

DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
KETTERING DEMOLITION PROJECT – SOIL REMOVAL AND DISPOAL
ADDENDUM NO. 1
MARCH 26, 2024

This Addendum is incorporated into the requirements and contract documents for the Request for Proposals referenced above and shall be so indicated as Addendum No. 1 on the proposal form accompanying the submittal for this project.

All terms and conditions of the Request for Proposal and Addendum No.1 shall remain unchanged except as specifically changed or amended by the following:

1.0 **Question:** Can soil/site access occur from Van Dyke Street

Response: Yes, provided that the contractor is able to secure the required permits.

2.0 **Question:** Can DBRA confirm the project schedule as 50 calendar days.

Response: Yes, the project schedule is 50 calendar days.

3.0 **Question:** Are the insurance requirements correct as stated?

Response: No, the correct insurance requirements are included below as Attachment A1-A

4.0 **Question:** Will soil testing be required?

Response: Any additional soil testing that is needed will be completed by DBRA's soil engineer.

5.0 **Question:** Can you provide the sign in sheet for the Pre-Bid site visit?

Response: The sign in sheet is provided below at Attachment A1-B

6.0 **Question:** Is Contractor required to provide a traffic plan?

Response: Yes, contractor shall provide a traffic plan along with their proposal submittal.

7.0 **Question:** Are there any changes to the bid form?

Response: Yes, the bid form has been updated to reflect the following changes:

- **Item 6 – updated from Cubic Yards to Tons as unit of measurement. The quantity of soil removal has also been updated.**
- **Alternative Pricing, Item 3 has been updated from Cubic Yards to Tons as unit of measurement.**
- **Additional Alternative Pricing, Item 6 – Added a Linear Foot price to remove and reinstall chain link fencing.**

A revised Bid Form has been provided below as Attachment A1-C.

9.0 Question: Is the bid proposal due date of April 4, 2024 correct.

Response: No, the bid proposal due date has been updated to April 9, 2024 at 12-noon EST.

Attachment A1-A Insurance Requirements

INSURANCE

The Contractor shall purchase and maintain in force the following insurances for the duration of this Agreement and any additional periods of coverage specified below:

a. Insurance Provided by the Contractor

The Contractor and all subcontractors of the Contractor shall be responsible for insuring their own transit coverage to the job site. If off-site storage is required, the Contractor shall provide separate proof of insurance for the entire value of the stored items and provide a safe storage area acceptable to the Owner. Deductibles resulting from transit and off-site storage shall be borne by the Contractor.

The Contractor and the Contractor's subcontractors performing work of any type at the Project Site shall maintain and pay for the following insurance coverage with the minimum limits:

- 1) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance, with minimum limits of \$500,000 for each accident, \$500,000 each disease, and \$500,000 each disease per employee. The Contractor agrees that it will obtain a similar covenant with respect to Workers' Compensation and Employers' Liability insurance from any consultant or subcontractor retained by it to render any of the Services. The Contractor shall keep this insurance in force and effect until the receipt of final payment.
- 2) Comprehensive General Liability insurance which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage, with a \$5,000,000 umbrella including XCU and Products Completed Operations. This insurance shall be kept in force and effect for the entire term of this Agreement.
- 3) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury of \$2,000,000 each person and \$5,000,000 each accident and property damage of \$5,000,000 each accident. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. The Contractor shall keep this insurance in force and effect until receipt of final payment.
- 4) Pollution Liability Insurance which conforms to the following requirements: the minimum policy limits shall be \$5,000,000 each occurrence and in the aggregate. This insurance shall be kept in force and effect for the entire term of this Agreement.

If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Owner, render inadequate the foregoing insurance limits, the Contractor shall furnish on demand by the Owner such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected under valid and enforceable policies, issued by insurers registered to do business in the

State of Michigan, of recognized responsibility, which are well-rated by national rating organizations and are acceptable to the Owner.

The Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions under this Section 17 requiring the Contractor to carry the insurance described herein shall not be construed in any matter as waiving or restricting the indemnification, obligation, or any other liability of the Contractor under this Agreement.

Except for Workers' Compensation Insurance, all policies of insurance required hereunder shall name the Owner and the City of Detroit as additional insureds. These policies shall provide that the insurance provided to the additional insureds shall be primary and non-contributory with respect to the additional insureds.

The Contractor agrees that it will require each subcontractor or consultant utilized by the Contractor in connection with this Agreement and Project to maintain adequate insurance for its respective job, naming the Owner and the City of Detroit as additional insureds. These policies shall provide that the insurance provided to the additional insureds shall be primary and non-contributory with respect to the additional insureds.

Before the Contractor, its subcontractors, or its consultants commences performance of any Work at, prepares material for, or delivers material to, the Project Site, the Contractor and all of the Contractor's subcontractors, at any tier, shall provide Certificates of Insurance evidencing coverage in amounts not less than required above. Each of these required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to the Owner and the City of Detroit given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to the Owner new Certificates conforming to the above requirements before the effective date of such cancellation.

b. All Risk Insurance

The Contractor shall secure an "All Risk" form of property insurance. The Contractor shall be responsible for the deductible amount upon any covered loss sustained by the Contractor or subcontractors of the Contractor.

Attachment A1-B

Kettering Demolition Project - Soil Removal and Disposal Pre-Bid Site Visit 3/20/2024 Sign In Sheet

Name	Company	Phone	Fax	Email Address
Don Johnston	ASI Environmental	517-803-3331		don.johnston@asienvironmental.com
Tyler Marcum	Blaze	248-943-0053		tmarcum@blazecontracting.net
Shawn Spilak	BNV Earthmovers	734-868-2288		sspilak@bnvearthmovers.com
Dan McNeely	DLZ	517-256-2126		dmcneely@dlz.com
Billy Versehatse	DMC Consultants	313-588-6096	313-491-1820	billyv@dmcgroupusa.com
Mike Farrow	Farrow Group	313-220-2738		mfarrow330@comcast.net
Brad McQuiston	GFL	248-376-2517		bmcquiston@gflenv.com
Harley Brown	Lead Head	313-866-7022		hkbrown@hotmail.com
Rakesh Reddy	Major Contracting Group	313-532-3212		rakeshreddy@majorcontracting.com
Jon Baran	Saleubien	810-599-8275		jon@saleubienexcavating.com
Bobby Coy	Stone	989-751-5957		bcoy@stonetransport.com
David Baloga	Taplin Enterprises	313-695-1047		davebalogh@taplinholdings.com
Justin Davidson	Taplin Enterprises	269-569-1548		justindavidson@taplinenterprises.com
Jackie Mckenna	Toebe	734-308-1982		jmckenna@tuebe-construction.com
Ron Swan	TSP Environmental	734-838-0426	734-838-0428	rswan@tspenvironmental.com
Vincent Howard	Vin-Con Inc.	313-356-7000	734-359-5180	vin@vinconinc.net

**Attachment A1-C
Bid Form**

A. BASE BID PRICE

The Bidder submits the following Bid Prices for the complete provision of the Soil Removal and Disposal Work specified in Section V: Quantities will be adjusted on actual quantities at the bid unit prices

1. Secure & pay erosion permits – allowance			
<u>Estimated Quantity</u>	<u>Unit Price</u>		<u>Total</u>
1 Lump Sum	\$5,000.00		5,000.00
2. Install soil erosion control silt fence in protections – 3,000 lf of silt fence			
<u>Estimated Quantity</u>	<u>Unit Price</u>		<u>Total</u>
3,000 LF	\$ _____		\$ _____
3. Install soil erosion control - catch basin protections – 6 catch basin protections			
<u>Estimated Quantity</u>	<u>Unit Price</u>		<u>Total</u>
6 EA	\$ _____		\$ _____
4. Secure & pay for all permits required to perform the Work.- allowance			
<u>Estimated Quantity</u>	<u>Unit Price</u>		<u>Total</u>
1 Lump Sum	\$15,000.00\$		15,000.00
5. Grubbing, removal and legal off-site disposal of topsoil, trees and vegetation from around the perimeter of site at or around dirt that is to be removed			
<u>Estimated Quantity</u>	<u>Unit Price</u>		<u>Total</u>
1 Lump Sum	\$ _____		\$ _____
6. Removal of 105,000 tons of dirt, hauling to and disposal in a class II landfill			
<u>Estimated Quantity</u>	<u>Unit Price</u>		<u>Total</u>
105,000 tons	\$ _____		\$ _____

Landfill Owner/ Location of Primary Landfill to be used: _____

Landfill Owner/Location of Second Landfill to be used: _____

Total Base Bid Amount Items 1 thru 7

\$ _____

ALTERNATE PRICES

UNIT PRICES (CIP=compacted in place) (MIP = measured in place)

1. Soil erosion control silt fence furnish & installed – add / deduct per lf \$ _____
2. Catch basin protections – furnish & installed Add / deduct per each \$ _____
3. Excavate & load out soil (measured in place) Add / deduct Tons \$ _____
4. Trucking to landfill Add / deduct per ton \$ _____
5. Grade surface to positive drainage Add / deduct per sf \$ _____
6. Remove and reinstall chain link fencing Add / deduct per lf \$ _____

End of Addendum No. 1