

## MEMO 23-16

TO: Frank Schulte, City Administrator *F.S.*  
 FROM: James Kowalski, Director of Public Services *J.K.*  
 DATE: July 11, 2023  
 SUBJECT: Roslyn Rd. Water Main & Resurfacing Project – AEW Project No. 0160-0464

RECEIVED

JUL 13 2023

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

On June 5, 2023, Council approved funds for soliciting bids and design engineering for the Roslyn Rd. water main replacement and resurfacing project from Mack to Marter.

Pamar Enterprises, Inc. has offered to extend their contract unit prices from the Hampton Rd. Project for the Roslyn Rd. Water Main and Replacement Project. Pamar Enterprises, Inc. was the lowest qualified bid received on February 21, 2023.

AEW has previously worked with Pamar Enterprises, Inc. in Grosse Pointe Woods and their work is satisfactory. They are currently performing similar work on Hampton Rd. and have performed satisfactorily to date.

Based upon the recommendation of AEW, I concur that the contract for the Roslyn Rd. Water Main and Resurfacing Project be awarded to the lowest qualified bidder, Pamar Enterprises, Inc., 31604 Pamar Ct, New Haven, MI 48048, in the amount of \$2,524,727.75. I recommend a construction contingency in an amount not to exceed \$75,272.25 for any unforeseen problems should they arise. The total construction for this project will not exceed \$2,600,000.00.

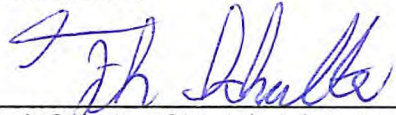
I further recommend construction engineering to be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$348,000.000.

This is a budgeted item included in 2023/2024 fiscal year budget in the accounts listed in the table. Due to the higher bid received, the additional funds require a budget amendment and transfers from account no. 203-000-692.000, Transfer from prior year Reserve Fund Balance and account no. 592-000-692.000, Transfer from prior year Reserve Fund Balance (shown in red on the table).

Account Description	Account Number	Amount
Local Streets Construction	203-451-977.804	\$ 600,000.00
<i>Budget Amendment from account no. 203-000-692.000</i>	203-451-977.804	\$ 50,000.00
Water Main Replacement	592-537-977.300	\$ 1,800,000.00
<i>Budget Amendment from account no. 592-000-692.000</i>	592-537-977.300	\$ 150,000.00
<b>Total Construction</b>		<b>\$ 2,600,000.00</b>

Account Description	Account Number	Amount
Local Streets Engineering Construction	203-451-977.803	\$ 120,000.00
Water Main Engineering	592-537-977.310	\$ 228,000.00
<b>Total Engineering</b>		<b>\$ 348,000.00</b>

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.



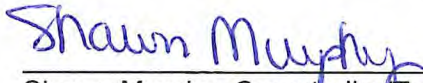
Frank Schulte, City Administrator

7-12-23

Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Shawn Murphy, Comptroller/Treasurer

7-12-23

Date



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia  
586.726.1234 | www.aewinc.com

July 7, 2023

Frank Schulte, City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, Michigan 48236-2397

**Reference:** **Roslyn Rd Water Main & Resurfacing Project**  
Mack to Marter  
AEW Project No. 0160-0464

Dear Mr. Schulte:

Pamar Enterprises, Inc., has offered to extend their contract unit prices from the Hampton Road project for the proposed Roslyn Road Water Main and Resurfacing project. A summary of the bid items is included on the attached Bid Form.

Assuming permits are approved, Pamar Enterprises, Inc. is interested in completing the project this year. We have previously worked with Pamar Enterprises, Inc. in Grosse Pointe Woods, and find them qualified to perform this work. They are currently performing similar work on the adjacent Hampton Road and have performed satisfactorily to date. Additionally, based on the industry price increases, we believe the City would not see a benefit in seeking bids.

Therefore, we recommend that the contract for the **Roslyn Road Water Main and Resurfacing Project** be awarded to **Pamar Enterprises, Inc.**, 31604 Pamar Court, New Haven, MI 48048 in the amount of **\$2,524,727.75**.

In addition, we are recommending construction contingency in the amount of \$75,272.25 and construction engineering in the amount of \$348,000. Design engineering was previously approved in the amount of \$132,000. Therefore, the total project cost is \$3,080,000. The amount budgeted for this project is \$2,880,000. Therefore, we recommend a budget amendment increase in the amount of \$200,000.

If you have any questions, please advise.

Sincerely,



Ross Wilberding, PE

Enclosure: Bid Form  
cc: Jim Kowalski, DPW Director  
Shawn Murphy, Deputy Controller

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# BID FORM

CITY OF GROSSE POINTE WOODS

ROSLYN ROAD WATER MAIN AND RESURFACING

GROSSE POINTE WOODS

AEW PROJECT NO. 0160-0464

BID SUBMITTED BY: Pamar Enterprises, Inc.

Company Name

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City Clerk  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, Michigan 48236-2397

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and

drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the Owner's decision to proceed with the Project is subject to Owner's determination that all legal, financial and grant approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not to proceed with the project in which case no bidder shall have a claim of any kind in contract, tort, equity or otherwise, against the Owner.
- L. Bidders acknowledge that Owner retains the unrestricted right not to proceed with the project and to reject all Bids received. In either case, Owner shall not be liable to any Bidder under any theory including contract, tort, equity or otherwise.
- M. Bidder acknowledges that the unexpected presence and location of existing underground utilities and resulting conflicts with such utilities are ordinarily encountered and generally recognized as inherent in subsurface sewer and appurtenant work in areas that have been previously developed.

## ARTICLE 4 – BIDDER’S CERTIFICATION

### 4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “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;
  - 2. “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;
  - 3. “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; and
  - 4. “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.



**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**CITY OF GROSSE POINTE WOODS  
ROSLYN ROAD WATER MAIN AND RESURFACING  
AEW PROJECT NO. 0160-0464**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1.	_Reimbursed Permit Fees	2,500	Dir	\$ 1.00	\$ 2,500.00
2.	Mobilization, Max \$55,000	1	LS	55,000.00	55,000.00
3.	Tree, Rem, 19 inch to 36 inch	2	Ea	2,200.00	4,400.00
4.	Tree, Rem, 37 inch or Larger	1	Ea	3,500.00	3,500.00
5.	Tree, Rem, 6 inch to 18 inch	34	Ea	350.00	11,900.00
6.	Dr Structure, Abandon	1	Ea	350.00	350.00
7.	Dr Structure, Rem	24	Ea	650.00	15,600.00
8.	Sewer, Rem, Less than 24 inch	508	Ft	15.00	7,620.00
9.	Curb and Gutter, Rem	4,200	Ft	10.00	42,000.00
10.	Pavt, Rem	350	Syd	18.00	6,300.00
11.	Sidewalk, Rem	665	Syd	16.00	10,640.00
12.	Exploratory Investigation, Vertical	350	Ft	65.00	22,750.00
13.	_Driveway, Rem	1,120	Syd	17.00	19,040.00
14.	_Subgrade Undercutting, Modified	250	Cyd	55.00	13,750.00
15.	_Subgrade Undercutting, Special	125	Cyd	55.00	6,875.00
16.	Erosion Control, Inlet Protection, Fabric Drop	24	Ea	65.00	1,560.00
17.	Aggregate Base	250	Ton	50.00	12,500.00
18.	Aggregate Base, 6 inch	1,550	Syd	13.00	20,150.00
19.	Aggregate Base, 11 inch	600	Syd	20.00	12,000.00
20.	Aggregate Base, Conditioning	100	Syd	2.00	200.00
21.	Maintenance Gravel	600	Ton	10.00	6,000.00
22.	_Trenching, Modified	42	Sta	500.00	21,000.00
23.	Sewer, CI IV, 12 inch, Tr Det B	550	Ft	182.00	100,100.00
24.	_Post-TV Sewer Laterals	1	Ea	195.00	195.00
25.	_Pre-TV Sewer Laterals	65	Ea	195.00	12,675.00
26.	_Sanitary Lead Repair	7	Ea	750.00	5,250.00

CITY OF GROSSE POINTE WOODS  
 ROSLYN ROAD WATER MAIN AND RESURFACING  
 AEW PROJECT NO. 0160-0464

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
27.	_Sewer Bulkhead, 10 inch	1	Ea	250.00	250.00
28.	Dr Structure Cover, Adj, Case 1	12	Ea	800.00	9,600.00
29.	Dr Structure Cover, Adj, Case 2	1	Ea	750.00	750.00
30.	Dr Structure, 24 inch dia	12	Ea	3,200.00	38,400.00
31.	Dr Structure, 48 inch dia	12	Ea	4,500.00	54,000.00
32.	Dr Structure, Tap, 12 inch	12	Ea	550.00	6,600.00
33.	_ Catch Basin Cover, Restricted, GPW	24	Ea	600.00	14,400.00
34.	_ Combined Manhole Cover, GPW	12	Ea	600.00	7,200.00
35.	_ Dr Structure Trap, 12 inch	12	Ea	700.00	8,400.00
36.	_ External Structure Wrap, 18 inch	36	Ea	550.00	19,800.00
37.	Underdrain, Subgrade, 4 inch	480	Ft	18.00	8,640.00
38.	_ Pop-Up Emitter, Storm Drain, Residential	2	Ea	350.00	700.00
39.	Pavt, Cleaning	1	LS	500.00	500.00
40.	HMA Surface, Rem	2,000	Syd	3.50	7,000.00
41.	Hand Patching	400	Ton	225.00	90,000.00
42.	HMA, 4EML	25	Ton	119.45	2,986.25
43.	HMA, 5EML	1,250	Ton	123.85	154,812.50
44.	_ Cold Milling Pavt	3,300	Syd	3.75	12,375.00
45.	_ Cold Milling Pavt, Modified	5,700	Syd	4.17	23,769.00
46.	_ Geosynthetic Paving Fabric	9,000	Syd	4.17	37,530.00
47.	_ HMA, 4EML, Wedge Cse	240	Ton	190.00	45,600.00
48.	_ Curb and Gutter, Conc Base Cse	125	Cyd	416.00	52,000.00
49.	_ Driveway, Nonreinf Conc, 6 inch, Modified	1,050	Syd	57.00	59,850.00
50.	_ Driveway, Nonreinf Conc, 8 inch, Modified	70	Syd	68.00	4,760.00
51.	Driveway Opening, Conc, Det M	58	Ft	35.00	2,030.00
52.	_ Curb and Gutter, Conc, Det F2, Modified	4,200	Ft	25.00	105,000.00
53.	Detectable Warning Surface	80	Ft	90.00	7,200.00
54.	Curb Ramp Opening, Conc	96	Ft	65.00	6,240.00

CITY OF GROSSE POINTE WOODS  
 ROSLYN ROAD WATER MAIN AND RESURFACING  
 AEW PROJECT NO. 0160-0464

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
55.	Sidewalk, Conc, 4 inch	3,000	Sft	6.00	18,000.00
56.	Sidewalk, Conc, 6 inch	1,500	Sft	7.00	10,500.00
57.	Sidewalk, Conc, 8 inch	50	Sft	8.00	400.00
58.	Curb Ramp, Conc, 4 inch	850	Sft	26.00	22,100.00
59.	_Curb Ramp, Conc, 8 Inch	560	Sft	28.00	15,680.00
60.	_Traffic Control, Minor Street	1	LS	48,000.00	48,000.00
61.	_Proposed Trees	37	Ea	500.00	18,500.00
62.	Sodding	3,600	Syd	5.00	18,000.00
63.	Topsoil Surface, Furn, 3 inch	3,600	Syd	6.00	21,600.00
64.	Water, Sodding/Seeding	30	Unit	15.00	450.00
65.	_Staking First Row of Sod	4,000	Ft	2.00	8,000.00
66.	Gate Valve, 8 inch	2	Ea	5,000.00	10,000.00
67.	Gate Well, Abandon	1	Ea	150.00	150.00
68.	Gate Well, Rem	2	Ea	200.00	400.00
69.	Hydrant, Rem	6	Ea	550.00	3,300.00
70.	Water Main, 8 inch, Cut and Plug	1	Ea	550.00	550.00
71.	Water Main, DI, 8 inch, Tr Det G	1	Ft	280.00	280.00
72.	Water Serv	1	Ea	1,500.00	1,500.00
73.	Water Serv, Long	1	Ea	2,800.00	2,800.00
74.	Gate Well, 60 inch dia	2	Ea	5,000.00	10,000.00
75.	Water Shutoff, Adj, Case 2	1	Ea	250.00	250.00
76.	_Irrigation Pipe	2,800	Ft	6.50	18,200.00
77.	_Water Main, HDPE, DR 11, 8 inch, Pipe Burst	3,020	Ft	280.00	845,600.00
78.	_Fire Hydrant Assembly	6	Ea	11,500.00	69,000.00
79.	_Gate Well Cover, GPW	2	Ea	500.00	1,000.00
80.	_Sprinkler Head	280	Ea	95.00	26,600.00
81.	_Sprinkler Head, Adj	35	Ea	50.00	1,750.00
82.	_Water Main Connection, 8 inch	2	Ea	7,500.00	15,000.00
83.	_Water Serv, Modified	142	Ea	550.00	78,100.00

**CITY OF GROSSE POINTE WOODS  
 ROSLYN ROAD WATER MAIN AND RESURFACING  
 AEW PROJECT NO. 0160-0464**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
84.	_Water Serv, Special	1	Ea	8,800.00	8,800.00
85.	_Temporary Water Service	1	LS	55,000.00	55,000.00
86.	_Audio Visual Record of Construction Area	1	LS	870.00	870.00
87.	_Rubbish Pickup	1	LS	100.00	100.00
<b>Total of All Bid Prices:</b>				<b>\$ 2,524,727.75</b>	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor' 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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION - DAYS**

- 6.01 The Work will be substantially completed on or before September 30, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 15, 2024.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:  
None

**ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Pamar Enterprises, Inc.

By: *[Signature]*



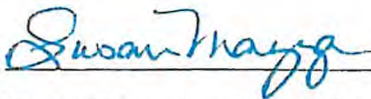
*[Printed name]* Rinaldo G. Acciavatti

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Title:

President

Attest: *[Signature]*



*[Printed name]*

Susan Mazza, Executive Assistant

Submittal Date:

7-7-23

Address for giving notices: 31604 Pamar Court, New Haven, Michigan 48048

Telephone Number:

(586) 749-8593

Fax Number:

(586) 749-8839

Contact Name and e-mail address:

Ron Acciavatti

ron@pamarenterprises.com

Bidder's License No.:

M.D.O.T. Contractor #2920,

State of Michigan Builder's A52405/2102122961

*(where applicable)*