

5/16/23

Attention: Debbie Pollart

Reference: Cary Drive Eucalyptus Tree and Bridge Removal

Subject: <u>Bid Proposal Rev 1</u>

McGuire and Hester proposes to furnish and install the work outlined in the breakdown dated 3/27/23 (attached) for the <u>time and materials estimated</u> price of \$227,500.

### **EXCLUSIONS**

- 1. Structural excavation or backfill.
- Subgrade or roadway repairs of existing road due to equipment. All necessary repairs will be done on T&M.
- Restoration work resulting from the activities of others.
- Repair of damaged underground utilities. All necessary repairs will be done on T&M.
- Installing, maintaining, backfilling or removal of bracing, shoring or underpinning.
- Dewatering of subsurface ground water or control of rain / surface water.
- 7. Import or export of soils.
- Relocation, protection and removal of existing utilities, sub-surface obstructions or debris. It is assumed that all proposed improvements are free of conflicts.
- Handling, removal or disposal of hazardous or contaminated substances.
- 10. Subgrade or trench stabilization by means of ripping, sub-excavation, fabric, chemical treatment, etc.

- SWPPP Plans, QSP/QSD services, BMP installation/maintenance/removal, inspection, sampling, monitoring, reporting and post construction BMP's.
- 12. Air, settlement, vibration, sound, or other monitoring and mitigation.
- Pre or post construction surveys (e.g. GPS, video, photographic, consultant, etc.).
   Biologist services, wildlife surveys, demarcations and/or relocations. Rodent eradication or pest control.
- 14. Archeologist cost and related delays.
- 15. Overtime, shift premiums or liquidated damages.
- 16. Bond premium. Bonds must be requested at execution of contract.
- 17. Survey and construction staking.
- 18. Testing and inspection.
- 19. Permits and fees.

#### **CLARIFCATIONS**

- Proposal includes 1 ea. move-in(s). Costs of additional move-ins may include additional equipment mobilizations and losses in production charges due to interruptions in operations.
- 2. Estimated Durations:

- o 3 days Mob/Install Cofferdams
- 3 days Cut, process, and off haul trees.
- o 6 days Remove Bridge.
- o 2 days Demobilize

Thank you for the opportunity to provide our proposal. If you have any questions, please feel free to call.

Sincerely,

McGuire & Hester

Matt Finley Area Manager

Attachment: Standard Terms and Conditions

Bid Price Breakdown

Estimate No.: 2300432-1

www.McGuireandHester.com



#### STANDARD TERMS AND CONDITIONS

- Price based on the award of the complete scope of work included herein.
- All other work not specifically included shall be considered excluded from this proposal.
- The inclusions, exclusions, and clarifications noted in this proposal shall be made a part of the contract and shall supersede any conflicting provisions.
- Lumpsum change orders to include 10% markup for project overhead and 15% markup for profit. Work performed on a T&M basis will be paid according to the latest M&H labor and equipment rate sheets.
- This proposal is valid for (30) days from the date of this proposal.
- Payments are due within 30 days of invoice. Late payments subject to 1½% monthly finance charge.
- Retention (5% max.) to be released within 35 days of M&H final billing.
- Retention monies withheld to be deposited in an escrow account with M&H as the beneficial owner.
- Project schedule to be mutually agreeable and will allow M&H to perform its work in an efficient sequence and manner. M&H to receive a copy of the baseline and subsequent schedule updates.
- Client to provided unobstructed access to all areas of work
- Work requested during or near inclement weather or wet jobsite conditions may result in additional costs.
- 12. On-site construction water to be provided by client.
  Hydrant meter and imported water costs by others.
- 13. Proposal based on a contract agreement that is mutually agreeable.
- 14. M&H carries the following insurance limits with admitted "A" rated insurance carriers:
  - a. \$2,000,000 General Liability
  - b. \$2,000,000 Auto Liability
  - c. \$1,000,000 Employers Liability (Workers Compensation)
  - d. \$5,000,000 Pollution Liability
  - e. \$25,000,000 Excess Liability coverage (attaches over General, Auto, & Employers Liability)

- f. \$10,000,000 Builders Risk/Installation coverage
- g. \$1,000,000 Earthquake and Flood (subject to specific exclusions)
- h. \$2,000,000 -Design/Build Professional Liability
- Additional costs apply for the following insurance enhancements: Railroad Protective Liability, Longshoreman/Harbor Workers, Federal Employers Liability Act, Job Specific Pollution Liability, or other.
- 16. OCIP / CCIP Policies including deductibles, are subject to M&H review and approval.
- 17. Any cancellation or modification of Owner or General Contractor procured Wrap Up (OCIP or CCIP) insurance will result in reimbursement to Contractor or Subcontractor tier to procure equivalent coverage. To the extent equivalent insurance is unavailable, or a gap in coverage does occur as a result of cancellation or modification, Owner or General Contractor shall reimburse contractor and/or subcontractor tier for all costs incurred for any and all claims.
- 18. This proposal includes and follows McGuire and Hester's Site Specific Covid-19 Response Protocol dated 5/6/2020. M&H's Site Safety Representative (SSR) is considered a senior member of the proposed crew. Third party Jobsite Safety Accountability Supervisor (JSAS), if required, is not included in this proposal. Overall site safety is the responsibility of the Owner, or General Contractor which includes providing adequate social distance space for M&H to productively and safely perform our work, and in accordance with CalOSHA and CDPH requirements.
- 19. Due to the current pandemic, or Force Majeure event (strikes, lockouts, terrorism, acts of God, COVID-19, or governmental restrictions on the work) there may be material, or manpower shortages, impacts to the work, or supply chain issues. McGuire and Hester will do our best to mitigate these issues, but will not be held liable for delays, or impacts to the project schedule and/or costs associated with such impacts.

05/16/2023 14:24

230432-1 SAN LEANDRO - CARY DR BRIDGE Rev 1
\*\*\* Matt Finley BID TOTALS

<b>Biditem</b>	<b>Description</b>	<b>Quantity</b>	<u>Units</u>	<b>Unit Price</b>	<b>Bid Total</b>
500	MOBILIZATION	1.000	LS	5,000.00	5,000.00
600	INSTALL/REMOVE COFFERDAM	1.000	LS	32,500.00	32,500.00
650	FABRIC AND CRANE PADS IN CREEK	1.000	LS	3,000.00	3,000.00
700	REMOVE/REPLACE TRAFFIC BARRIER ON HAA	1.000	LS	16,500.00	16,500.00
800	REMOVE/REPLACE CHAINLINK FENCE AND BA	1.000	LS	30,000.00	30,000.00
2000	REMOVE FALLEN EUCALYPTUS	1.000	LS	34,500.00	34,500.00
3000	REMOVE PEDESTRIAN BRIDGE	1.000	LS	92,000.00	92,000.00
4000	MISC REPAIRS AND CLEAN UP	1.000	LS	6,500.00	6,500.00
6000	RESTORE CREEK SLOPES	1.000	LS	7,500.00	7,500.00

Bid Total =====> \$227,500.00

City of San Leandro 14200 Chapman Road San Leandro, CA 94578

Attn.: Debbie Pollart, Director, Public Works

Subject: San Leandro Creek at Haas Ave – Tree and Bridge Removal

**Erosion and Sediment Control Plan** 

**Project:** The Project purpose is to removal a fallen Eucalyptus tree and subsequently destroyed 100-foot span pedestrian bridge that connects Haas Ave to Cary Drive. The Project site is located where Haas Ave dead ends at San Leandro Creek.

Project Description: Installation of upstream and downstream cofferdams, with a bypass system in place to bypass existing water flows. Currently there is very little flow, approximately .15 cubic feet per second. After the bypass is in place, BMPs, will be installed along with a fabric covering under the bridge to catch debris. At the end of Cary Drive, an excavator will be mobilized. The fallen trees will be pulled out of the creek, cut, loaded and off hauled from the Cary Drive side. The Haas Drive side with have the small limbs and brush removed, as well as the damaged portion of the guardrail. After removal of the trees, a portion of the Cary Drive chain link fence will be removed to provide access into the creek area to track the excavator down. From a position in the creek level with the damaged bridge, the excavator will selectively demolish and haul out the bridge in pieces up to Cary Drive. The tree removal has an expected duration of 3 days of work. Bridge removal is expected to be a 5 day duration. Both the tree and bridge sections will be placed on the asphalt pavement portion of Cary and demolished into smaller sections, loaded into trucks, and hauled away. After removal of the tree and bridge, the creek will be picked clean of any fallen debris, and the site BMP's will be removed.

**Impacts:** The project will impact the San Leandro Creek. The Project's impacts to waters of the State will occur within 50' upstream and downstream of the footprint of the fallen tree and bridge. The Project will not have new permanent impacts to waters of the State. Temporary construction impacts will occur between the edges of the Creek banks between Haas Ave and Cary Drive.

**Mitigation:** The Project will not have significant permanent or temporary impacts to waters of the State. Mitigation for temporary impacts to waters of the State associated with Project construction will consist of implementing appropriate best management practices (BMPs). To ensure compliance, the following conditions shall be implemented:

- 1. The work shall incorporate appropriate BMPs, including stabilizing exposed upland slopes, to control and minimize bank erosion, sediment input, and turbidity in San Leandro Creek.
- 2. Staging, maintenance, and storage of heavy machinery shall be conducted using appropriate BMPs and in locations that prevent the discharge of fuel, oil, or other petroleum products to waters of the State.
- 3. Temporary structures used to bridge over the creek channel shall consist of clean washed gravel, sandbags, and nonchemically treated wood, or other non-erodible materials, and shall be completely removed from the work area at Project completion.
- 4. The BMPs described above under Mitigation shall be implemented during Project construction.

Stormwater Pollution Prevention BMPs per California Association of Stormwater Quality Standards: The following BMP's will be utilized during construction:

1) EC-1 Scheduling

2) EC-2 Preservation of Existing Vegetation

3) SE-1 Silt Fence

4) SE-7 Street Sweeping and Vacuuming

5) SE-8 Sandbag Barrier

6) SE-10 Storm Drain Inlet Protection

7) WM3-Stockpile Management

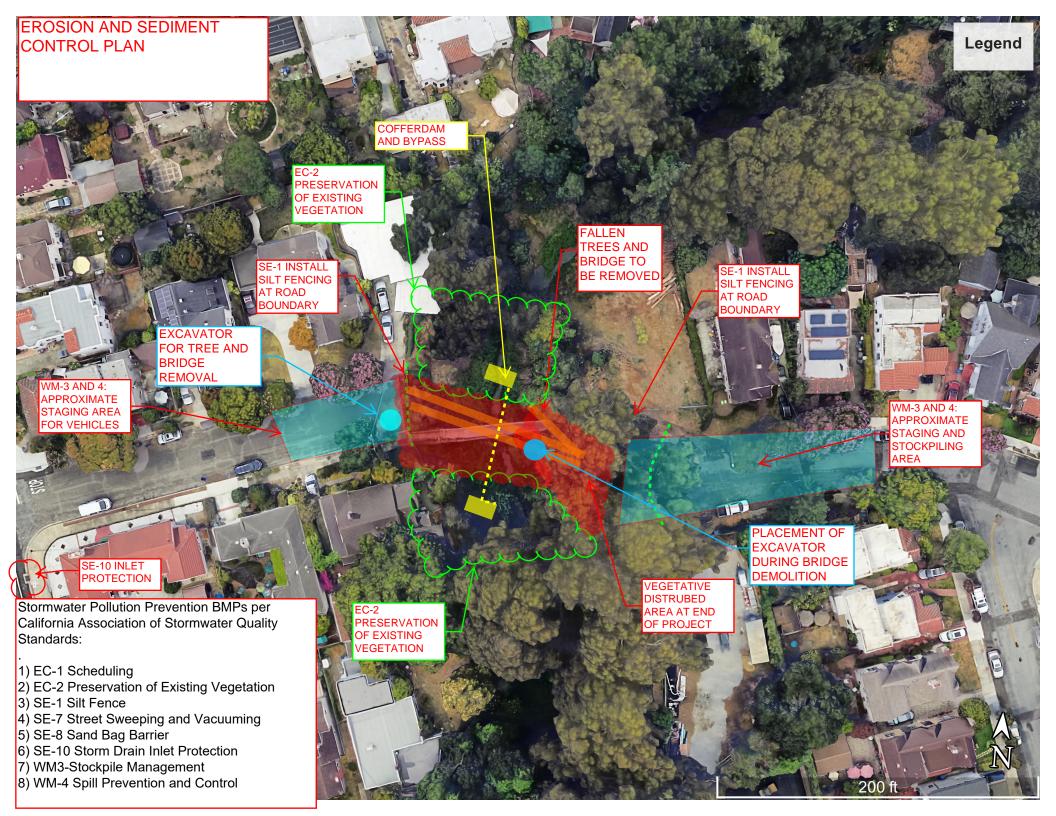
8) WM-4 Spill Prevention and Control

## **ATTACHMENT A**

Notice of Applicability for the Tree and Bridge Removal at the

Haas Ave
Pedestrian Bridge
City of San Leandro
Alameda County

**Erosion and Sediment Control Plan** 





# Extra Work Labor Rates: WITH MARKUP & PICKUP - Includes OH & P 7/1/2022 to 6/30/2023

Description		Reg. Time		x1.5		x2	
Labor General	\$	109.00	\$	141.00	\$	172.00	
Labor Foreman	\$	175.00	\$	222.00	\$	268.00	
OE Operator	\$	152.00	\$	198.00	\$	245.00	
OE Grade Checker	\$	146.00	\$	190.00	\$	234.00	
OE Finish Blade	\$	152.00	\$	199.00	\$	246.00	
OE Foreman	\$	221.00	\$	284.00	\$	347.00	
Teamster	\$	127.00	\$	164.00	\$	200.00	
Project Accountant	\$	170.00	\$	170.00	\$	170.00	
Project Engineer	\$	188.00	\$	188.00	\$	188.00	
Project Manager		309.00	\$	309.00	\$	309.00	
Project Superintendent	\$	314.00	\$	314.00	\$	314.00	

Above rates include an applicable markup. Do not add markup or surcharge.

Includes standard daytime shifts. Call for shift differential for night work, etc.

Mark Up not subject to reduction due to Prime Contract Formulas.

Union increases occur yearly on July 1st. Rates to be adjusted based on the actual increase.

2021-22 Std + PU



