

MANAGEMENT SERVICES DEPARTMENT Purchasing Division 241 West South Street Kalamazoo, MI 49007-4796 Phone: 269.337.8020 Fax: 269.337.8500 www.kalamazoocity.org purchasing@kalamazoocity.org

# ADDENDUM #1

March 23, 2022

# TO:ALL Prospective BiddersPROJECT NAME:Kilgore Road ResurfacingBID REFERENCE #:91395-003.0BID DUE/OPENING DATE:Wednesday, March 30, 2022 at 3:00 p.m. Local Time

The purpose of this addendum is to clarify and/or modify the Bid Items, Drawings and/or Specifications for this project. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

# 1. **RESPONSE TO QUESTIONS**

Q1: The special provision for Dr. Structure Cover, Type 1, Modified and it states that a Cover B or S is included in this pay item. Along with temp lowering and raising. There is a separate pay item for the Dr. Structure Cover, Type B.

# Can you explain where the Dr. Structure Cover, Type B pay item, is to be used?

- A: The Dr. Structure Cover, Type 1, Modified pay item has been updated to remove the phrase "supply and install the new cover" and change it to "install/replace the cover" (*Addendum #1, Attachment A*). Sanitary sewer covers, Type S covers, will be provided by the City (see Sheet 15 in plan set of original Bid Document). Cover Type B's are covered by the Dr. Structure Cover, Type B pay item and will be paid for at bid price.
- Q2: There is a pay item Gate Valve Box, Top Section, Modified. There is no special provision for this item.

Can you clarify what is included in this pay item besides the top section and lid? Does the existing bottom section have to be cleaned down to the valve nut etc?

A: Gate Valve Box, Top Section, Modified was not originally in the bid documentation; however, this pay item includes the top section and lid of the gate valve box. Additionally, it was noted that the special provision for Gate Box, Adjust, Case 1, Modified was not included in the bid documentation either. Those have both been added per this addendum. (*Addendum #1, Attachment A*).

# 2. **REPLACE**

Replace APPENDIX D, SPECIAL PROVISIONS of the original Bid Document with the attached Special Provision section (*Addendum #1, Attachment A*).

Page | 2 Bid Ref#: 91395-003.0

# In order for a bid to be responsive, this addendum must be returned, signed and

**dated**, with your bid. If you have already submitted your bid, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it to the undersigned and it shall be incorporated in your bid. Please identify your return envelope with the bid reference number and project description.

Sincerely,

Middle Ex

**Michelle Emig** Purchasing Division Manager

c: George Waring, Public Services Anthony Ladd, Public Services Prevailing Wage File

FIRM: \_\_\_\_\_

SIGNED:

NAME: \_\_\_\_\_\_\_(Type or Print)

DATE:



# ADDENDUM #1

# Attachment A

# **SPECIAL PROVISIONS** To be used when submitting bids for this project.

# **Kilgore Road Resurfacing**

# 91395-003.0

# SPECIAL PROVISION FOR SURFACE RESTORATION

OHM:TJL

# 1 of 5

1/18/2022

**a. Description.** This work shall be done in accordance with the City of Kalamazoo Standards. The requirements of the special provision include a one-year warranty period from date of final inspection performed by the City of Kalamazoo or its designated representative.

**b.** Materials. The materials and application rates specified in Sections 816 and 917 of the 2020 Michigan Department of Transportation Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer.

Materials included in **Surface Restoration**:

- 1. Topsoil Surface, Furn, 3 inch
- 2. Fertilizer, Chemical Nutrient, Cl A (12-12-12)
- 3. Seeding, Mixture THM
- 4. Paper mulch shall be used for hydroseeding
- 5. Mulch Blanket
- 6. Water, Sodding/Seeding/Hydroseeding
- 7. Tackifier shall be MDOT approved from the QPL Section 917.15C
- 8. The hydro-seeding slurry shall consist of a mixture of the following materials:

Mulch: 2,000lbs./acre Fertilizer: 400lbs./acre Tackifier: 25lbs./acre Seed: 220lbs./acre Water: As required

c. Construction Methods. Prior to placing topsoil, shape and compact all areas to be seeded and hydroseeded. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth may be filled with approved excavated material. Furnishing and placing this additional material is included in **Station Grading** road sections or is incidental in patching sections.

In areas of hydroseeding, the Contractor shall protect site features from over spray. These features shall include, but not be limited to, fire hydrants, mailboxes (including posts), private properties, sidewalks, driveways, pavements or other surfaces that the Engineer may designate as needing to be protected from the hydroseeding operation. Where directed by the Engineer, the Contractor will be responsible to remove all unwanted or unintended overspray. The cost for this work will be the sole responsibility of the Contractor.

Areas within existing and proposed drainage channels shall be restored using mulch blankets with appropriate anchors as recommended by the manufacturer. All other areas shall be

# OHM:TJL

restored using mulch. Mulch shall be bladed into the prepared earth to provide proper anchoring.

If a restored area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement shall be paid for as additional work. If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement shall be at the Contractor's expense.

All areas disturbed by the Contractor and/or their Subcontractors beyond the normal construction limits of this project shall be restored as directed by the Engineer. No additional payment or compensation will be allowed for this activity.

By October 15, only those areas for which work for **Surface Restoration** has already begun shall be completed. After October 15, any remaining areas shall be graded and covered by mulch blanket, temporary seeding and restored the following April 15, or as soon as weather permits.

# **Project Warranty**

Warranty seeded, hydroseeded, or sodded areas through specified maintenance period.

Warranty trees, transplanted trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defect resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.

Based upon the opinion of Engineer, all plants found dead or unhealthy shall be removed and replaced.

Based upon the opinion of Engineer, all plants in suspect condition shall be removed and replaced or shall have an extended warranty period.

The extended warranty period is one full-growing season.

At the end of the extended warranty period all plants found dead, unhealthy, or in suspect condition shall be removed and replaced, based upon the opinion of the Engineer.

Make replacements during growth season following end of warranty or extended warranty season.

Only one replacement will be required at the end of the warranty or extended warranty period, except for losses or replacements due to failure to comply with specified requirements.

# Maintenance

- A. Begin maintenance immediately after planting.
  - 1. Maintain trees, transplanted trees, shrubs and other plants until final acceptance.
  - 2. The Contractor shall be responsible for watering all plantings through the maintenance period and shall keep guy wire taunt, raise tree balls that settle, furnish and apply sprays as necessary to keep the plantings free of disease and insects until the end of the warranty period. All evergreens shall be watered thoroughly in the Fall to insure they do not go into the Winter dry. Arrange with Engineer to walk the site monthly during maintenance period to review maintenance standards. Remove all stakes, guy wires, tree wrap paper, dead twigs and branches from tree and plant materials at the end of this maintenance warranty period.
- B. Maintain Seeded and Hydroseeded Grass Areas
  - 1. The Contractor shall establish a dense lawn of permanent grasses, free from lumps and depressions or any bare spots, none of which is larger than one foot of area up to a maximum of 3% of the total seeded lawn area. Any part of the seeded lawn that fails to show a uniform germination shall be reseeded until a dense grass cover is established.
  - 2. The Contractor shall water and provide a minimum of two cuttings of the lawn or more as necessary until the final inspection and acceptance of the seeded lawn area by the Engineer. When the lawn reaches 3 inches in height it shall be cut to 2 inches in height.
  - 3. If seeded in fall and not given full 60 days of maintenance, or if not considered acceptable at that time, continue maintenance following spring until acceptable lawn is established.
  - 4. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regarding, replanting, and applying herbicides, fungicides, and insecticides as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
  - 5. Water as required to maintain adequate surface soil moisture for proper seed germination. Continue watering as required for not less than 30 days. Thereafter apply ½" of water twice weekly until acceptance. When irrigation is not present seeding should take place in early spring or fall.
  - 6. Repair, rework, re-seed all areas that have washed out, are eroded, or do not catch.

- C. Maintain Sodded Grass Areas
  - 1. Maintain sodded lawn areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides, and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Engineer.
  - 2. Water sod thoroughly every 2 to 3 days, as required to establish proper rooting.
  - 3. Repair, rework and resod all areas that have washed out or are eroded. Replace undesirable or dead areas with new sod.
  - 4. Mow lawn areas as soon as lawn top growth areas a 3-inch height. Cut back to 2-inch height. Repeat mowing as required to maintain specified height. Not more than 40% of grass shall be removed at any single mowing.
  - 5. The Contractor shall water and provide a minimum of two cuttings of the lawn or more as necessary until final inspection and acceptance of seeded lawn areas by the Engineer.
  - 6. Provide a minimum stand of grass by watering, mowing, and maintaining lawn areas until final acceptance. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the Engineer.
  - 7. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, and insects.
- D. Inspection and Final Acceptance
  - 1. When landscape work is completed, including maintenance, Engineer will, upon request make a final inspection to determine acceptability.
  - 2. Landscape work may be inspected for acceptance in parts agreeable to Engineer provided work offered for inspection is complete, including maintenance.
  - 3. Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Engineer and found acceptable. Remove rejected plants and materials promptly form project site.

OHM:TJL

# 5 of 5

1/18/2022

c. Measurement and Payment. The completed work as measured for Surface Restoration will be paid for at the contract unit prices for the following contract items (pay items):

# Pay Item

Pay Unit Surface Restoration......Syd

Surface Restoration will be measured in place by station. Payment for Surface Restoration shall include all materials, equipment, and labor required to complete the work as described.

# SPECIAL PROVISION FOR SIDEWALK RETAINING WALLS

# OHM:TJL

# 1 of 2

1/19/2022

## a. Description.

This work shall consist of constructing new sidewalk retaining walls as called for on the plans or as directed by the Engineer. All work shall be performed in accordance with section 802 of 2012 MDOT Standard Specifications for Construction and MDOT Standard Plans, except as modified herein and elsewhere in the contract documents.

# b. Material.

Use materials conforming to Section 802 of 2020 MDOT Standard Specifications for Construction and as shown on the plan details.

### c. Construction.

This work shall be constructed in accordance with Section 802 of 2020 MDOT Standard Specifications for Construction and the details as shown on the plans.Construct **Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height** as shown on the special detail.

The Contractor is responsible for any damage to concrete items, including but not limited to Vandalism, vehicular, pedestrian and/or miscellaneous structural damage; surface texture damage; and rain damage.

### d. Measurement and Payment.

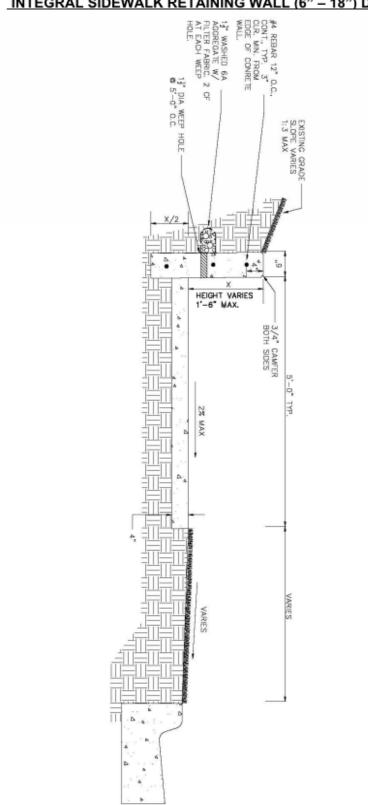
The completed work as measured for Concrete Curb and Gutter will be paid for at the contract unit price for the following contract item (pay item):

# Pay Item

#### Pay Unit

Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height...... Square Feet

The unit prices for these items shall be measured in place by square foot. The area shall be measured by the exposed face area of the retaining wall. The sidewalk section will be paid for separately. The contract price shall be payment in full for all labor, materials, and equipment necessary to construct the **Sidewalk Retaining Wall**, **Integral, 6 inch to 18 inch Height** in accordance with the plan details. Any excavation, subgrade compaction, backfilling behind the retaining wall, disposal of excess materials, joints, rebar and curing compound shall be considered as incidental to the retaining wall construction.



# INTEGRAL SIDEWALK RETAINING WALL (6" - 18") DETAIL

# **SPECIAL PROVISION**

# FOR

# DR STRUCTURE COVER, TYPE\_, MODIFIED

COK

Page 1 of 2

11/1/2021

**a. Description.** This work consists of furnishing, placing and adjusting to final grade City of Kalamazoo owned sanitary and storm sewer structure covers during construction operations in accordance with Section 403 of the MDOT Standard Specifications for Construction.

b. Materials. Provide materials in accordance with the following:

- 1. Cover and Casting: Supply a Dr Structure Cover, Type \_\_\_, and Modified in accordance with City of Kalamazoo Specifications for Sanitary and Storm sewer meeting the requirements of Section 908 of the MDOT Standard Specifications for Construction.
- Cover B (Storm Sewer) shall consist of an EJIW 1045ZPT (bolted) frame with a 1040A (non-bolted) *Non-Vented* Cover with 2 inch "STORM SEWER" lettering or approved equal.
- **3.** Cover S (Sanitary Sewer) shall consist of an EJIW 1045ZPT (bolted) frame with a 1040A (non-bolted) Cover with 2 inch "SANITARY SEWER" lettering or approved equal.
- 4. Concrete: Use Grade P-NC concrete meeting the requirements of Section 601.
- 5. Mortar Type R-2: Use mortar meeting the requirements of Section 702.

c. Construction Methods. Remove existing pavement around the drainage structure using the Mr. Manhole<sup>™</sup> or equivalent system. Remove the existing drainage structure in a manner to avoid roadway materials from entering the manhole structure. Salvage existing manhole covers and castings if in good condition; otherwise replace the casting and cover. If pickup is needed, notify the Engineer when manhole cover and casting are ready for pickup. Place a steel plate over the manhole structure and fill in the resulting void with the HMA mixture or material approved by the Engineer. Record the location of each structure and use a locating system or GPS record of each structure for finding it following final paving.

Prior to paving, ensure that locations of structures are confirmed & recorded, and any markers or caps used are in place to easily identify and find each structure after final paving. Upon completion of final paving, cut out and remove the pavement around the structure using the Mr. Manhole<sup>TM</sup> or equivalent system. Avoid roadway materials from entering the manhole structure. Remove the plate and locator cap. Set the new structure cover in a full bed of mortar or using custom adjusting rings built for this purpose. Adjust in accordance with manufacturer's instructions, MDOT Standard Specifications, and best practices. Set the structure cover level with the roadway (nominal offset = 0", maximum offset = +/-1/8"). Fill in resulting void with concrete meeting the requirements of Section 1006. Assume ownership of excess removed materials and dispose of according to subsection 205.03P.

Any material entering the Sewer system must be removed promptly. If the contractor neglects to remove the material within 7 days for storm or 24 hours for sanitary after receiving written notification from the Engineer, the Engineer may proceed with the removal. The Engineer will deduct the cost of the removal from the monies that are or may become due to the contractor.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

# **Contract Item (Pay Item)**

# Pay Unit

Dr Structure Cover, Type \_\_, Modified ......Each

The unit price for Dr Structure Cover, Type \_\_\_, Modified includes all labor, equipment, and materials to remove any existing pavement or soils, install/replace the cover, place adjustment rings, and any HMA patching over the plated structure.

# SPECIAL PROVISION FOR HOT MIX ASPHALT APPLICATION ESTIMATE

OHM: TJL

# 1 of 1

1/19/2022

a. Description. Hot Mix Asphalt (HMA) and binder shall be applied per the following rates.

# b. Materials.

ldent. No.	Item Description	Rate (Lbs/Syd)	Estimated Thickness (Inches)	Performance Grade	Location/Remarks
4EML	HMA, 4EML	220	2	64-28	Wearing Course
13A or EL	Hand Patching	Varies	Varies	58-28	Patches

Note: Bond coat at 0.10 to 0.15 Gal/Syd between each lift and over existing pavement. Minimum aggregate wear index (AWI) = 260. Bond coat to be applied long longitudinal joint prior to paving adjacent lane.

Tier 1 Rap content shall apply to all wearing courses.

# SPECIAL PROVISION

# FOR

# MAINTAINING TRAFFIC

COK

Page 1 of 4

2/16/2022

**a. Description.** This work shall consist of maintaining construction zone traffic and placing traffic control devices for Kilgore Street Repaving and any affected side streets as described in this special provision and as directed by the Engineer in the City of Kalamazoo, Michigan.

**b.** Materials. Provide material in accordance with Sections 812 and 922 of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

**c. Storage of Materials.** Location for storage of materials shall be addressed by the contractor in the City ROW permit and approved by the Engineer prior to the commencement of work. All maintenance of traffic materials shall be stored in the approved location(s). Any items not stored in the proper location shall be corrected no later than 24 hours after notice is given by the Engineer. Items found not stored in the approved locations or not corrected within the allotted time shall be grounds for the City to withhold payment for maintenance of traffic until corrected.

**d. Construction.** Traffic shall be maintained according to Chapter 6 of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) Guide to Sections 104.07, 104.11, 812, and 922 of the MDOT Standard Specifications for Construction, including any Supplemental Specifications, and as specified here.

1. The Contractor shall notify the Project Engineer a minimum of 72 hours prior to the implementation of any detours, road closures, shoulder closures, or lane closures.

2. The Contractor shall coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

3. City of Kalamazoo (City), maintenance crews and/or Contract Maintenance Agencies may perform maintenance work within or adjacent to the CIA. The City and/or Contract Maintenance Agency will coordinate their operations with the Engineer to minimize the interference to the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.

4. The Contractor shall provide a traffic control plan for each phase of the project to the Engineer for approval by the Traffic Safety Department and the Engineer prior to beginning work requiring traffic control. The traffic control plan shall include all temporary signage, type II barricades, type III barricades, plastic drums, etc. and appropriate temporary pavement markings where needed.

5. Construction Influence Area (CIA). The CIA shall include the right-of-way of the following roadways, within the approximate limits described below:

A. Kilgore Rd. from Oakland Dr to Westnedge Ave. and all street returns to the north.

6. Traffic Restrictions and Construction Requirements.

A. All work shall be conducted during daytime hours unless otherwise specified herein or approved by the Engineer. Night work may be permitted at the discretion of the Engineer. However, any additional cost for such work shall be borne by the Contractor.

B. Access for construction vehicles between the travel lanes and work areas will be restricted to specific locations. The number of access points and their locations will require the prior approval of the Engineer.

C. Undercuts or excavations immediately adjacent to active traffic lanes shall be restored to no less than a 1 on 4 slope at the end of each working period unless otherwise approved by the Engineer. Fencing shall be required to protect open trenches during non- working hours and shall be provided by the Contractor as part of the trenching item utilized.

D. Duration of driveway and alley closures shall be minimized. Contractor shall provide property owners with written notice a minimum of four (4) business days prior to the anticipated driveway and alley closure, and shall inform residents of the anticipated duration of the driveway or alley closure.

E. The Contractor shall maintain and coordinate daily waste pickup and deliveries to all business buildings affected by driveway, alley and road closures for this project.

F. Sidewalks or pathways in the project area shall be maintained at all times except in areas where sidewalk or pathway removal and replacement are ongoing. Sidewalk or pathways removed shall be replaced as soon as is feasibly possible.

G. Ingress and egress to all buildings and parking areas for pedestrians and vehicles shall be maintained.

H. Keep all side streets and alleys free of construction related materials, equipment, and activities to allow clear visibility and access to all properties and businesses.

I. Contractors, employees, and subcontractors shall not park vehicles or store equipment in areas that are needed for residential or adjacent commercial parking and at no time shall vehicles be parked or equipment stored on private property unless written permission is obtained from the property owner. Also, Contractors, employees and subcontractors shall not drive construction equipment of any kind on private property without written permission of the property owner.

J. Construction equipment and material storage shall not be allowed on top of existing areaways, pathways or sidewalks.

K. Street name signs shall be maintained within the construction area for the duration of the project. Street name signs shall be visible from all intersection corners. If the existing street name sign and support are to be removed, and there is no alternate support available, the Contractor shall erect a separate post & street name sign for this purpose. The cost for this work shall be included in maintaining traffic.

L. Removing, obstructing, relocating or otherwise tampering with a regulatory traffic sign is prohibited unless approved by the Engineer and the City Traffic Safety Department. Where a conflict is foreseen or encountered, the sign(s) may be removed by the Contractor only upon installation of temporary signs(s) placed in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) at location(s) approved by the Engineer. Temporary signs shall be maintained by the Contractor until the existing permanent signs are reinstalled. The cost for this work shall be included in cost for Maintaining Traffic.

- 7. Traffic Control Devices.
  - A. General

i. All traffic control devices and their usage shall conform to the most current revision of Part 6 of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

ii. During non-working periods, any work site with uncompleted work shall have advance signs (W21-4 - "Road Work Ahead") and plastic drums, at specific locations, as directed by the Engineer.

B. Temporary Signs

i. Tables for "L", "D" and "B" values are provided in MDOT Traffic and Safety Figure M0020a.

ii. Temporary signs shall be on ground driven sign supports as shown in MDOT Traffic and Safety Figure WZD-100-A.

iii. The signing for a one or two lane closure and traffic shift shall be as shown in the MDOT Traffic and Safety Figure M0240a and M0120a..

iv. All diamond-shaped warning signs shall be 48 inch x 48 inch mounted at a 7 foot minimum bottom height in curbed or pedestrian areas.

v. Distances between construction warning, regulatory and guide signs shown on the Figures are approximate and may require field adjustment, as directed by the Engineer.

vi. All temporary signs shall be constructed with legends and symbols flush to the sign face and not extending beyond the sign borders or edges.

vii. All temporary signs shall be faced with prismatic retroreflective sheeting.

viii. The City will provide temporary neighborhood business signage (sign board only) for the purpose of directing the public to the various businesses within the Construction area. The Contractor shall be responsible for the installation, maintenance, and relocation of these signs as necessary to coincide with the various

phases of the project. The cost to install, maintain, and relocate these signs will be paid for under Install and Maintain Temporary Neighborhood Business Signs.

ix. Whenever a lane or obstruction is removed, all related construction signs shall be removed, turned away from traffic or otherwise made not visible to traffic.

- C. Channelizing Devices
  - i. Channeling devices required for maintaining one lane of traffic in each direction shall be Channelizing Device, 42 inch and shall be included in the pay item Maintaining Traffic.

**e. Measurement and Payment**. The completed work shall be paid for at the contract unit price which shall include all materials, equipment and labor required to complete this work. Pay items are listed in the contract and invitation for bid documents.

# CITY OF KALAMAZOO SPECIAL PROVISION FOR PAVT REM, MODIFIED

OHM:TJL

1 OF 1

10/20/2020

**a. Description.** Description. The existing pavement(s) shall be removed as shown on the plans and as specified in Section 204, Removing Miscellaneous Structures and Materials, of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction except as modified herein.

# b. Materials. None Specified

**c.** Construction Methods. All existing roadway and driveway pavements(s) to be removed shall be paid for once as "Pavt, Rem, Modified", regardless of depth/thickness of pavement material being removed. The existing pavement may contain different materials with depths of each material and potentially remnants of street railway system including ties, ballast, rails and spikes, plates and other material. The contractor shall investigate the pavement cores/soil borings. No claims will be allowed of pavement thickness deeper than anticipated, where no pavement core/soil borings data exists. "Pavt Rem, modified" shall include excavation, removal and disposal pf all pavements and materials necessary to construct the proposed improvements.

**d. Measurement and Payment.** The completed work for **Pavt, Rem, Modified**,, **Modified** will be paid for at the contract unit price for the following contract item (pay item):

 Pay Item
 Pay Unit

 Pavt Rem, Modified......Square Yard

**Pavt, Rem, Modified,** will be measured in its original position by the unit square yard and paid for at the contract unit price per square yard, which price shall be payment in full for all labor, materials, and equipment needed to accomplish this work.

### **SPECIAL PROVISION**

# FOR

# **PROGRESS CLAUSE**

COK

Page 1 of 1

2/16/2022

**a.** The Contractor shall submit a complete, detailed and signed, Progress Schedule, to the Engineer, utilizing MDOT form number 1130.

**b.** The progress schedule shall include, at a minimum, the controlling work items for the completion of the project and the planned dates of the work items that will be the controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the contract must be included in the progress schedule.

**c.** After receiving Notice of Award, start work within 10 calendar days after award or on a date approved by the Engineer. In no case, may any work be commenced prior to receipt of formal notice of award by the City.

**d.** The project must be open to traffic, including final site restoration, permanent pavement markings and signs, punch-list, and/or project clean-up on or before **August 26**, 2022.

**e.** After award, and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project. The named subcontractor(s) for, Designated and/or Specialty Items, as shown in the proposal, is/are recommended to be at the preconstruction meeting if such items materially affect the work schedule.

**f.** Liquidated Damages shall be assessed in accordance with Section 108.10 of the MDOT Standard Specifications for Construction.

**g.** The Contractor may be required to meet for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.

**h.** Failure on the part of the Contractor to carry out the provisions of this Progress Clause may be considered sufficient cause to prevent bidding future projects with the City.

#### **SPECIAL PROVISION**

# FOR

# UTILITY COORDINATION

COK

Page 1 of 2

11/2/2021

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in section 104.08 of the MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the MDOT Standard Specifications for Construction. Contractor delay claims resulting from a utility, will be determined based upon Section 109.05 of the MDOT Standard Specifications for Construction.

For protection of underground utilities in conformance with Public Act 53, the Contractor shall dial 1-800-482-7171 or 811 a minimum of three (3) full working days, excluding Saturdays, Sundays and holidays, prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be a part of the "MISS dig" alert system.

#### **PUBLIC UTILITIES**

The following Public Utilities have facilities located within the Right-of-Way:

Name of Owner	Kind of Utility
Consumers Energy 2500 East Cork Street Kalamazoo, MI 49001	Electric Natural Gas
AT&T 2919 Millcork Street Kalamazoo, MI 49001	Telephone
Charter Communications 4176 Commercial Avenue Portage MI 49002	Cable
Comcast 5047 W Main Street Kalamazoo, MI 49009	Cable
CTS Telecom 13800 East Michigan Avenue Galesburg, MI 49053	Fiber
Midwest Fiber 6070 North Flint Road Glendale, WI 53209	Fiber

Western Michigan University 1903 W. Michigan Avenue Kalamazoo, MI 49008

City of Kalamazoo Public Utilities Department 415 Stockbridge Avenue Kalamazoo, MI 49001 University

Water Sanitary Sewer Storm Sewer City Fiber

# SPECIAL PROVISION FOR TRAFFIC SIGNAL COORDINATION

# OHM:TJL

#### 1 of 1

2/16/2022

**a. Description.** The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. The contractor shall provide a minimum of 5 business days prior to starting construction activities that will require bagging, moving or timing adjustments of traffic signals.

For protection of underground utilities, the Contractor shall dial 1-800-482-7171 a minimum of 3 working days prior to excavating. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

**b.** Coordination with Utilities. The Westnedge/Kilgore traffic signal will need to have timing adjusted and heads bagged to accommodate construction. This work shall be coordinated with the City of Portage DPW.

- c. Relocation. None anticipated.
- d. Public Utilities.

Name of Owner	Type of Utility
City of Portage Attn: Muhammad Arif <u>arifm@portagemi.gov</u>	. Traffic Signal
Alt: Jamie Harmon <u>harmonj@portagemi.gov</u> (269)329-4428	
7719 S Westnedge Avenue Portage, MI 49002 Phone: (734) 996-5330	
City of Kalamzoo. Attn: Dennis Randolph <u>randolphd@kalamazoocity.org</u> (269) 337-8612 (O) (269) 303-4563 (C)	Traffic Signal
415 E Stockbridge Ave Kalamazoo, MI 49001 Phone: (269) 337-8779	

# SPECIAL PROVISION FOR CURB RAMP, MODIFIED

# OHM:TJL

1 of 1

02/17/2022

**a. Description.** Work shall be done in accordance with applicable sections of the *Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction*, except as follows. Complete this work according to the Standard Specifications for Construction, Standard Plan R- 28 series and this special provision.

**b. Materials.** Provide truncated dome detectable warning surfaces that contrast visually with adjacent walking surfaces, either light-on-dark or dark-on-light, on new concrete sidewalk ramps the detectible warning surface color shall be Colonial Red (Federal Color No. 20109). Provide written certification, to the Engineer, that detectable warning surfaces comply with all requirements of the Americans with Disabilities Act Access Guidelines (ADAAG) Draft Section 11 08.

ADA detectable warning surfaces shall be Armor Tile, or equivalent as approved by the City.

**c.** Construction. Construct 6 inch concrete sidewalk ramp according to Section 803 of the Standard Specifications for Construction and Standard Plan R-28 Series. Install new detectable warning surfaces according to the manufacturer's instruction and Standard Plan R-28 Series.

**d. Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following contract pay item(s) and includes all material, equipment and labor to complete this item. Curb Ramp, Modified will be measured by the area of the ramp, in place. Payment includes all labor, materials, and equipment required to construct the sidewalk ramp as shown on the plans, including monolithic rolled curbs along the longitudinal edges of the ramp. The curb ramp opening shall be paid for separately as Concrete Curb.

PAY ITEM	PAY UNIT
Curb Ramp, Modified	Square Foot
Detectable Warning Surface	Foot

# **SPECIAL PROVISION**

# FOR

# GATE BOX, ADJUST, CASE 1, MODIFIED

COK

Page 1 of 1

3/23/2022

**a. Description.** This work consists of adjusting gate boxes in accordance with Subsection 403.03C and 823.03 of the MDOT Standard Specifications for Construction.

**b.** Materials. Use MDOT P-NC Concrete with no fly ash and coarse aggregate 6AA meeting the requirements of section 603.

**c.** Construction Methods. Adjust gate box according to subsection 823.03 and place a concrete collar around the adjusted structure. The concrete shall be uniformly placed around the valve box so it is flush with the top of the final HMA course.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Gate Box, Adjust, Case 1, Modified	EA

The Unit price for Gate Box, Adjust, Case 1, Modified includes all material, labor and equipment to saw cut and remove pavement, adjust the gate box to final grade, replace and re-compact disturbed soils, and place the concrete collar.

# SPECIAL PROVISION FOR GATE VALVE BOX, TOP SECTION

OHM:TJL

# 1 OF 1

03/23/2022

**a. Description.** This work shall consist of removing and replacing the tops sections of gate valve boxes for the road improvements. This work shall be performed accordance with this special provision

**b. Materials**. The top section of the valve boxes shall be from adjustable three-piece screw type, gray iron, with 5-1/4" shaft, such as East Jordan Iron works #8560 or approved equal. Valve box lids shall be gray iron, non-locking, drop-in type, with the word "WATER" in raised letters,

such as East Jordan Iron Works #6800 or approved equal.

**c.** Construction Methods. The work consists of removing and replacing the existing gate valve top section with new section.

d. Measurement and Payment. The completed work for Gate Valve Box, Top Section, Modified will be paid for at the contract unit price for the following contract item (pay item):

 Pay Item
 Pay Unit

 Gate Valve Box, Top Section, Modified......Square Yard

**Gate Valve Box, Top Section, Modified,** will be measured by the each and payment in full for all labor, materials, and equipment needed to accomplish this work.