney In Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72626663

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Peter J Lucido III

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Colville Electric Co. LLC

Obligee: CLINTON RIVER SPILLWAY INTERCOUNTY DRAIN DRAINAGE BOARD

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72626663 is not issued on or before midnight of June 20th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

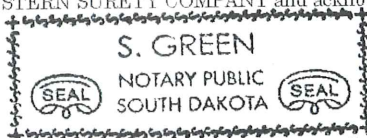
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 20th day of March, 2024.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



WESTERN SURETY COMPANY
Larry Kasten
Larry Kasten, Vice President

On this 20th day of March, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Green
Notary Public - South Dakota

My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of March, 2024.

WESTERN SURETY COMPANY
Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



ADDENDUM NO.1
TO THE SPECIFICATIONS FOR
REQUEST FOR STATEMENTS OF QUALIFICATIONS
CLINTON RIVER SPILLWAY INTERCOUNTY DRAIN DRAINAGE DISTRICT
CLINTON RIVER SPILLWAY WEIR – SCADA IMPLEMENTATION FOR CLIMATE RESILIENCY
CLINTON TOWNSHIP, MI
MACOMB COUNTY, MICHIGAN

ISSUED: March 6, 2024

HRC Job No. 20221060

This Addendum is issued prior to receipt of Bids to provide for certain changes and clarifications to the Specifications and Plans. This is hereby made a part of the Contract Documents and shall be taken into consideration in preparing bid proposals. All other conditions shall remain the same. **The Bidder shall acknowledge the receipt of this Addendum by signing below, including this addendum sheet with their proposals, and completing the Addenda section on page 1 of the Section 00 41 00 Bid Form of the project specifications.** Failure to include a signed Addenda in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

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

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 13 ADVERTISEMENT

BID SUBMITTAL:

• **LOCATION AND TIME**

- Electronic submittal of bids will **NO** longer be accepted.
- Deliver bids to: **Chapaton Pump Station, 23001 E. 9 Mile Road, St. Clair Shores, MI 48080**
- Revise submittal time from 5:00 pm to **2:00 pm**
- Submittal date remains the same Thursday, March 14, 2024

• **FORMAT**

- Submit one copy of bid in two envelopes - Submit QBS documentation and Bid Form/Bid Bond (Costs) separately label respectively. QBS documentation as listed in Section 18.04(C) of 00 21 13 Instruction to Bidders includes:
 - Debarment Certification
 - Iran Linked Business Certification
 - Complete Section 00 45 13 Bidders Qualifications
 - Submit Attachments as required in Article 9 of 00 45 13 Bidders Qualifications
- Bids will be evaluated as defined in Section 18.04(D) of 00 21 13 Instruction to Bidders with cost opened separately.

00 45 15 DAVIS – BACON/ PREVAILING FEDERAL WAGE RATES

- Wage Determination remain unchanged

SPECIFICATIONS ISSUED UNDER THIS ADDENDUM

- Specs unchanged

SUMMARY

Addendum No. 1 has been issued to clarify, modify, and add additional items to the original Bid Package. The Contractor shall acknowledge receipt of Addendum No. 1 by signing in the location provided below and incorporating Addendum No. 1 with the submission of this bid and acknowledgement on page 1 of the Proposal. Failure to include Addendum No. 1 and its attachments may result in rejection of the bid.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Nancy J. Kolinski, P.E.
Associate

Attachments; none


pc: MCPWO; Mr. Vincent Astorino
All Prospective Bidders

Received and Acknowledged By:

Company: Colville Electric Co., LLC

Printed Name: David Colville

Title: Member

Signature: 

Date: 3/12/2024

| <u>Funding Source</u> | <u>Apportionment</u> | <u>Manager</u> | <u>Vendor</u> | <u>Amount</u> | <u>Invoice Detail</u> | <u>Project Summary</u> | <u>Project Balance</u> |
|------------------------|----------------------|----------------|----------------------------|---------------|------------------------------|------------------------|------------------------|
| Clinton River Spillway | Chapter 21 | | | | | | |
| | | Acciavatti | Cross Brothers Excavating | \$ 810.00 | Invoice #6739 - 10.23.23 | Drain Maintenance | |
| | | Acciavatti | Cross Brothers Excavating | \$ 660.00 | Invoice #6726A - 10.13.23 | Drain Maintenance | |
| | | Acciavatti | Cross Brothers Excavating | \$ 840.00 | Invoice #6470 - 03.14.23 | Drain Maintenance | |
| | | Acciavatti | MGM Dumpsters | \$ 643.38 | Invoice #42X00057 - 02.29.24 | Dumpster Hauling | |
| | | Bednar | PLM Lake & Land Management | \$ 4,481.50 | Invoice #4004900 - 10.02.23 | Phragmites Treatment | |
| Total | | | \$ 7,434.88 | | | | |

YTD Trial Balance

Fund: Clinton River Spillway

As of Fiscal Period: Oct 1, 2023-Feb 29, 2024

| | O&M Balance 9/30/2023 | O&M | TOTAL 2/29/2024 |
|----------------------------|--------------------------------------|----------------|----------------------------|
| Cash - Operating | 320,316 | (8,535) | 311,781 |
| Accounts Receivable | | | 0 |
| Assets | | | 0 |
| Liabilities | | | 0 |
| Revenues | | | 0 |
| Expenditures | | 8,535 | 8,535 |
| | | | |
| Equity | 320,316 | | 311,781 |
| | | | |