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## ADDENDUM NO. 1 2023 SIDEWALK/PATH PROGRAM **CITY OF BERKLEY**

ISSUED: March 23, 2023 HRC Job No. 20220933

### INTENT:

This Addendum No. 1 is issued prior to receipt of bids to provide for certain changes and clarifications to the specifications and/or the plans, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. The General Conditions and Specifications for the original work and the Contract Drawings are to govern this work unless otherwise revised herein. All other conditions remain the same.

The Bidder shall acknowledge the receipt of this Addendum on Page 00300/5 of the Proposal.

## ADDENDUM NO. 1 **GENERAL**

## Specification Changes

- 1. **Section 00300 Proposal:** (Reissued)
  - a. Division I Coolidge Highway
    - i. Removed Item #2 Erosion Control, Silt Fence
  - b. Division II Jaycee Park
    - i. Added Item #10 Aggregate Base, MDOT 21AA. This item shall be used for restoration of the concrete pavement associated with installation of the water and sanitary leads, as well as the base material for the concrete knee walls. See new pavement restoration detail.
    - ii. Added Item #11 Conc Pavt w/ Integral Curb, Nonreinf, 7 inch. This This item shall be used for restoration of the concrete pavement associated with installation of the water and sanitary leads.
    - iii. Item #13 Sanitary Sewer Lead, PVC, 6 inch, Trench Det A2 clarified trench detail. See updated detail sheet DT-1.
    - iv. Added Item #14 Sewer Cleanout, 6 inch.
  - c. Division III Oxford Park
    - i. Item #4 changed from "Aggregate Base, 4G, 4 inch" to "Aggregate Base, MDOT 21AA, 6 **inch**" to match the detail shown on the plans.
  - d. Project Start Date Due to current fiscal year budgeting, the project must commence by May 15th, 2023. This has been revised in the proposal.
  - Project Completion The project must be substantially completed by August 1st, 2023, with final completion by August 15th, 2023. Liquidated damages will begin on August 16th, 2023. These dates have been revised in the proposal.
- 2. Section 01220 Bid Item Description: (Reissued)
  - a. Added bid item description for "Aggregate Base, MDOT 21AA Ton"
  - b. Updated description for "Concrete Knee Wall Cyd" to clarify that the bid unit price includes the rebar, ISO joint, excavation, and all other items necessary to install the knee walls in accordance with the details in the drawings. The aggregate base will be paid separately as "Aggregate Base, MDOT 21AA - Ton".
  - c. Added bid item description for "Conc Pavt w/ Integral Curb, Nonreinf, 7 inch Syd"
  - d. Added bid item description for "Water Service Lead, Complete, Poly, 1.5 inch"



- e. Added bid item description for "Sanitary Sewer Lead, PVC, 6 inch Lft"
- f. Added bid item description for "Sanitary Sewer Cleanout, 6 inch Ea"

### Plan Changes

- 1. **DT-1** (Reissued)
  - a. Added pavement restoration detail for Phillips Ave.
  - b. Added tie-in to existing pavement detail for Phillips Ave.
  - c. Added trench detail for sanitary sewer lead.

## Responses to Submitted Bidder Inquiries:

**QUESTION**: Will we be responsible for completing the water and sewer taps, or will the city do the taps at the mains? **RESPONSE**: The contractor will be responsible for the water and sewer taps.

**QUESTION**: Are the depths of the water and sewer mains known?

**RESPONSE**: The water main depth is unknown but is likely 5-6 feet in depth. The combined sewer depth is approximately 9 feet at the connection location.

QUESTION: Can we do open cut across the road for the sewer or is directional boring required?

**RESPONSE**: Open cut and directional boring are both acceptable methods of installation. All costs for the contractor's proposed method of installation must be included in the bid unit price for the sewer tap.

**QUESTION**: Does the water service lead need a valve box?

**RESPONSE**: The pay item "Water Service Lead, Complete, Poly, 1.5 inch" includes all items required to install the water service lead from the main to the future connection point, including the valve box, water main tap, and all other fittings.

**QUESTION**: Is there pavement that needs to be removed on Phillips Avenue to perform the work for the sanitary sewer? **RESPONSE**: Yes, pay items for aggregate base and concrete pavement with integral curb have been added to the proposal. Sawcutting, pavement removal, and excavation shall be included in the bid unit price of the sanitary sewer lead/water service bid items.

**QUESTION**: Can we close one lane of Coolidge Highway? And if so, do we need to re-open each night or cannot remain closed?

**RESPONSE**: One lane of Coolidge Highway may be closed during construction each day, however, the lane must be re-opened each night.

**QUESTION**: Will HRC be staking all three (3) sites?

**RESPONSE**: Yes, HRC will provide field layout for all three (3) project sites.

#### Summary:

This Addendum No. 1 has been issued in order to clarify, modify, and add additional items to the original Bid Package. The Contractor shall acknowledge receipt of this Addendum No. 1 by signing in the location provided below and incorporating this Addendum No. 1 with the submission of his bid.

Failure to include Addendum No. 1 and its attachments may result in rejection of the bid.





Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Edward Zmich Project Manager

Attachments: Section 00300 - Proposal, 01220 - Bid Item Description, DT-1

pc: All Prospective Bidders

City of Berkley; Theresa McArleton, Parks & Recreation Director; Shawn Young, DPW Director

HRC; R. Alix, File

Accepted:		
Company:		
Signature:	_	
Printed Name:		
Γitle:		
Dated:		

# PROPOSAL FOR 2023 SIDEWALK/PATH PROGRAM CITY OF BERKLEY OAKLAND COUNTY, MICHIGAN

City of Berkley 3338 Coolidge Highway Berkley, MI 48072 Bids Due: Monday, March 27th, 2023 On or Before 11:30 am, Local Time HRC Job No. 20220933

To Prospective Bidders:		
Name of Bidder:		
Address:		
Date:	Telephone:	Fax:

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the City of Berkley, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed 2023 Sidewalk/Path Program and appurtenant construction in the City of Berkley, Oakland County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said 2023 Sidewalk/Path Program, and appurtenant work, and agrees to contract with the City of Berkley to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Berkley, in strict accordance with the Owner's General Conditions, and with the full intent of the

Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

Work for this project is separated into three (3) divisions scheduled to be completed at and within the following locations and limits:

- Division I Coolidge Highway Sidewalk Replacement
- Division II Jaycee Park Path Improvements
- Division III Oxford Park Path Extension

Division I includes the removal and replacement of an existing 5' wide concrete sidewalk with a 8' wide concrete sidewalk along the east side of Coolidge Highway north of 12 Mile Road to the City limits. There is a Division I, Alternate that specifies 8' wide HMA sidewalk in lieu of concrete. Division II includes the removal and replacement of a 6' wide concrete path in Jaycee Park along with the construction of new ADA-compliant sidewalk ramps. Division III consists of the construction of an HMA Path Extension to Oxford Road along with additional HMA paths to connect park features and a rain garden in Oxford Park. All the Divisions, including the Alternate, must be quoted in order for the overall bid to be considered responsive.

<u>Item</u>	Q	<u>uantity</u>		<u>Unit Price</u>		<u>Total Cost</u>
DIVISION I – COOLIDGE HIGHWAY SIDEWALK REPLACEMENT (20220933)						
1. Mobilization (max 5%)	1	LS	(a)	Lump Sum	=	\$
2. Erosion Control, Inlet Protection, Fabric Dro	op 10	Ea	<u>a</u>	\$	=	\$
3. Sidewalk, Rem	1,625	Syd	$\bar{a}$	\$	=	\$
4. Sidewalk, Conc, Mix 3500, 4 inch	20,095	Sft	<u>a</u>	\$	=	\$
5. Sidewalk, Conc, Mix 3500, 6 inch	525	Sft	<u>a</u>	\$	=	\$
6. Station Grading, MOD	27	Sta	<u>a</u>	\$	=	\$
7. Tree Trimming	1	LS	<u>a</u>	\$	=	\$
8. Maintaining Traffic	1	LS	<u>a</u>	\$	=	\$
9. Restoration (incl. 3" Topsoil, Seed, Mulch						
Blanket; 14-Day Watering)	1	LS	<u>@</u>	\$	=	\$
10. Observation Crew Days		Day	<u>a</u>	\$_800.00_	=	\$
TOTAL AMOUNT OF BID – DIVISION	I					\$
DIVISION II – JAYCEE PARK PATH IMPI	ROVEME	ENTS (2022	209	69)		
1. Mobilization (max 5%)	1	LS	(a)	Lump Sum	=	\$
2. Erosion Control, Inlet Protection, Fabric Dro	op 4	Ea	$\overset{\smile}{a}$	\$	=	\$
3. Sidewalk, Rem	270	Syd	$\overset{\smile}{a}$	\$	=	\$
4. Tree, Rem, 19 to 36 inch	3	Ea	<u>a</u>	\$	=	\$
5. Excavation, Earth	60		$\overset{\smile}{a}$	\$	=	\$
6. Sidewalk, Conc, Mix 3500, 4 inch	4,470	Sft	$\bar{a}$	\$	=	\$
7. Sidewalk Ramp, Conc, Mix 3500, 6 inch	501	Sft	<u>a</u>	\$	=	\$
8. Detectable Warning Surface	8	Ea	<u>@</u>	\$	=	\$
9. Water Service Lead, Complete, Poly, 1.5 inc	ch 1	Ea	<u>a</u>	\$	=	\$
10. Aggregate Base, MDOT 21AA	100		<u>@</u>	\$	=	\$
11. Conc Pavt w/ Integral Curb, Nonreinf, 7 i		Syd	<u>@</u>	\$	=	\$
12. Concrete Knee Wall	52	Cyd	<u>@</u>	\$	=	\$

<ul> <li>13. Sanitary Sewer Lead, PVC, 6 inch, Trench Det A2</li> <li>14. Sanitary Sewer Cleanout, 6 inch</li> <li>15. Sewer Tap, 6 inch</li> <li>16. Restoration (incl. 3" Topsoil, Seed, Mulch Blanket, 14-Day Watering)</li> <li>17. Observation Crew Days  TOTAL AMOUNT OF BID – DIVISION I</li> <li>DIVISION III – OXFORD PARK PATH EXTER</li> </ul>	1 1 1	Lft Ea Ea LS Day	@ @ @ @ @	\$\$ \$ \$ Lump Sum \$_800.00	= = =	\$ \$ \$ \$ \$
<ol> <li>Mobilization (max 5%)</li> <li>Erosion Control, Inlet Protection, Fabric Drop</li> <li>Excavation, Earth</li> <li>Aggregate Base, MDOT 21AA, 6 inch</li> <li>HMA, 36A, 4 inch</li> <li>Rain Garden, Complete</li> <li>Restoration (incl. 3" Screened Topsoil, Seed,</li> <li>Mulch Blanket, 14-Day Watering, as required)</li> <li>Observation Crew Days</li> <li>TOTAL AMOUNT OF BID – DIVISION I</li> </ol>	300 71 1	LS LS Cyd Syd Ton LS LS Day		Lump Sum \$	= = = =	\$
SUMMARY  TOTAL AMOUNT OF BID – DIVISION I  TOTAL AMOUNT OF BID – DIVISION II  TOTAL AMOUNT OF BID – DIVISIONS LILE	and III	ī				\$ \$ \$

## **ALTERNATES**

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit a bid based on the information shown on the Drawings and Specifications. Alternates listed below are for the Owner's convenience and shall be priced as indicated by the work description. All alternates shall be clearly marked whether they represent an addition or deduction to the Base Bid Price quoted herein. All Alternates which are quoted shall be complete and the price shall include all Bidder mark-ups. Each Alternate shall be clearly marked if it represents an Add or a Deduct from the Base Bid Price.

DIVISION I ALTERNATE – The Drawings indicate the material for the Coolidge Highway Sidewalk Replacement to be Concrete, Mix 3500. The Owner is requesting an alternate price for utilizing HMA sidewalk in lieu of concrete. The costs associated with this alternate shall be listed below and SHALL NOT be included in the Total Amount of the Bid for Division I above. Either the Division I Alternate Bid or the Division I Bid above will be awarded, not both. The City will decide after the bids are opened whether to elect this alternate.

## **DIVISION 1 ALTERNATE (HMA Sidewalk)**

<u>Item</u>	Quantity	<u>Ur</u>	nit Price	Total Cost
*Copy Total Amount of Division I from Propo	<u>sal:</u>			
TOTAL AMOUNT OF BID – DIVISION I			<b>\$</b> _	
Subtract (Item #5 in Division I of Proposal):				
1. Sidewalk, Conc, Mix 3500, 4 inch (incl. (incl. Class II Subbase, CIP)	20,095 Sft	@ \$	= \$_	
Add in lieu of:				
<ol> <li>HMA, 36A, MOD</li> <li>Aggregate Base, MDOT 21AA, 6 inch</li> </ol>	520 Ton 2,233 Syd	@ \$ @ \$	= \$_ = \$_	
TOTAL AMOUNT OF BID – DIVISION I A	ALTERNATE:		<b>\$</b> _	
<b>BID SUMMARY (ALTERNATE):</b>				
TOTAL AMOUNT OF BID – DIVISION I A	ALTERNATE:		<b>\$</b> _	
TOTAL AMOUNT OF BID – DIVISION II:	<b>\$</b> _			
TOTAL AMOUNT OF BID – DIVISION III	<b>\$</b> _			
TOTAL AMOUNT OF ALTERNATE BID (	. III): \$ <sub>=</sub>			

## **OWNERS RIGHTS**

The owner reserves the right to award any combination of Divisions and the Alternate, depending on the availability of City funds at the time of bid letting.

The Owner reserves the right to add or delete items and/or quantities from the Contract or to delete any of the Divisions and/or Alternate from the Contract. Deletion of items and/or quantities or of any of the Divisions or Alternate by the Owner shall not be grounds for the qualified low-bidder to adjust unit prices for the other Divisions or Alternate that the Owner intends to execute as a Contract, nor shall the Contractor be entitled to compensation from unrealized profits resulting from the deletion of items and/or quantities or of any Division and/or Alternate from the Contract. Bid unit prices are to be held firm for the duration of the project regardless of any potential changes that may occur in market value during the contractual period.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive,

unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

## **BID DEPOSITS**

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Berkley in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders – Bid Deposit for more information.

Proposals shall include the following completed forms per The City of Berkley, located on the web at: <a href="https://www.berkleymich.org/bid">https://www.berkleymich.org/bid</a> posting/index.php

- 1. Conflict of Interest Disclosure Form
- 2. Contractor/Vendor References
- 3. Hold Harmless and Indemnity Form
- 4. Iran Business Relationship Affidavit (Pursuant to P.A. 517 of 2012)
- 5. Non-Collusive Affidavit
- 6. Non-Discrimination Affidavit

## **TAXES**

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

## **ADDENDA**

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No	1	Dated	3/23/23
Addendum No.		Dated	
Addendum No		Dated	
Addendum No.		Dated	

#### **FEES**

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

## **START DATE/TIME OF COMPLETION**

Due to current fiscal year budgeting, the project must commence by May 15th, 2023.

If awarded the Contract for the 2023 Sidewalk/Path Program, we agree to begin work by this date and have all work substantially completed by <u>August 01, 2023</u>. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional. <u>Final completion</u> of the project, including all punch list items, clean-up and restoration must be by <u>August 15, 2023</u>.

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

The execution of all work and specific constraints as described in the contract drawings and specifications must be strictly adhered to.

The execution of all work and specific constraints as described in the contract drawings and specifications must be strictly adhered to.

## LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of Berkley. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Five Hundred Dollars (\$500.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion date. Specifically, liquidated damages will be assessed daily beginning <u>August 16, 2023</u> until such a time that all work is completed.

The City of Berkley requires the Bidder, as the Prime Contractor, to include **three (3) municipal references** for projects similar to the 2020 Road Improvement Program, as follows. The references will be checked prior to the award of the contract.

Project No. 1: Name of Project:	
Project Completion Date:	Contract Amount:
Name:	Address:
Telephone:	Firm:
Project No. 2: Name of Project:	
Project Completion Date:	Contract Amount:
Name:	Address:
Telephone:	Firm:
Project No. 3: Name of Project:	
Project Completion Date:	Contract Amount:
Name:	Address:
Telephone:	Firm:

## **BIDS TO REMAIN FIRM**

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of his/her/her bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the City of Berkley.

If the undersigned enters into the contract in accordance with his/her proposal, or if his/her proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name:	
Signature:	Title:
Address:	
County:	State:
Telephone No.:	Fax No.:
Email Address:	

# LEGAL STATUS OF BIDDER

This B	Bid is sub	omittal in the name of:		
(Print)	)			
	ndersigne l or maile	ed hereby designates below the business addreed:	ess to which all notices, directions o	r other communications may be
Street_				
City_				
State_			Zip Code	
The ur	ndersigne	ed hereby declares the legal status checked be INDIVIDUAL	elow:	
	()	INDIVIDUAL DOING BUSINESS UNI	DER AN ASSUMED NAME	
	()	CO-PARTNERSHIP The Assumed Name of the Co-Partnershi	p is registered in the County of	, Michigan
	()	CORPORATION INCORPORATED UN	NDER THE LAWS OF THE STAT	'E OF
			The Corporation is	
	()	LICENSED TO DO BUSINESS IN MIC	CHIGAN	
	()	NOT NOW LICENSED TO DO BUSIN	ESS IN MICHIGAN	
The na	ame, title	es, and home addresses of all persons who are	officers or partners in the organizat	ion are as follows:
A corp	ooration	duly organized and doing business under the	laws of the State of	
NAMI	E AND T	TITLE	HOME ADDRESS	
Signed	d and Se	aled this	day of	, 20
			By (Signature)	
			Printed Name of Signer	
			Title	

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BID BOND					
We, the undersigned,					
As Principal, hereinafter called the Principal, and					
A corporation duly organized under the laws of the St	ate of				
As surety, hereinafter called the SURETY, are held ar	nd firmly	bound unto:			
The Owner: City of Berkley, 333	38 Cooli	dge Highway, Berkley MI 48072			
in the sum of:		Dollars (\$	),		
For the payment of which sum well and truly to be ma executors, administrators, successors and assigns, join					
WHEREAS, the Principal has submitted a bid for					
2023 Sidewalk/Path Program					
HRC Job No. 20220933					
NOW, THEREFORE, if the OWNER shall accept the the OWNER in accordance with the terms of such bid CONTRACT DOCUMENTS with good and sufficien prompt payment of labor and material furnished in the enter such contract and give such bond or bonds, if the penalty hereof between the amount specified in said b contract with another party to perform the work cover void, otherwise to remain in full force and effect.	, and give t surety to the prosecute of Princip id and su	e such bond or bonds as may be sport the faithful performance of suction thereof, or in the event of the all shall pay to the OWNER the disch larger amount for which the O	pecified in the h contract and for the failure of the Principal to fference not to exceed the WNER may in good faith		
Signed and sealed this	day of _		, 20		
(Witness)		(Principal) (Title)	(Seal)		
(Witness)		(Surety)			
		(Title)			

**END OF SECTION** 

#### **SECTION 01220**

#### **BID ITEM DESCRIPTION**

#### PART 1 GENERAL

#### 1.1 SCOPE

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- A. This Section describes the method of measurement and basis of payment for several items of Work included in the Contract and specified in the Proposal.
  - 1. The Contractor shall provide all labor, material, tools, equipment and services required to complete the Work specified herein and indicated on the Plans and all other items necessary to complete the job, whether specifically mentioned or implied.
  - 2. Payment will only be made for the items listed in the Proposal Form.
- B. The Owner will make no allowances for items not included in the Proposal Form.

### 1.2 ITEMS OF THE PROPOSAL

## **Mobilization (Max. 5%)**

The Work required by this item shall include, but not be limited to, the preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of the Contractor's offices, buildings, and other facilities necessary to undertake the Work on the project; and for other work and operations which must be performed or for expenses incurred prior to beginning work on the various contract items on the project site. It shall also include pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the contract. The Work shall include all demobilizations and remobilizations which are required due to seasonal suspension of the Work. This contract pay item also includes all other items and costs not included in the price bid for specific items such as overhead, insurance, permits, safety program, coordination with others, and the like. All cost to the Contractors for full compliance with all requirements of the General Conditions sections shall also be included in this pay item.

The Contract Unit Price for Mobilization **shall not exceed five (5) percent** of the Total Amount of Bid minus the amount for this pay item. Payment for this item will be based upon the following Partial Payment schedule:

Percentage of Original	Percentage of Bid Price
Contract Amount Earned	for Mobilization Allowed
5	50%
10	75%
25	100%

Additional unit prices will not be paid for the Contractor to remobilize to the site regardless of the staging or sequence of construction preferred by the Contractor. The initial payment for the

project shall not be made until construction has been started and a schedule of values for the project has been approved.

The total sum of all payments for this item shall not exceed the original contract amount bid for MOBILIZATION, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract. shall be included in the lump sum price bids for this item.

## **Erosion Control, Inlet Protection, Fabric Drop**

This bid item shall be paid for at the Contract Unit Price per each fabric drop furnished, installed, maintained, and removed. Measurement and payment and the Work included and required by this item are described and shall be completed in accordance with Drawings. Oakland County Water Resources Commissioner (OCWRC) may have additional requirements. The work covered by this item shall include installation of required Soil Erosion and Sedimentation Control (SESC) devices. The Contractor's responsibilities include installation and maintenance of specified SESC devices for the duration of the construction. Upon completion of the Project, it will be the Contractor's responsibility to remove and properly dispose of SESC devices.

## Station Grading, MOD

This bid item shall be paid for at the Contract Unit Price per **Station** as measured in one-hundred-foot (100') segments (stations) along the centerline of the proposed work. This bid item shall include all work required to excavate and prepare the subgrade and to construct the sidewalk and embankments to grades shown on the Contract Documents, or as directed by the Owner, within the Coolidge Highway Right-of-Way. Minor grade changes required to meet existing conditions either higher or lower will not be a basis for an adjustment to the Contract. This item shall include any and all earth work necessary to complete the proposed project in accordance with the Special Provision for Station Grading, MOD and the Contract Documents.

## **Excavation**, Earth

This bid item shall be paid for at the Contract Unit Price per **cubic yard** based on the measured area of material removed. The Work required by this item includes all labor and equipment necessary to remove and dispose of material to the specified depth in accordance with the plans and specifications.

## **Aggregate Base, MDOT 21AA**

This bid item shall be paid for at the Contract Unit Price per **Ton** of MDOT 21AA delivered to the site, placed, and compacted as specified. This item shall include all work, labor, materials and equipment necessary to prepare the aggregate base to the line, grade, thickness and cross-section in accordance with these specifications and drawings. The work included and required by this item is described on and shall be completed in accordance with the Drawings.

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## Aggregate Base, MDOT 21AA, \_ inch

This bid item shall be paid for at the Contract Unit Price per **Square Yard** of MDOT 21AA delivered to the site, placed, and compacted as specified. This item shall include all work, labor, materials and equipment necessary to prepare the aggregate base to the line, grade, thickness and cross-section in accordance with these specifications and drawings. The work included and required by this item is described on and shall be completed in accordance with the Drawings.

## HMA, 36A, 4 inch

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This bid item shall be paid for at the Contract Unit Price per **Ton** of material placed. This item shall include all work, materials, labor, and equipment necessary to furnish and install Hot Mix Asphalt (HMA) of the specified mix, on a prepared base to the line, grade, thickness, and cross-section in accordance with these specifications and drawings. Item also includes required bond coat. Work required for this item shall be completed in accordance with Section 02511 and the 2020 MDOT Standard Specifications for Construction.

## Rain Garden, Complete

This bid item shall be paid for at the Contract Unit Price on a **Lump Sum** basis. Item shall include all labor, material and equipment required to complete the rain garden as described and detailed in the Contract Drawings. This bid item shall also include earthwork, grading, plantings, seeding, infiltration trench installation per details, underdrain, overflow structures and grates, discharge pipe installation and connection into existing underdrain, and 14-day watering upon date of installation. Work included and required by this item shall be in accordance with Section 02958 and the details in the Drawings.

# Restoration (incl. 3" Screened Topsoil, Seed, Mulch Blanket; 14-Day Watering, as required)

All disturbed lawn areas are to be restored equal to what existed prior to construction. Restoration of grass/lawn areas shall be restored with three (3) inches of screened topsoil, Seed, and Mulch Blankets and is to conform to the Specifications as set forth in Sections 01001, 02930 and 02970. Unless otherwise specified herein, the Contractor shall keep all restored areas watered for a minimum of 14 days at his expense.

The Contractor is responsible for the restoration and/or repair of any and all non-lawn areas caused as a result of his operations. The contractor shall make his own determination as to the actual limits of required lawn area removals that does not impact further tree and/or shrub removals or exceeds the limits of the right-of-way or easement lines.

All costs for restoration of disturbed lawn areas within the limits of the entire project as a result of the Contractor's operations, as well as staging and stockpiling are to be included in the unit price bid for this item.

## Sidewalk, Rem

This bid item shall be paid for at the Contract Unit Price as **Square Yard (Syd)** for the work as indicated. The Work required by this item includes all labor, equipment and materials to sawcut, remove, and dispose of sidewalk sections and any portion of concrete pavement required in order to place the proposed sidewalk, as shown on the plans. All associated costs shall be included in the unit price bid for "**Sidewalk, Rem.**"

## Sidewalk, Conc, Mix 3500, \_ inch

This bid item shall be paid for at the Contract Unit Price as **Square Foot (Sft)** for the work as indicated. The Work required by this item includes all labor, equipment and materials to construct the proposed sidewalk in accordance with MDOT 2020 Standard Specifications for Construction and Section 02840 – Sidewalks of these specifications.

This bid item shall also include all labor, equipment and material costs to furnish, place and prepare the subbase in accordance with the project specifications.

All associated costs shall be included in the unit price bid for "Sidewalk, Conc, Mix 3500, \_ inch"

#### **Concrete Knee Wall**

This bid item shall be paid for at the Contract Unit Price as **Cubic Yards (Cyd)** for the work as indicated. Item shall include all labor, material and equipment required to construct the knee wall as described and detailed in the Contract Drawings, including excavation, installation of the rebar, concrete footings, construction joints and all other items necessary to install the knee walls in accordance with the details in the Drawings. The aggregate base will be paid separately as "Aggregate Base, MDOT 21AA – Ton".

## Tree, Rem, 19-inch to 36-inch (if needed)

This bid item shall be paid for at the Contract Unit Price per **each** tree in the specified diameter range to be removed and disposed of, including the stump. The Work required for this item shall be completed in accordance with the 2012 MDOT Standard Specifications for Construction and the Drawings.

## Conc Pavt w/ Integral Curb, 7 inch

This bid item shall be paid for at the Contract Unit Price per **square yard** of concrete installed to the specified thickness, as measured in place. Measurement and payment and the Work required for this item are described and shall be completed in accordance with Section 02520 and as detailed on the Drawings. The Work shall include installation of a new concrete to the specified thickness and dimensions. Item also includes integral curb to match existing conditions, placement of epoxy coated dowel bars of specified size, finishing, and saw cutting of jointing.

## Water Service Lead, Complete, Poly, 1.5 inch

This bid item shall be paid for at the Contract Unit Price per **each** water service installed. The work shall include all labor, material and equipment required to construct the water service from the main to the connection point, including the tap, curb box and all fittings. All sawcutting, pavement removal, pipe bedding, excavation and backfill will be included in the bid unit price for this item and will not be paid for separately. Materials used for the fittings and connections shall be in accordance with the Utility and Material Specifications shown in the details.

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## Sanitary Sewer Lead, PVC, 6 inch, Trench Det A2

This bid item shall be paid for at the Contract Unit Price per **Lineal Foot** of sanitary sewer lead installed. The work shall include all labor, material and equipment required to construct the water service from the main to the connection point, including any necessary fittings. The pipe bedding and backfill shall conform with MDOT R-83-C Detail A2. All sawcutting, pavement removal, pipe bedding, excavation and backfill will be included in the bid unit price for this item and will not be paid for separately.

## Sanitary Sewer Cleanout, 6 inch

This bid item shall be paid for at the Contract Unit Price per **each** 6-inch sanitary sewer cleanout installed. The work shall include all labor, material and equipment required to construct the cleanout. Excavation and backfill will be considered incidental to this item and will not be paid for separately.

**END OF SECTION** 

**HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 555 HULET DRIVE** P.O. BOX 824 BLOOMFIELD HILLS, MICH. 48303 - 0824

PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359

ADDENDUM 1

ISSUED FOR BID

ADDITIONS AND/OR REVISIONS

CITY OF BERKLEY

2023 SIDEWALK/PATH **PROGRAM** 

**PROJECT DETAILS** 

SCALE NONE 20220969 DT-1 MARCH 2023