



## **ADDENDUM NO. 2**

For  
City of Negaunee Water Improvements Project  
Engineer's Job No.: N10-19591

This Addendum, issued this 27<sup>th</sup> of April 2022 is to clarify, modify and/or change the original bidding document and forms as part of the contract documents. Please provide a cost quote for the additional items listed below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

This Addendum No. 2 consists of:

### Additional Information:

1. The City of Negaunee is considering the initiation of a materials procurement for the 2022 portion of the project. A list of the purchased items and proposed delivery dates will be included in Addendum #3, to be issued on April 29<sup>th</sup>.
2. UPEA will share the project DWG file with the contractor. The contractor is responsible for staking out the project for watermain, curb, HMA, etc.

### Requests for Information:

1. 1" Copper Pressure Test will not be required on water services.
2. Special Trench Backfill has been added as Pay Item W63 in the attached bid form.
3. Temporary Water Service Connection as a pay item W64 in the attached bid form.
4. Concrete curb removal and replacement type has been broken out for patch work and line work.
5. Self-adjusting manhole castings are not required on this project.
6. W27/28 were changed to 4EL and 5EL.

### Specifications:

1. See attached revised Bid Form and Measurement and Payment Sections

### Attachments:

1. Pre-Bid Meeting Minutes
2. Revised Bid Form
3. Revised Measurement and Payment Section
  - a. N62, W63, and W64 revisions

City of Negaunee  
Phase 1 Water Improvements Project

Engineer's Project No. N10-19591  
**Pre-Bid Conference Agenda**  
4/13/22, 10:00 am.

Introduction

Project Overview

- A. Wastewater improvements include:
- a. 12,000 feet of water main
  - b. 200 water service lines
  - c. 39 hydrants
  - d. Associated roadway and surface restoration work

Bid Requirements

- Bid Opening: April 28, 2022 at 3:00 P.M. Eastern Time at Negaunee City Hall, 319 W Case Street, Negaunee, MI 49849.
- Bid Package: Review required documents. Div 0 Table of Contents
- Bid Form has a 90 day bid hold period.
- 5% Bid Bond Required (EJCDC No. C-430) or Certified Check.

Wage Requirements

- Davis Bacon Wage Rates – Not required.

Funding Source

- USDA Rural Development low interest loan/grant

Budget

Construction Budget: +/- \$4,400,000.

## General Items

- Contract is a unit price contract. Understand measurement and payment Section 01 20 00.

## Tentative Schedule

- Bid opening 4/28/22
- Bid analysis/review/recommendation 4/28/22 – 5/2/22
- Owner approves tentative award contingent on RD loan closing Week of 5/2/22
- Notice of Award to Contractor 5/6/22
- Compile RD's required documents for loan closing 5/6/22 – 5/13/22
- Contractor agreement/bonds/insurance 5/6/22 – 5/20/22
- Attorney review and certify contractor agreement 5/6/22 – 5/20/22
- Loan closing with Rural Development Week of 5/20/22
- Preconstruction conference Week of 5/30/22
- Construction Begins Week of 5/30/22
- Construction contract time
- **Substantial Completion 10/1/2023**
- **Ready for Final Payment 11/1/2023**

### 4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **The completion of Pine, Oak, Maple, Peninsula, and Bay De Noc Streets by Dec 31, 2022.**
  2. Milestone 2 **Iron & Marquette street cannot proceed until 2023, and must be completed by July 31, 2023.**

## Summary of Work (Section 01 10 00)

## Planholders List Available

UPEA web site at UPEA.COM.

## Questions

**Pre-bid Conference for City of Negaunee  
Phase 1 Water Improvements Project**

Engineer's Job No.: N10-19591

Date: April 13, 2022 – 10:00 am

**ATTENDANCE LIST**

NAME	REPRESENTING	ROLE / TYPE OF WORK (I.E. General Contractor, Sub, Supplier)	TELEPHONE	EMAIL
Matt Truelo	UPEA	Eng	906-235-4800	mtuelo@upea.com
Jim Perry	OBERSTAR, INC	GC	906-226-6799	jperry@oberstarinc.com
Bill Casagrande	FA Industrial	GC	906-284-7374	b.casagrande@fa.is.build
Mar BESOLA	MOYLE TRUCKING	FORWARD	865-719-5151	MarBESOLA@MOYLETRUCKING, C
DAVID PETERSON	LINDBERG	P.M.	307-749-1800	dpeterson@lindberginc.com
Sean Francis	Moyle Trucking	PM	(906) 458-3995	seanfrancis@moyletrucking.com
Aaron Carr	ALS	GC	(906) 371 0169	acarr@lindberginc.com
Brian Lindberg	Associated	GC	906-361-4823	Bilindberg@A1met.com
Peter O'Donnell	Associated	GC	906-362-5788	



**SECTION 01 20 00**

**MEASUREMENT AND PAYMENT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Schedule of Values.
- B. Applications for Payment.
- C. Change Procedures.
- D. Defective assessment and non-payment for rejected work.
- E. General Work Items.
- F. Unit Price Consideration.

**1.2 SCHEDULE OF VALUES FOR PAYMENT**

- A. Submit typed schedule in the format of Form EJCDC No. C-620. Contractor's standard form or electronic media printout will be considered if it conforms to the required format.
- B. Format: Bid Schedule.
- C. Revise schedule to list approved Change Orders separately, with each Application for Payment.

**1.3 APPLICATIONS FOR PAYMENT**

- A. Submit five (5) copies of each application on form EJCDC No. C-620 or an approved alternate format.
- B. Content and Format: Utilize Bid Schedule for listing items in Application for Payment, listing Contract Values, work completed total to date, and retainage.
- C. Payment Period: Requests for payment are reviewed by the Engineer, Owner, and Rural Development prior to payment. A minimum of 60 days should be allowed for processing each payment request.

**1.4 CHANGE PROCEDURES**

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by the General Conditions.
- B. The Engineer will prepare formal Change Orders which authorize additions, deletions, or revisions in the Work or adjustments in the Contract Price or Contract Time.

## 1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Engineer and approval of the Owner.
  - 2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit sum/price will be adjusted to a new sum/price at the discretion of the Engineer and approval of the Owner.
- C. The authority of the Engineer and Owner to assess the defect and identify payment adjustment is final.

## 1.6 GENERAL WORK ITEMS

- A. The following work items listed below in paragraph 'B' of this section are common to the Unit Price Items for wastewater improvement projects and will be included with appropriate Unit items as incidental to that item.
- B. **INCIDENTAL ITEMS:** (If there is a specific Unit Price Item for any of the following items, then the work item shall be included with that specific unit price item.)
  - 1. Clearing and grubbing.
  - 2. Sawcutting, removal, hauling and disposal of surface materials including road pavement, curb and gutter, sidewalk, driveways and other pavement surfaces in the trench area and as shown on the drawings.
  - 3. Excavation.
  - 4. Removal of existing watermain.
  - 5. Bulk heading existing pipes.
  - 6. Standard pipe bedding.
  - 7. Backfilling and compacting native soils obtained from the excavation. No mechanically removed or explosively removed rock shall be used as backfill in the trench. Native overburden may be used as backfill above the bedding envelope provided that it does not contain rocks greater than 3" or boulders, which could come into contact with the bedding envelope. Contractor shall be required to place Class II backfill at least 1 foot above pipe bedding envelope prior to backfill with native materials containing rocks. This quantity of Class II backfill shall be paid under the "Special Trench Backfill" pay item.
  - 8. Removal and replacement of unsuitable backfill material will be included in the cost of pipe installation.
  - 9. Loading, hauling and disposing of surplus excavated material.
  - 10. Maintenance, protection, replacement and/or repair of all facilities outside trench and/or right-of-way limits damaged or destroyed during construction (i.e., curb and gutter, sidewalks, driveways, asphalt surfaces, structures, culverts, lawns, trees, mailboxes, yard fencing and landscape features, etc.) unless replacement and removal is specifically shown on the plans for payment under a separate proposal schedule item.
  - 11. Site access requirements including temporary aggregate material as required for

- local traffic access.
12. Identification of all existing underground utilities, which shall be properly located, protected and repaired if damaged or displaced during construction. Contractor is responsible for timely repair of all damaged utilities throughout the project, and those affected by construction if outside of the project limits. If crossing or undermining of existing public or private utility, then include:
    - a. Maintaining the utility in service.
    - b. Repairing/replacing of existing utilities, if damaged including when crossing sewer, gas, underground electric, fiber, etc.
    - c. Providing support and new bedding material.
    - d. Temporary Power Pole bracing.
  13. Dust control.
  14. Easement and right-of-way requirements.
  15. Regulatory requirements. (See specification Division 0, "Permits")
  16. Survey work not provided by Owner's representative.
  17. Preconstruction video/DVD taping and video/DVD equipment and construction photographs. A preconstruction video of the entire job site is required prior to construction. A copy of the video is to be sent to the Engineer for approval.
  18. Quality assurance and quality control testing not provided by Owner's Representative.
  19. Shop drawings and other submittals.
  20. Maintenance of all disturbed roadways and driveways throughout the winter until binder and surface course can be placed in the spring.
  21. Maintenance gravel throughout construction as needed to provide adequate access for vehicular and pedestrian traffic. Adequate access shall be determined by Engineer and/or Owner.
  22. Apply for and obtain all necessary construction permits including those listed in the permit section of this document, along with permit fees.
  23. Attending preconstruction conference, public information meeting, and regular progress meetings.
  24. Field Office – if desired by Contractor.
  25. Utility Crossings: natural gas, cable, electric, telephone, fiber, misc
  26. Installation of the corporation stop, curb stop, valve box, valve rod, and connection to existing water service lines. Incidental to Water Service Connection.
  27. Erosion Control
  - ~~28. Temporary water servicing to residential and commercial users.~~

## **1.7 UNIT PRICE CONSIDERATIONS**

### **A. AUTHORITY**

1. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
2. Contractor shall take all measurements and compute quantities. The Engineer and Owner will also take measurements to verify measurements and quantities. In the event that the Contractor chooses not to compute actual as-built quantities based on their own field measurements, Engineer measurements and quantities will be final without Contractor dispute.

### **B. UNIT QUANTITIES SPECIFIED**



1. Quantities indicated in the Bid Form are for bidding and contract purposes only. Actual quantities and measurements supplied or placed in the Work and verified by the Engineer will determine payment.
2. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.
3. All work and appurtenances not specifically called for on the Bid Schedule shall be considered incidental to the unit price or lump sum of the item.

**C. MEASUREMENT OF QUANTITIES**

1. Measurement by Weight: Measured by the pound or ton determined from delivery tickets from approved scales.
2. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
3. Measurement by Area: Measured by square dimension using mean length and width or radius and arch.
4. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord, from center to center of appurtenance.
5. Stipulated Sum/Price per each Measurement: Items measured by per each as appropriate, as a completed item or unit of the Work.
6. Maximum limits for payment shall be as shown on the plans or as described in these specifications.

**D. PAYMENT**

1. Payment Includes: Full compensation to furnish all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work, overhead, and profit.
2. Final Payment and final contract amount for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Architect/Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

**E. BID ITEM DESCRIPTION**

**W1. MOBILIZATION:**

- A. Includes movement of personnel, equipment, supplies and incidentals to and from the project site. Mobilization shall be paid for as a lump sum item in accordance with Section 150 of the MDOT Standard Specifications for Construction, 2020 edition.

**W2. TRAFFIC CONTROL:**

- A. The unit price for Traffic Control includes:
  - 1. General Work Items of Article 1.6.
  - 2. All traffic control work relating to construction within MDOT Right-of-Way and Marquette County Road Commission Right-of-Way.
  - 3. Traffic control in accordance with MDOT Standard Specifications for Construction/Special Provisions for traffic control and Michigan Manual of Uniform Traffic Control Devices.
  - 4. Items in accordance with the MDOT Right-of-Way Permit Requirements, included in the Permits Section of these Specifications.
- B. Will be paid for as a Lump Sum.

**W3. DEWATERING:**

- A. The unit price for dewatering includes:
  - 1. General Work Items of Article 1.6.
  - 2. All labor, equipment, and materials required to remove water from the site.
  - 3. Erosion control shall be maintained during the dewatering process.
- B. Will be paid as a Lump Sum.
- C. All water shall be removed from the trench during pipe-laying operations until both ends of the pipe are sealed and provisions are made to prevent floating pipes.
- C. Contractor shall coordinate with the owner to comply with all EGLE permit regulations as set forth in the contract documents.

**W4-6. DUCTILE IRON WATERMAIN:**

- A. The unit price for Ductile Iron Main work includes:
  - 1. General Work Items of Article 1.6.
  - 2. Includes schedule 52 water main and fittings of size and material stated in the Unit Price Bid Schedule, and installed using the open trench method. Complete in-kind restoration with the exception of sand subbase, aggregate base, and bituminous restoration which are paid for by separate pay items.
  - 3. Removal and replacement of unsuitable backfill material.
  - 4. Excavation and cleanup of work area and cleanup of all debris and scraps.
  - 5. Includes flushing and disinfection of main and bacteriological sampling and testing at certified laboratory. Includes pressure testing of pipe. Includes removal of valve boxes on existing water line being abandoned within the influence of the proposed water main trench.
  - 6. Misc. utility crossings.

- B. Measurement for payment will be the actual horizontal length along the centerline of the installed watermain from centerline of pipe with no deduction for gate valves and other fittings.
- C. The unit of measurement for payment is linear feet.
- D. Excludes rock excavation.

**W7. 8" WATERMAIN DIRECTIONAL BORE:**

- A. The unit price for 8" Watermain, Directional Bore includes:
  - 1. General Work Items of Article 1.6.
  - 2. Watermain and fittings of material stated in the Plans and Specifications, installed using the directional drill method.
  - 3. Necessary excavation for pilot holes associated with drilling operations.
  - 4. Two (2) 12 gauge tracer wires to be pulled back with the watermain.
  - 5. Tracer wire boxes and connectors.
  - 6. Existing utility locates. Contractor shall expose utilities in the vicinity of the directional drill pipe.
  - 7. Connections to ductile iron watermain and valves and fittings.
  - 8. Complete in-kind restoration with the exception of sand subbase, aggregate base, and bituminous restoration which are paid for by separate pay items.
  - 9. Traffic control, excavation, dewatering, and cleanup of work area and cleanup of all debris and scraps.
  - 10. Continuity testing of tracer wire. If segments cannot be traced, 20% of the unit price shall be deducted for the length that is untraceable.
- B. Measurement for payment will be the actual horizontal length along the installed watermain with no deductions for gate valves and fittings.
- C. The unit of measurement for payment is linear feet.
- D. Drilling fluids shall be captured at each location and shall be disposed of at an appropriate location by the Contractor. Drilling fluid disposal is incidental to directional drilling method.

**W8-9. FLOWABLE FILL:**

- A. The unit price for flowable fill includes:
  - 1. General Work Items of Article 1.6.
  - 2. All equipment, labor, materials, and appurtenances needed to install flowable fill in abandoned watermains within the MDOT right-of-way.
- B. The unit of measurement for payment of flowable fill will be linear feet measured along the centerline of the pipe.

**W10-11. WATERMAIN, CUT AND PLUG, \_ INCH:**

- A. The unit price for watermain, cut and plug includes:

1. General Work Items of Article 1.6.
  2. Isolation of adjacent watermain.
  3. Cutting and removal of existing watermain.
  4. All fittings and appurtenances needed to plug the existing watermain.
- B. The unit of measurement for payment is each.

**W12-16. GATE VALVE AND BOX, \_ INCH:**

- A. The unit price for Gate Valve includes:
1. General Work Items of Article 1.6.
  2. Furnish and install sizes of main line gate valves and valve box to size stated in the Plans and Specifications and installed using the open trench method.
  3. Includes thrust restraints and bedding envelope installed on new pipe or cut into existing pipe at locations indicated on the plans.
  4. Complete in-kind restoration with the exception of sand subbase, gravel base, and bituminous restoration which are paid for by separate pay items.
  5. All valves located on existing water mains to be abandoned shall be closed, and all valve boxes removed to 1 foot below surface.
  6. Utility crossings.
- B. The unit of measurement for payment is each.
- C. Excludes rock excavation.

**W17-20. CONNECT TO EXISTING WATERMAIN, \_ INCH:**

- A. The unit price for connect to existing watermain includes:
1. General Work Items of Article 1.6.
  2. Includes connecting proposed water main to existing water main with fittings of size stated in the plans.
  3. Includes any fittings (such as tees, bends or reducers) and restraints necessary to cut-in or tap to existing water main to service proposed water main as shown on the plans.
  4. Includes any additional work required to shut down relevant sections of water main to connect new sections to existing sections.
  5. Includes notification of all customers on water lines to undergo service interruptions
  6. Includes abandonment of discontinued lines with concrete bulkheads.
  7. Excludes bituminous restoration, topsoil, seed, fertilizer, and mulch. Bituminous, soil, and gravel areas disturbed shall be restored and paid for at the unit price for those items.
- B. The unit of measurement for payment is each.
- C. Excludes rock excavation.

**W21. HYDRANT REM:**

- A. The unit price for hydrant rem includes:
  - 1. General Work Items of Article 1.6.
  - 2. Isolation of the adjacent watermain
  - 3. Removal of existing hydrant, valve, and hydrant lead.
  - 4. Excavation, backfill, and grading.
- B. Contractor shall deliver removed hydrants and valves to a location specified by the owner.
- C. The unit of measurement for payment is each.

**W22. FIRE HYDRANT:**

- A. The unit price for hydrant and valve assembly includes:
  - 1. General Work Items of Article 1.6.
  - 2. Includes installation of new hydrant, hydrant riser pipe, fittings, thrust block, excavation, bedding envelope, backfill, compaction and grading.
  - 3. Includes thrust restraints and bedding envelope installed on new pipe or cut into existing pipe at locations indicated on the plans.
  - 4. Complete in-kind restoration with the exception of sand subbase, gravel base, and bituminous restoration which are paid for by separate pay items.
  - 5. Utility crossings.
- B. The unit of measurement for payment is each.
- C. Excludes rock excavation.

**W23. 1 INCH COPPER SERVICE LINE:**

- A. The unit price for 1" Copper Service Line includes:
  - 1. General Work Items of Article 1.6.
  - 2. Includes excavation, shoring, dewatering, hand trimming, shaping, furnishing and installing Type K copper tubing as noted, necessary fittings, bedding envelope, in-kind backfill, compaction and surface grading.
  - 3. Includes locating and connecting to existing service line and notification to customer of service interruption.
  - 4. Includes flushing and disinfection of service line.
  - 5. Prior to connecting Customer's existing waterline, Contractor must perform a pressure test of the existing service line.
  - 6. Excludes corporation stops, curb stops, rock excavation, and restoration units.
- B. The unit of measurement for payment is linear foot, measured between the water main and the curb stop/service connection.
- C. Excludes rock excavation.

**W24. WATER SERVICE CONNECTION:**

- A. The unit price for Water Service Connection includes:
  - 1. General Work Items of Article 1.6.
  - 2. Includes but is not limited to excavation, backfilling, compaction, furnishing, and installing the corporation stop, curb stop, valve box, valve rod, and connection to existing service line as specified.
  - 3. Includes all bends and fittings/appurtenances necessary for the connection to the existing water service and water main.
  - 4. Includes locating the existing water service at the property line.
  - 5. Includes curb stop valve keys as described in the specifications.
- B. The unit of measurement for payment is each.

**W25. 12" GRANULAR SUBBASE II (CIP):**

- A. The unit price for Granular Subbase work includes:
  - 1. Includes General Work Items of Article 1.6.
  - 2. Preparation of foundation to match existing slopes or at slopes shown on the drawings.
  - 2. Hauling, placing and compacting to 95% of maximum dry density.
  - 3. Maintenance until aggregate base is constructed.
  - 4. Preparation of the sand subbase for base aggregate.
  - 5. All the above items for replacement outside the maximum trench area if not shown for removal and replacement.
  - 6. Must meet MDOT requirements for a Class II material.
- B. Measurement and payment will be:
  - 1. Width:
    - (a) The width will not be greater than the maximum allowable trench width shown on the plans.
  - 2. The depth will be the depth shown on the drawings or specified elsewhere, not to exceed the actual measured depth.
  - 3. The length will be the actual length measured longitudinally along the installed facility.
  - 4. Compaction and tolerance requirements must be met, and approved by the Engineer prior to acceptance of this pay item. No base aggregate or surface aggregate shall be placed prior to review and acceptance of this item.
  - 5. Material shall meet MDOT 2020 standards specifications for construction requirements for Class II.

- A. The unit of measurement for payment is square yards.

**W26. 8" AGGREGATE BASE, 22A (CIP):**

- A. The unit price for 8" Aggregate Base includes:
  - 1. General Work Items of Article 1.6.
  - 2. Aggregate material type A2.
  - 3. Aggregate material, 8" thick, as stated in the Specifications and detailed on the Plans.
  - 4. Preparation of foundation to match existing slopes or at slopes

shown on the drawings.

5. Placing and compacting to 98% of maximum dry density.
6. Preparation, grading and shaping for paving.
7. Maintenance until surface pavement is placed.
8. Adjustment of manholes and valve boxes to proposed finished road grade.
9. Removal of existing aggregate base for those areas outside of trench area shown on the plans for removal and replacement.

B. Measurement and payment will be:

1. Width:
  - a) The width will not be greater than the maximum allowable trench width shown on the plans.
  - b) If surface removal and replacement limits are shown on the drawings outside the maximum trench width, then the actual average width of the area will be measured.
2. The depth will be the depth shown on the drawings or specified elsewhere, not to exceed the actual measured depth.
3. The length will be the actual length measured longitudinally along the installed facility.

C. Compaction and tolerance requirements must be met, and approved by the Engineer prior to acceptance of this pay item. No pavement shall be placed prior to review and acceptance of this item.

D. The unit of measurement for payment is square yards.

**W27-29.**

**BITUMINOUS ASPHALT PAVEMENT/DRIVEWAY APPROACH:**

A. The unit price for Bituminous Asphalt Pavement includes:

1. General Work Items of Article 1.6.
2. All necessary scarifying, tapering, shaping, and compacting to obtain the required cross-sectional contour, and to match existing pavement.
3. Furnish bituminous material and including tack coat. Pavement shall be 3" thick, 1.5" 4EML and 1.5" 5EML, on Marquette County and MDOT roads. Pavement shall be 2" thick on driveways.
4. Labor and equipment.
5. Placing, spreading and compacting.

B. The unit of measurement for payment is by the ton.

C. Measurement shall be based on the following:

1. Quantities will be field measured if the quantities are within the trench up to the allowable "Pay Width" as detailed on the plans. (Note: All asphalt outside the allowable "Pay Width" or outside the shaded pavement limits as shown on the plans is incidental work, and will not be paid for.)
2. Thickness Deficiency: Core samples may be taken by the Engineer. These core samples will be used to verify the final pavement thickness. Any pavement thickness  $\frac{1}{4}$ " less than the

specified thickness as determined by core sampling shall be paid at the unit price bid less 25% for each area determined to be insufficient in thickness. Additional core samples at 100' intervals along the pavement shall be taken as directed by the Engineer to determine the extent of area that is found to be deficient in thickness. Any area that is found to be equal to or greater than 3" thickness or equal to or less than 3" thickness shall either be removed and replaced with pavement of proper thickness or shall be milled and capped with a minimum 1" minimum thickness as directed by the Engineer. There shall be no extra payment for any necessary repaving.

3. Contractor is solely responsible for the means and methods of their sub-contractor's performance and quality of work. Contractor shall work closely with their sub-contractor to ensure that all project requirements are met. During paving operations, the General Contractor is required to retain a competent supervisor on site. This supervisor shall act as a liaison between the paving contractor and the Engineer.
4. Contractor shall give Engineer and Owner a 3 business day notice prior to paving, once all aggregate base courses has been placed and compaction requirements have been met.

**W30. PAVEMENT MARKINGS:**

- A The unit price for Pavement Markings includes:
  1. General Work Items of Article 1.6
  2. All equipment, labor, materials and other appurtenances required to complete pavement markings as directed.
- B. The unit of measurement for payment is linear feet

**W31. HMA SURFACE REM:**

- A The unit price for HMA rem includes:
  1. General Work Items of Article 1.6
  2. Removal of HMA surface and hauling away to an offsite disposal site approved by the owner.
- B. The unit of measurement for payment is square yards.

**W32-36M. CONCRETE CURB AND GUTTER, REM AND REPLACE - MACHINE:**

- A. The unit price for Concrete Curb/Curb and Gutter, Remove and Replace - Machine includes:
  1. This pay item is for curb removal and replacement using a curb machine installation method.
  2. General Work Items of Article 1.6.
  3. Saw cutting, removal and disposal of existing concrete curb/curb and gutter at locations shown on the plans or determined in field by Engineer.
  4. Forming and rebar.
  5. In-kind installation at locations indicated on the plans or as



determined in field by Engineer.  
6. Installation and compaction of necessary subgrade/subbase materials.

B. Will be installed in accordance with Section 802 of the MDOT Standard Specifications for Construction.

C. The unit of measurement for payment is by the linear foot, as measured along the flow line of the curb.

**W32-36H. CONCRETE CURB AND GUTTER, REM AND REPLACE - HAND:**

A. The unit price for Concrete Curb/Curb and Gutter, Remove and Replace -Hand includes:

1. This pay item is for curb removal and replacement using a hand installation method, for small removal and replacement sections.
2. General Work Items of Article 1.6.
3. Saw cutting, removal and disposal of existing concrete curb/curb and gutter at locations shown on the plans or determined in field by Engineer.
4. Forming and rebar.
5. In-kind installation at locations indicated on the plans or as determined in field by Engineer.
6. Installation and compaction of necessary subgrade/subbase materials.

B. Will be installed in accordance with Section 802 of the MDOT Standard Specifications for Construction.

C. The unit of measurement for payment is by the linear foot, as measured along the flow line of the curb.

**W37-40. 4" CONCRETE SIDEWALK/6" CONCRETE DRIVEWAY REMOVAL/REPLACEMENT:**

A. The unit price for Concrete Sidewalk/Driveway work includes:

1. Includes General Work Items of Article 1.6.
2. Saw cutting existing sidewalk/driveway.
3. Removal and disposal of existing concrete surface within trench area.
4. Aggregate base material of thickness shown in detail C2/C502.
5. Preparation, placing and compaction of base.
6. Preparation of the subbase for base aggregate.
7. All reinforcing, materials, and appurtenances.
8. Construct in accordance with MDOT standard plans and specifications.
9. Maintenance until concrete sidewalk/driveway is installed and cured.

B. Measurement and payment will be:

1. Width:
    - a) The width will not be greater than the maximum trench width at the surface which is the pipe outside diameter plus 24" plus twice the distance from the surface to the top of the pipe embedment envelope.
    - b) If surface removal and replacement limits are shown on the drawings outside the maximum trench width, then the actual average width of the area will be measured.
  2. The length will be the actual length measured longitudinally along the installed facility.
- C. Unit of measurement for payment is square foot. Replacement will be in-kind.

**W41-42. SIDEWALK RAMP/DETECTABLE WARNING SURFACE:**

- A. The unit price for sidewalk ramp/curb opening/detectable warning surface includes:
1. General Work Items of Article 1.6.
  2. Preparation, placement, and compaction of base.
  3. Construct in accordance with MDOT Special Details and the Americans with Disabilities Act (ADA).
  4. Maintain until concrete is installed and cured.
- B. The unit of measurement for payment of Sidewalk Ramp is square feet.
- C. The unit of measurement for payment of Detectable Warning Surface is linear feet.

**W43. 6" AGGREGATE SURFACE, 23A (CIP): USED FOR GRAVEL ROADS, DRIVEWAYS AND SHOULDERS:**

- A. The unit price for 6" Aggregate Surface includes:
1. General Work Items of Article 1.6.
  2. Aggregate material type 23A.
  3. Aggregate material of thickness shown on the drawings or specified elsewhere.
  4. Preparation of foundation to match existing slopes or at slopes shown on the drawings.
  5. Hauling, placing and compacting to 95% of maximum dry density.
- B. Measurement and payment will be:
1. The width will be determined by the actual width measured along the installed material. For shoulders, width to match existing width, or a minimum of 2-foot along all new bituminous pavement edges.
  2. The depth will be the depth shown on the drawings or specified elsewhere.
  3. The length will be the actual length measured longitudinally along the installed material.
- C. The unit of measurement for payment is square yards.

**W44. TURF RESTORATION:**

- A. The unit price for Turf Restoration includes:
1. Includes General Work Items of Article 1.6
  2. Includes all labor, equipment, and material needed to restore grass/turf/lawn areas disturbed during construction
  - 3, 4" topsoil, seed, fertilizer, mulch, maintenance watering, soil erosion repair, reseeding, and re-mulching to produce a uniform stand of grass.
  4. The restoration of other terrain features including but not limited to, riprap drainage ditches, armored slopes, retaining walls, etc
  5. Drainage ditches will be restored to proper grading, slope and cross section in accordance with City and MDOT requirements.
  6. Shall be performed in accordance with Section 816 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, in addition to meeting the following material requirements:
    - A. Seeding Mixture TDS shall be used on this project.
    - B. Fertilizer, Chemical Nutrient, Class A shall be used on this project.
    - C. Screened topsoil surface, 4-inch, free of rocks, pavement and other unsuitable materials.
    - D. Mulch and Mulch Anchoring.
    - E. Maintenance watering.
    - F. Silt fence, inlet protection and other erosion prevention measures.
    - G. All other materials, labor and equipment required establish a uniform stand of grass.
- B The unit of measurement for payment is linear feet.
1. Linear footage will be measure along the centerline of the installed utility pipe and include any restoration done within 10 feet either side parallel to the centerline of the pipe.
  2. All areas disturbed beyond ten feet of the centerline of the pipe shall be restored by the contractor as incidental to construction.
  3. Parallel water lines within 15' of each other will be paid as a single linear footage not for each line.
  4. Mains that cross each other will be paid as only one linear footage within ten feet of the crossing.
  5. Payment shall be made as follows: 60% of payment shall be made upon installation of the topsoil, seed, and mulch and completion of surface structures; and the remaining 40% of payment shall be made upon establishment of uniform stand of grass of 2" in height and subject to the approval of the Engineer. Turf restoration done at the end of the growing season shall be paid for in the same manner; except that the retained 40% shall be paid the following spring after the grass has begun to grow.

**W45. INLET PROTECTION, FABRIC DROP:**

- A. The unit price for inlet protection, fabric drop includes:

1. General Work Items of Article 1.6.
2. All work involved with placing and maintaining filtration fabric in sewer inlets.

B. The unit of measurement for payment is each.

**W46. ROCK EXCAVATION:**

- A. The unit price for Rock Excavation includes:
  1. General Work Items of Article 1.6.
  2. Breaking up rock using mechanical hammering or blasting, removing from trench and disposal at approved site.
- B. Unit of Measurement for payment is cubic yards.
- C. The pay quantity will be measured using a pay width equal to the nominal external pipe diameter plus 24 inches and a pay depth measured either from the rock surface to full depth of rock or to a depth of 12 inches below the invert of the pipe, whichever is less. The pay quantity for the installation of structures (i.e. manholes, lift stations, etc.) will be measured using a pay area equal to the external structure diameter plus 24 inches, and a pay depth measured either from the rock surface to full depth of rock, or to a depth of 12 inches below the bottom of the structure, whichever is less.

**W47. SPECIAL PIPE BEDDING:**

- A. The unit price for Special Pipe Bedding Includes:
  1. General Work Items of Article 1.6.
  2. Aggregate material MDOT Type 6A (or Engineer approved material) placed at the direction of the engineer.
  3. Installation of dirt mounds every 50 feet in areas where more than 100 feet of stone pipe bedding is used.
- B. Will be paid for by the linear foot placed along the centerline of the pipe according to the pipe bedding material detail.

**W48. WATERMAIN POLYWRAP:**

- A. The unit price for watermain polywrap includes:
  1. General Work Items of Article 1.6.
  2. All labor and materials associated with wrapping pipe as directed by the engineer.
- B. The unit of measurement for payment is linear feet.
- C. The length will be measured along the centerline of the pipe.

**W49-52. SANITARY SEWER, PVC, \_ INCH REPAIR:**

- A. The unit price for Sanitary Sewer, PVC, \_ Inch Repair includes:
  1. General Work Items of Article 1.6.
  2. Removal of existing sewer crossing.

3. All fittings, pipe, connections, labor, and appurtenances required to complete the repair
4. Complete in-kind restoration with the exception of sand subbase, aggregate base, and bituminous restoration which are paid for by separate pay items.
5. Removal and replacement of unsuitable backfill material.
6. Excavation and cleanup of work area and cleanup of all debris and scraps.

B. The unit of measurement for payment is linear feet.

C. The length will be measured along the centerline of the pipe.

**W53-59. STORM SEWER, CL A, \_ INCH REPAIR:**

- A. The unit price for Storm Sewer, Cl A, \_ Inch Repair includes:
1. General Work Items of Article 1.6.
  2. Removal of existing sewer crossing.
  3. All fittings, pipe, connections, labor, and appurtenances required to complete the repair
  4. Removal and replacement of unsuitable backfill material.
  5. Excavation and cleanup of work area and cleanup of all debris and scraps.
  6. Includes all mortar, block, and filter fabric required to complete the repair.

B. The unit of measurement for payment is linear feet.

C. The length will be measured along the centerline of the pipe.

**W60. SIGN, TYPE III, REM:**

- A. The unit price for Sign, Type III, Rem includes:
1. General Work Items of Article 1.6.
  2. Removal of the sign panel, post, and foundation
  3. All equipment, labor, and tools required to complete the removal

B. The unit of measurement for payment is each.

**W61. SIGN, TYPE III, ERECT, SALV.**

- A. The unit price for Sign, Type III, Erect Salv, includes:
1. General Work Items of Article 1.6.
  2. Transportation, storage, and handling of salvaged signs.
  3. All brackets, anchors, tools, equipment and labor required to hang the salvaged signs.
  4. Sign foundations and posts if existing posts are damaged.

B. The unit of measurement for payment is each.

**N62. HMA SURFACE REMOVAL AND AGG COND**

- A. The unit price for HMA Surface Removal and Agg Cond includes:
  - 1. General Work Items of Article 1.6.
  - 2. All labor, materials, equipment and tools required to remove the existing HMA surface
  - 3. Transportation and disposal of removed material.
  - 4. Regrading of the existing aggregate surface in preparation for paving.
- B. The unit of measurement for payment is square yard.

**W63. SPECIAL TRENCH BACKFILL**

- A. The unit price for Special Trench Backfill includes:
  - 1. General Work Items of Article 1.6.
  - 2. All labor, materials, equipment and tools required to remove the existing unsuitable material and the reinstallation and compaction of an imported Class II backfill.
  - 3. To be placed as directed and approved by the Engineer in the Field.
- B. The unit of measurement for payment is cubic yard.

**W64. TEMPORARY WATER SERVICE**

- A. The unit price for Special Trench Backfill includes:
  - 1. General Work Items of Article 1.6.
  - 2. All labor, materials, equipment and tools required to install temporary water service, including but not limited to, temporary water main, water services, valves, and fittings.
  - 3. Each property will only count as one regardless of duration of the connection.
  - 4. Contractor will hook to exterior hose bib.
  - 5. The City of Negaunee will be responsible for coordinating the installation of exterior hose bibs for properties in which they are not currently present.
- B. The unit of measurement for payment is by each.

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## BID FORM FOR CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# **GUIDELINES FOR USE OF EJCDC® C-410, BID FORM FOR CONSTRUCTION CONTRACT**

## **1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT**

EJCDC® C-410, Bid Form for Construction Contract, is used to prepare the Bid Form for a specific project (contract). The Bid Form assumes a competitive bidding process and the use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements which include the Advertisement or invitation to bid, the Instructions to Bidders, the Bid Form, and Bid Form attachments (if any) such as a Bid Bond Form and Qualifications Statement; and
- Contract Documents, which include the Agreement, Performance Bond and Payment Bond, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. Note also that the Supplementary Conditions and other Contract Documents, and the Instructions to Bidders, may refer to other documents that are provided to or made available to Bidders for reference purposes, but which are not Contract Documents.

The terms “Bidding Documents,” “Bidding Requirements,” and “Contract Documents” are defined in Article 1 of the General Conditions. Bidding Requirements and the Contract Documents together are referred to as the Bidding Documents.

The Bidding Requirements are not Contract Documents. Much of their substance pertains to the relationships prior to the award of the Contract, and has little effect or impact thereafter. Contracts may even be awarded without going through a bidding process, and thus have no Bidding Requirements. For this reason, the Contract Documents are written to function without including the Bidding Requirements.

The Bid Form itself ordinarily should not be included as one of the Contract Documents. In most cases the pricing information contained in the Bid Form is transferred into the Agreement. However, there are situations where, to avoid errors incident to rekeying, it may prove wise to attach the Bid Form (or a reproduced copy of it) as an exhibit to the Agreement. The likelihood of such errors increases with many unit-price bid items. The Bid Form should not contain basic contractual provisions since it is only an offer to perform the Work as required by and in accordance with the Contract Documents. The Bid Form must be included in the list of Contract Documents in the Agreement when the Bid Form is incorporated into the Contract.

Likewise, as noted in the Notes to User in this document, changes in the Bidder’s representations and certifications in this document should be coordinated with the Contractor’s representations and certifications in the Agreement.

## **2.0 OTHER DOCUMENTS**

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

Suggested standard provisions in the Bid Form are accompanied by Notes to User and bracketed notes and prompts that are provided to assist in preparing the Bid Form prior to distribution to prospective Bidders. These provisions have been coordinated with the other forms produced by EJCDC.

While preparing this document for use on a specific project, the user may decide to revise or supplement some of the standard provisions. When such changes are made, the user should review whether corresponding changes are needed in the following related EJCDC documents:

<b>EJCDC Doc. No.</b>	<b>Document Title</b>	<b>Edition</b>
C-111	Advertisement for Bids for Construction Contract	2018
C-200	Instructions to Bidders for Construction Contract	2018
C-451	Qualifications Statement	2018
C-520	Agreement between Owner and Contractor for Construction Contract (Stipulated Sum)	2018
C-525	Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee)	2018

Other documents that provide additional information or guidance for the use of this document include the following:

<b>EJCDC Doc. No.</b>	<b>Document Title</b>	<b>Edition</b>
C-001	Commentary on the 2018 EJCDC Construction Documents	2018
C-430	Bid Bond (Penal Sum Form)	2018
C-435	Bid Bond (Damages Form)	2018
C-700	Standard General Conditions of the Construction Contract	2018
C-800	Supplementary Conditions of the Construction Contract	2018

### **3.0 ORGANIZATION OF INFORMATION**

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, [www.ejcdc.org](http://www.ejcdc.org), and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

### **4.0 GUIDANCE NOTES AND NOTES TO USER**

EJCDC Documents include Guidance Notes and Notes to User to provide guidance regarding the preparation of Project specific documents. These notes are intended for use by the User in the preparation of the document and are not intended to be included in the completed document. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the Bid Form. As a project-specific Bid Form is prepared and made ready for issuance to bidders, all shaded text (Guidance Notes and Notes to Users) should be deleted.

Guidance Notes provide information regarding the paragraphs which follow, including reasons for the article, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the document. When alternate paragraphs for different situation are presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete those paragraphs not used.

## **5.0 EDITING THIS DOCUMENT**

5.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([ ]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.
- E. Complete tables.
- F. Delete Guidance Notes.

## **6.0 LICENSE AGREEMENT**

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at [www.ejcdc.org](http://www.ejcdc.org) and the websites of EJCDC’s sponsoring organizations.

# 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: **City of Negaunee, 319 W Case Street, Negaunee, MI 49866**
- 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; ~~and~~
  - ~~G. [List other documents and edit above as pertinent].~~
  - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
  - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
  - I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
  - J. [List other documents and edit above as pertinent].

## 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	\$
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2. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$
Alternate A <del>[Add]</del> <del>[Deduct]</del>	\$
Alternate B <del>[Add]</del> <del>[Deduct]</del>	\$

3. Lump Sum Price (Sectional Lump Sum Bids)

Lump Sum Bid Price for Section I only	\$
Lump Sum Bid Price for Section II only	\$
Lump Sum Bid Price for Section I and II	\$

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	\$
Lump Sum for Cash Allowance 2	\$
Lump Sum for Cash Allowance 3	\$
Total for all Lump Sum for Cash Allowances	\$

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	\$
Lump Sum Contingency Allowance 2	\$
Lump Sum Contingency Allowance 3	\$
Total for all Lump Sum Contingency Allowances	\$

3.02 Unit Price Bids

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

No.	Description	Qty	Unit	Unit Price	Total
W1	MOBILIZATION	1	LSUM		
W2	TRAFFIC CONTROL	1	LSUM		
W3	DEWATERING	1	LSUM		
W4	DUCTILE IRON WATERMAIN, 6 INCH	950	LF		
W5	DUCTILE IRON WATERMAIN, 8 INCH	11100	LF		
W6	DUCTILE IRON WATERMAIN, 10 INCH	250	LF		
W6	DUCTILE IRON WATERMAIN, 12 INCH	30	LF		
W7	8 INCH DIRECTIONAL BORE WATERMAIN	350	LF		
W8	4 INCH FLOWABLE FILL	260	LF		
W9	6 INCH FLOWABLE FILL	100	LF		
W10	WATERMAIN, 4 INCH CUT AND PLUG	2	EA		

W11	WATERMAIN, 6 INCH CUT AND PLUG	1	EA		
W12	6 INCH GATE VALVE & BOX	46	EA		
W13	8 INCH GATE VALVE & BOX	56	EA		
W14	10 INCH GATE VALVE AND BOX	10	EA		
W15	12 INCH GATE VALVE AND BOX	1	EA		
W16	16 INCH GATE VALVE AND BOX	0	EA		
W17	CONNECT TO 6 INCH WATERMAIN	21	EA		
W18	CONNECT TO 8 INCH WATERMAIN	10	EA		
W19	CONNECT TO 10 INCH WATERMAIN	18	EA		
W20	CONNECT TO 12 INCH WATERMAIN	2	EA		
W21	HYDRANT REM	25	EA		
W22	FIRE HYDRANT	39	EA		
W23	1 INCH COPPER WATER SERVICE	6600	LF		
W24	1 INCH WATER SERVICE CONNECTION	204	EA		
W25	12 INCH GRANULAR SUBBASE (CIP)	30000	SYD		
W26	AGGREGATE BASE, 8 INCH	30000	SYD		
W27	HMA 4EL, 1.5 INCH	2500	TON		
W28	HMA 5EL, 1.5 INCH	2500	TON		
W29	HMA APPROACH, 2 INCH	50	TON		
W30	PAVEMENT MARKINGS,	2200	LF		
W31	HMA SURFACE, REM	30000	SYD		
W32	CURB AND GUTTER, REM	10200	LF		
W33M	CURB AND GUTTER, CONC, DET E2	400	LF		
W34M	CURB AND GUTTER, CONC, DET F2	6000	LF		
W35M	CURB AND GUTTER, CONC, DET M	600	LF		
W33H	CURB AND GUTTER, CONC, DET E2	200	LF		
W34H	CURB AND GUTTER, CONC, DET F2	2600	LF		
W35H	CURB AND GUTTER, CONC, DET M	250	LF		
W36	CURB RAMP OPENING, CONC	210	LF		
W37	CONCRETE DRIVE REM	3100	SFT		
W38	6 INCH CONCRETE DRIVE	3100	SFT		
W39	SIDEWALK, REM	25000	SFT		
W40	SIDEWALK, CONC, 4 INCH	25000	SFT		
W41	SIDEWALK RAMP, CONC, 4 INCH	1200	SFT		
W42	DETECTABLE WARNING SURFACE	150	LF		
W43	AGGREGATE DRIVEWAY, 23A, 6 INCH, CIP	250	SYD		
W44	TURF RESTORATION	8000	LF		
W45	INLET PROTECTION, FABRIC DROP	72	EA		
W46	ROCK EXCAVATION	300	CYD		
W47	SPECIAL STONE PIPE BEDDING	300	LF		
W48	WATERMAIN POLYWRAP	300	LF		

W49	SANITARY SEWER, PVC, 6 INCH, REPAIR	50	LF		
W50	SANITARY SEWER, PVC, 8 INCH, REPAIR	50	LF		
W51	SANITARY SEWER, PVC, 12 INCH, REPAIR	100	LF		
W52	SANITARY SEWER, PVC, 24 INCH, REPAIR	30	LF		
W53	STORM SEWER, CL A, 6 INCH, REPAIR	150	LF		
W54	STORM SEWER, CL A, 8 INCH, REPAIR	50	LF		
W55	STORM SEWER, CL A, 10 INCH, REPAIR	150	LF		
W56	STORM SEWER, CL A, 12 INCH, REPAIR	150	LF		
W57	STORM SEWER, CL A, 18 INCH, REPAIR	100	LF		
W58	STORM SEWER, CL A, 20 INCH, REPAIR	100	LF		
W59	STORM SEWER, CL A, 24 INCH, REPAIR	150	LF		
W60	SIGN, TYPE III, REM	20	EA		
W61	SIGN, TYPE III, ERECT, SALV.	20	EA		
W63	SPECIAL TRENCH BACKFILL	500	CYD		
W64	TEMPORARY WATER SERVICE CONNECTION	250	EA		

Non-Participating Quantity unit prices shall match the same number in the watermain quantities section. These pay items will be paid for by the City of Negaunee.

N27	HMA 4E1, 1.5 INCH	1100	TON		
N28	HMA 5E1, 1.5 INCH	1100	TON		
N62	HMA SURFACE REM & AGG COND	12500	SYD		

B. 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 Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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**ARTICLE 4—BASIS OF BID—COST PLUS FEE**

4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.

4.02 *Contractor's Fee*

A. Contractor's fee will be **[number]** percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.

1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed **[\$insert cap amount]**, subject to increases or decreases for changes in the Work.

B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC-13.01.B.2)	
Amounts to be paid to Subcontractors (GC-13.01.B.3)	
Amount to be paid to special consultants (GC-13.01.B.4)	
Other costs (GC-13.01.B.5)	

1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed **[\$insert cap amount]**, subject to increases or decreases for changes in the Work.

C. Contractor's fee will be the fixed sum of **[\$number]**.

4.03 *Guaranteed Maximum Price*

A. The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed **[\$Bidder fill in GMP]**.

Deleted

**ARTICLE 5—PRICE PLUS TIME BID**

5.01 *Price Plus Time Contract Award (Stipulated Price Contract)*

A. The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description		Amount
A	1. Total Bid Price		<b>[\$number]</b>
	2. Total number of calendar days to substantially complete the Work	<b>[number]</b> days	
	3. Liquidated Damages Rate (from Agreement)	<b>[\$number]</b> /day	



B	4. Adjustment Amount (2 x 3)		\$(number)
A+B	5. Amount for Comparison of Bids		\$(number)

~~B. The purpose of the process in the table above is only to calculate the lowest price-plus-time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~

~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 ~~Price-Plus-Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)~~

~~A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Guaranteed Maximum Price		\$(number)
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$(number)/day	
B	4. Adjustment Amount (2 x 3)		\$(number)
A+B	5. Amount for Comparison of Bids		\$(number)

~~B. The purpose of the process in the table above is only to calculate the lowest price-plus-time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

**Deleted**

**ARTICLE 6—TIME OF COMPLETION**

6.01 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.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

**Deleted**

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

**Deleted**

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for ~~60~~ **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *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.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *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, **including all American Iron and Steel requirements.**
  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.

#### 8.02 *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:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(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:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Bidder's tax ID # \_\_\_\_\_

Bidders DUNS # \_\_\_\_\_