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**Addendum # 1**  
**File # 19-0451**

**DECKER RD. (MSAS 178) REHABILITATION AND UTILITY RECONSTRUCTION**

This addendum serves to notify all bidders of the following changes to the solicitation documents:

**GENERAL CONDITIONS**

1. The pre-bid meeting sign-in sheet has been uploaded to the Bid Express solicitation.
2. **CORRECTION** on page 5 (Notice to Bidders) of the specification, the following web page address “ <https://www.epls.gov/> ” is incorrect. Please refer to the correct web address of “ <https://www.sam.gov/> ” to review vendors debarred by federal government agencies.
3. The Responsible Contractor Verification and Certification of Compliance form has been updated to include the new requirements regarding wage theft. The additional language added to Section 2 of the form is underlined below.  
**REPLACE** Section 2 with the following:

“The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;

(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;

(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;

(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;

(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or

(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;\*

(vii) has been convicted of a violation of section 609.52, subd 2 (19). “

4. **REMINDER** that the “Back Cover Page” of the proposal package must be complete, scanned, and uploaded to bid express to submit a complete bid.

## CONSTRUCTION STANDARDS

5. **REPLACE** entire section 1701 LAWS TO BE OBSERVED (PROMPT PAY AND RETAINAGE) with the following paragraphs:

### **1701 LAWS TO BE OBSERVED (PROMPT PAY AND RETAINAGE)**

SP2018-33: The provisions of MN/DOT 1701 are supplemented with the following:

### **Prompt payment of subcontractors is required by Minnesota Statutes §16A.1245.**

The Contractor must pay a subcontractor within ten days of receiving payment from the Department for undisputed work provided by that subcontractor. If the Contractor fails to pay a subcontractor on time, then the Contractor must pay interest, at the rate of 1.5% per month, to the subcontractor on the undisputed amount not paid on time. For an unpaid amount under \$100, the Contractor must pay the actual interest penalty (calculated at 1.5% per month). For an unpaid amount over \$100, the Contractor must pay the actual interest penalty (calculated at 1.5% per month) or \$10, whichever is greater.

Minnesota Statutes §16A.1245 also provides that a subcontractor who prevails in a civil action

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to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**Withholding of retainage is limited by Minnesota Statutes §337.10.**

The contractor may not withhold more than 5% in retainage from a subcontractor, as provided by Minnesota Statutes §337.10 subd. 4 (b). After 'Substantial Completion' has been issued by the Engineer, the contractor may not withhold more retainage from a subcontractor than is allowed per Minnesota Statutes 15.72 subdivision 2.

State law does not require retainage to be withheld.

**6. REPLACE** entire section 1906 PARTIAL PAYMENTS with the following paragraphs:

**1906 PARTIAL PAYMENTS**

Partial Payments shall be made in accordance with the provisions of MN/DOT 1906 and the following:

- A. Prior to Substantial Completion: The first sentence of Paragraph Three shall be amended to read as follows: "From the total of the amounts ascertained as payable, five percent (5%) will be deducted and retained by the City for the protection of its interests as hereinafter provided. The balance, less all previous payments, will be certified for payment." The City will withhold eight percent (8%) from out of state contractors unless a waiver has been granted from the State of Minnesota, Department of Revenue by submitting Form SDE, Exemption from Surety Deposits for Non-Minnesota Contractors.
- B. All provisions for partial payments shall apply to domestic materials only. No payments shall be made to the Contractor for materials manufactured outside of the United States until such materials have been delivered to the job site.
- C. After 'Substantial Completion', the City may withhold no more than: (1) 250 percent of the cost to correct or complete work known at the time of substantial completion; and (2) one percent of the value of the contract or \$500, whichever is greater, pending completion and submission of all final paperwork by the contractor or subcontractor.

**7. REPLACE** entire section 1908 FINAL PAYMENT with the following paragraphs:

**1908 FINAL PAYMENT**

Final Payment shall be made in accordance with the provisions of MN/DOT 1908 and the following:

- 1) The final estimate will show the balance due the Contractor after making all legal and specified forfeitures and deductions. This balance will then be paid by the City to the Contractor within thirty (30) days after such estimate is presented to and accepted by the Contractor or within forty-five (45) days after such estimate is presented to and not acted upon by the Contractor, less allowable retainage per Minnesota Statutes 15.72 subdivision 2. At such time, the paid final estimate shall be considered valid with no further compensation due the Contractor.
- 2) The City will withhold and retain up to the allowable retainage per Minnesota Statutes 15.72 subdivision 2 of the final estimate for a period of up to the date of Final Contract Acceptance (MN/DOT 1516.4).
- 3) Where the provisions of MN/DOT 2571.3.K Plant Establishment Period pertain to the contract, the City will withhold and retain an amount equal to the final value of planting bid items or one percent (1%) of the final estimate, whichever is greater, for a period of up to two calendar years after the initial planting operations are complete.
- 4) State Law provides that the final estimate will be made within 90 days after completion of all work required under this Contract. If, however, the total value of the Contract exceeds \$2,000,000.00, the 90-day requirement will not apply and the time allowed for making such final estimate shall be 180 days after the work under this Contract has been, in all things, completed to the satisfaction of the Commissioner
- 5) If this Contract contains a "Disadvantage Business Enterprise or Targeted Group Business" goal, the following requirement shall apply:

"Before final payment is made, the Contractor shall also complete an affidavit showing the total dollar amounts of work performed by disadvantaged business enterprise (DBE) and targeted group business (TGB) and/or veteran-owned small business."

## SPECIAL PROVISIONS

### 8. **APPEND** Special Provision SP-11 with the following additional information:

In addition to the traffic control measures shown in the traffic control drawings, additional traffic controls will be required to accommodate establishing temporary sewer flow. This temporary flow will be required to construct the sanitary sewer near the intersection of Decker Road.

The Contractor shall submit a traffic control plan detailing the proposed traffic control measures proposed to accommodate the temporary flow system. This shall include work only within the existing sewer easement unless otherwise approved in writing by the private property owner (Miller Hill Mall), WLSSD, and City. This traffic control plan shall be submitted at the preconstruction meeting and must be approved by WLSSD and City prior to starting work.

Any additional traffic controls, including those required for establishing temporary flow system, are incidental to the overall traffic control bid item.

### 9. **REPLACE** a portion of paragraph "SP-39.2503.2 CONSTRUCTION" with the

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following anticipated flow information:

Anticipated Flows:

Average Daily Flow of 1.5 MGD

Peak Flow of 1.8 MGD

Wet Weather Flow of 4.3 MGD

10. **ADD** the following paragraph as Special Provision SP-43.1.4:

4. During Phase 2 the Contractor must shut down the water main on Providence Road, which will impact customers while the final connection to the new water main on Decker Road is being constructed. The shutdown duration while the Contractor performs the final connections shall be limited to 8 hours.

11. **ADD** the following paragraph as Special Provision SP-43.1.5:

5. During Phase 2 the Contractor must shut down the water main on Peace Road, which will impact customers while the final connection to the new water main on Decker Road is being constructed. The shutdown duration while the Contractor performs the final connections shall be limited to 8 hours.

12. **REPLACE** Special Provision paragraph SP-43.2.1 and SP-43.2.2 with the following:

1. During Phase 1A temporary water will need to be provided to 1 ¼" potable water service at 1700-1710 Mall Drive and the 1 ¼" potable water service at 2204-2232 Mountain Shadow Drive (Village Mall) when water main is being constructed between stations and 68+50 and 76+06. The Contractor shall establish an at grade temporary water system with a 2" HDPE pipe that shall be connected to City hydrant H024095 located on the east side of Decker Road just north of the project limits.
2. During Phase 1A temporary water will need to be provided to 1709 Mall Drive and 1717 Mall Drive when water main is being constructed between stations 74+00 and 77+39. The Contractor shall establish a 1" at grade temporary service to feed these jointly connected services from the 2" temporary main.

13. Information within SP-43.3 was omitted from the original publication, **REPLACE** Special Provision SP-43.3 with the following:

**SP-43.3 SEQUENCE OF CONSTRUCTION**

The following is a sequence of water main construction developed by the Engineer, the descriptions are intended to be general and may not detail every step. Significant variations

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from this sequence must be approved by the Engineer.

1. Coordinate water shutdown schedule and notifications with the City of Duluth a minimum of 48 hours in advance for 1700-1710 Mall Drive, 2204-2232 Mountain Shadow Drive (Village Mall), 1709 Mall Drive, and 1717 Mall Drive.
2. Establish the temporary water services described in SP-43.2.1 and SP-43.2.2.
3. City of Duluth to close water valves W11095, W09807, and W08783 at the scheduled time.
4. During the shutdown, perform the work described in SP-43.1.1.
5. Remove existing water main from 74+00 to 74+30.
6. Fabricate, test, and disinfect new water main segment from station 74+00 to 76+06 including the new 12" gate valve above grade.
7. Coordinate water shutdown schedule and notifications described in SP-43.1.2 with the City of Duluth and the Miller Hill Mall.
8. City of Duluth to close water valve W24093, service valves W47613 and W46067, plus the necessary valves in the Miller Hill Mall Meter vault or within the Miller Hill Mall's Private water system.
9. Perform the water main shutdown and work described in SP-43.1.2, including reconnection of Miller Hill Mall's services.
10. City of Duluth to open valve W09807 and energize the new main.
11. Perform visual inspection of final connections for leaks.
12. Coordinate with the Miller Hill Mall when opening the new service valves and any other valves used during the isolation process.
13. Remove existing water main from station 76+06 to station 77+39.
14. Install water main from station 76+06 to station 77+39.
15. City of Duluth to open existing water valve W24093.
16. Contractor may use new hydrant for flushing, then open new valve at station 76+06.
17. Install new services to 1709 and 1717 Mall Drive and remove temporary water services.
18. Remove water main from station 73+20 approximately to 68+85.
19. Install water main from station 73+20 to 68+50.
20. Coordinate with the City of Duluth and Schniederman's to perform the shutdown described in SP-43.1.3 and install the water main from station 67+81 to 68+50.
21. Install new services to 1700-1710 Mall Drive and 2204-2232 Mountain Shadow Drive (Village Mall).
22. Activate the new water main by opening the new valve at Station 73+30, Contractor may choose to use the new hydrant south of Schniederman's Driveway for flushing.
23. Reconnect the water services for 1700-1710 Mall Drive and 2204-2232 Mountain Shadow Drive, then remove the temporary water system.
24. Between stations 30+15 and 67+81 install 8 segments of water main in lengths depicted on the plans, reconnecting and installing new water services after water main segments are activated as work progresses in a southerly direction towards Anderson Road.
25. Once all services are removed from the existing main, close valve W16237 and abandon the existing main. (Abandonment can also be performed in segments at the Contractors discretion)
26. City of Duluth to close valves W16235, W22391, and W06879 to shutdown water in the Anderson Road intersection.

27. Install pre-tested and disinfected water main in the intersection of Decker Road and Anderson Road.
28. City of Duluth to open valves W16235 and W22391.
29. Install new water main between stations 22+45 and 28+06.
30. Install new and reconnect water services to the new main.
31. Install new water main between stations 18+10 and 22+45.
32. Install new and reconnect water services to the new main.
33. Install new water main between stations 13+06 and 18+10.
34. Install new and reconnect water services to the new main.
35. Coordinate water shutdown schedule and notifications with the City of Duluth a minimum of 48 hours in advance for Providence Road
36. City of Duluth to close water valves W11405 and W11407.
37. Connect to Providence Road Water Main
38. City of Duluth to open water valve W11407.
39. Install new water main between stations 8+06 and 13+06.
40. Install new and reconnect water services to the new main.
41. Coordinate water shutdown schedule and notifications with the City of Duluth a minimum of 48 hours in advance for Peace Road
42. City of Duluth to close water valves W11409 and W11411.
43. Connect to Peace Road Water Main.
44. City of Duluth to open valve W11411.
45. Install new water main between stations 3+06 and 8+06.
46. Install new and reconnect water services to the new main.
47. Establish the temporary water services described in SP-43.2.3. Contractor shall coordinate with the City to issue shutdown notifications 48 hours in advance.
48. Coordinate water shutdown schedule and notifications with the City of Duluth a minimum of 48 hours in advance for Leonard Road connection.
49. City of Duluth to close water valves W09971 and W06233, all of the existing water main in Decker Road is isolated now.
50. Connect to Leonard Road Water Main.
51. City of Duluth to open valve W09971.
52. Remove existing water main from station 0+45 to 3+47.
53. Abandon existing water main north of station 3+47.
54. Install new water main between station 0+45 and 3+06.
55. Install new and reconnect water services to the new main.
56. City of Duluth to open valve W06233.
57. Remove temporary water system described in SP-43.2.3.
58. Confirm all new water main valves installed are open and visually inspect final connection for leaks.

**14. REPLACE** Special Provision paragraph SP-54 (2575) TURF ESTABLISHMENT with the following:

#### **SP-54 (2575) TURF ESTABLISHMENT**

Turf establishment methods shall be preparing topsoil, seeding, fertilizing, and applying hydraulic type bonded fiber matrix to cover all disturbed turf areas in accordance with the provisions of Mn/DOT 2575 ESTABLISHING VEGSTATION AND CONTROLLING EROSION and the City of Duluth, Minnesota Public Works & Utilities Department – Engineering Division Standard Construction Specifications 2019 Edition with any Amendments, except as modified below:

Turf establishment shall include removal and disposal of the top 4" layer of soil when excess soil or insufficient quality of top soil exists. Further included shall then be the provision of, placement, and shaping of a 4" salvaged topsoil, or importing topsoil layer if onsite topsoil quantities or quantity is insufficient as determined by the engineer.

Payment for **2575.505 SEEDING** shall include removal and disposal of excess and/or unsuitable top soil materials, salvaging or providing topsoil borrow material, placing 4 inches of topsoil, shaping or otherwise preparing the ground for turf restoration, and seeding in disturbed areas shall be paid by the acre of restored area.

#### **SPECIAL PROVISION APPENDIX**

15. **ADD** the exhibit attached to the end of this addendum titled "WLSSD INTERCEPTOR BYPASSING DECKER ROAD" to the Special Provisions Appendix section as "Appendix E".

#### **PLANS**

There are no changes to the plan documents.

Please acknowledge receipt of this Addendum by checking the acknowledgment box within the [www.bidexpress.com](http://www.bidexpress.com) solicitation.

Posted: August 2, 2019

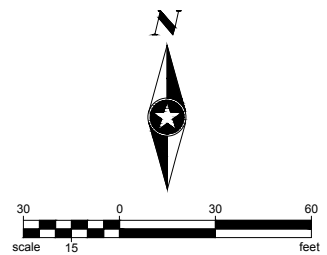
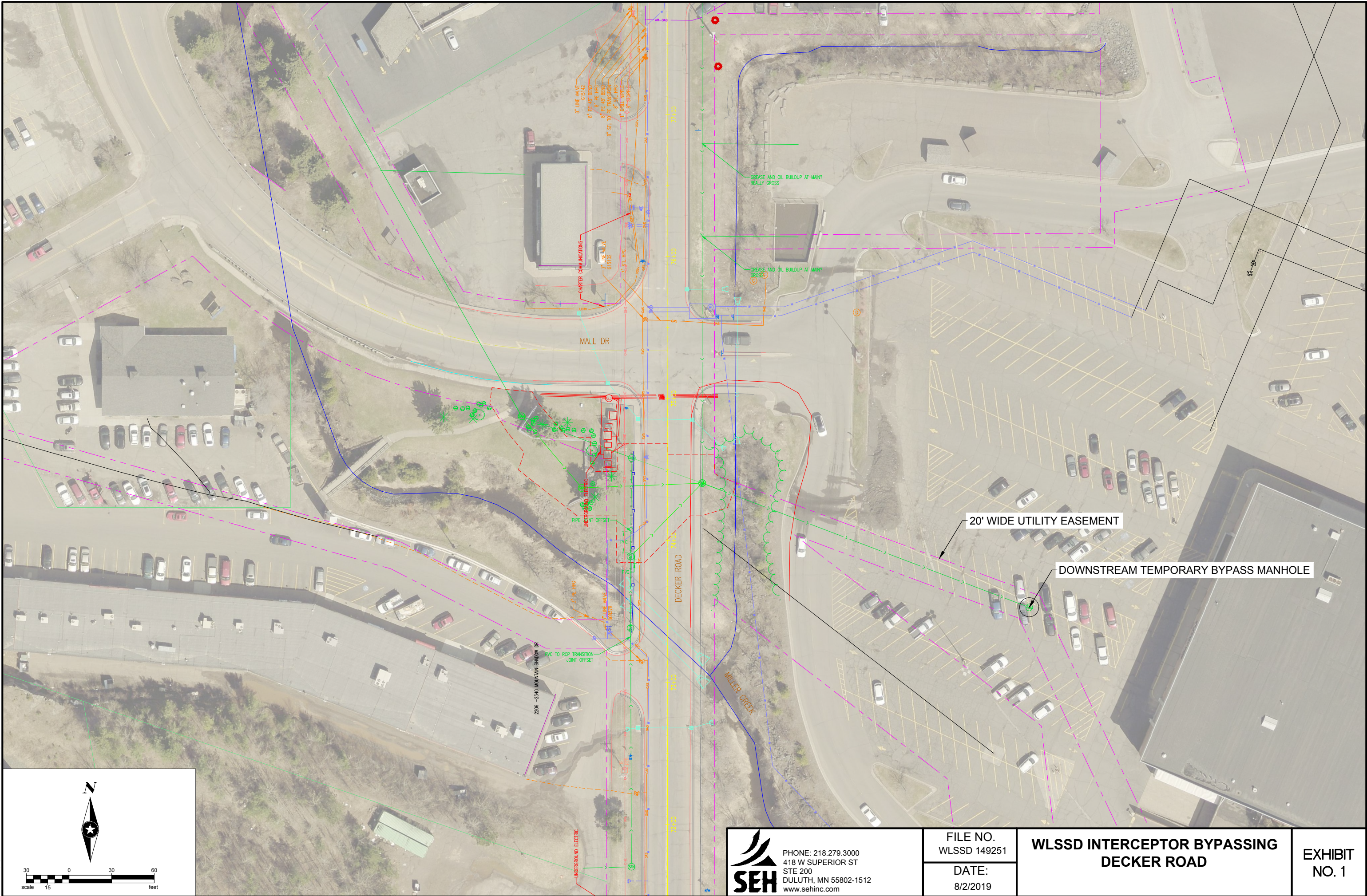


## APPENDIX E

Exhibit 1: WLSSD Interceptor Bypassing Decker Road



Save: --- lyngsfal Plot: 8/2/2019 9:40 AM Drawing2.dwg



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FILE NO.  
WLSSD 149251  
DATE:  
8/2/2019

**WLSSD INTERCEPTOR BYPASSING  
DECKER ROAD**

**EXHIBIT  
NO. 1**