



Purchasing Division
Finance Department
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Addendum # 1
Solicitation # 24-99896
Project 2215
Lead Water Service Replacement – Central Hillside

NOTICE

This Addendum is issued to modify, explain or correct the original drawings, specifications and/or previous addenda and is hereby made a part of the Contract Documents.

CHANGES TO DRAWINGS

1. The following note is hereby added to the SEQ notes on Page Q1 and applies to all bid items designated with a (P), namely bid item line numbers 4, 5, 7, 8, 9, 39, 40, 43 & 44.

SEQ Note 10) Bid items with a (P) designation will be paid for according to the plan quantity for each individual site. Quantities exceeding those designated for any Site will not be measured for payment, nor will the City provide compensation for such overruns. When no work is performed at a Site under a provided pay item, no payment for that item at that site shall be made. Refer to SP-16.

CHANGES TO SPECIAL PROVISIONS

1. Delete **SP-14.1.1** in its entirety and replace with the following:
 2. Construction operations shall be started on or before April 14, **2025** or within ten (10) calendar days after the date of Notice to Proceed, whichever is later. If spring load restrictions have not been removed by the specified contract start date, the contract start date shall be adjusted to the date spring load restrictions are removed. In such circumstances, the intermediate, substantial, and final completion dates specified herein shall therefor be extended by the number of Working Days corresponding to the difference between the date spring load restrictions are removed and the specified contract start date. Such adjustments to Contract Time shall be considered Excusable, Non-Compensable Delays.
2. Delete **SP-14.1.2** in its entirety and replace with the following:
 2. Intermediate Completion Date #1: no less than 40% of the services identified for replacement under this Contract at the time of bidding shall be substantially

complete (including final paving and surfacing to re-open affected streets and sidewalks to permanent traffic) by July 18th, **2025**.

3. Delete **SP-35.2** in its entirety and replace with the following:

Potholes shall be positioned to identify the service pipe a minimum of 4' from the curb stop to avoid copper "tail pieces" that may have been installed with previous curb stop replacements. The City does not locate private utilities. The contractor should attempt to locate private water services with electronic locating equipment to accurately plan pothole locations. Excavation shall minimize surface impacts yet be large enough to allow for thorough inspection of the water service to confirm the material type. Vacuum excavation may be employed for this purpose. Restoration of turf areas shall be considered included for payment under this item and shall consist of topsoil and sod unless otherwise approved by the Engineer. Where pothole excavation occurs in paved areas, restoration will be paid at the unit bid price for the appropriate "Remove and Replace Street Section" restoration type pay item.

4. **SP-50.2** is hereby amended as follows:

If water service installation is accomplished by the trenchless bursting of the sanitary sewer service method, The replaced sanitary service pipe shall be HDPE **SDR 17 or SDR 21** colored solid black and shall be produced from resins meeting the requirements of ASTM D1248, designation PE3408, ASTM D3350 cell classification PE345444C, and will meet the requirements of AWWA C901 and C906.

RESPONSES TO SELECTED BIDDER QUESTIONS

1. **Question:** If water service installation is accomplished by the trenchless bursting of the sanitary sewer service method and the sanitary main is outside of the maximum pay limit as defined by the pay limit detail, will the addition restoration for excavation at the sanitary sewer main be paid for?
Response: Yes, in this situation restoration beyond the maximum extent in the pay limit detail will be measured with a maximum pay width of 8'.
2. **Question:** If water service installation is accomplished by the trenchless bursting of the sanitary sewer service method, what size HDPE pipe and SDR classification will be required?
Response: See SP-50 and the #4 of the above "Changes to Special Provisions" section of this Addendum.

SUPPLEMENTAL INFORMATION

The following information is hereby provided for the Contractor's consideration:

1. Example Property Owner Agreement.
2. Pre-bid meeting sign-in sheet.

Please acknowledge receipt of this Addendum by including a copy of it with your proposal.

Posted: **12/23/2024**

END OF ADDENDUM



LEAD WATER SERVICE REPLACEMENT AGREEMENT



I, [redacted], am (the owner)(one of the owners) of the structure and property located at _____ in Duluth, Minnesota (the "Property"). I have authority to enter into this Agreement on behalf of the property and all other persons or entities having an interest in the Property. I understand that the water service line which I own, and which provides water to the Property including into the structure is made of lead or galvanized iron which can be affected by upstream lead pipes (the "lead service line") and is potentially hazardous to my health and that of other persons on the Property. The City of Duluth (the "City") intends to hire a contractor to replace my lead service line from the City water main to the water meter including within the structure (the "Work") at no cost to me, subject to the following terms and conditions to which I hereby agree:

- 1. Method of work. The City will perform the Work by either the trenchless installation method or "open cut" method. The City will determine which method based on its evaluation of the property and the service. If the City chooses the open cut method, the Work will require excavation, trenches, and soil stock piles on the Property.
2. Timing of Work. The timing of when the Work at the Property will be done is not set. The Work is dependent on funding, availability of contractors, and other factors. The Work may be done this year, but might not be done for several years. Once the schedule is determined, the City will contact you prior to initiating the Work.
3. Preferred contact information. In order to contact you about scheduling and other matters related to this Agreement, the City needs your best contact information. I can best be contacted at:

Name: [redacted]
Phone number: [redacted]
Email: [redacted]
Preferred mailing address: [redacted]

- 4. Authorization for City to enter Property outside the structure. I authorize the City, its employees, and contractors to enter onto the property, except the structure, at any time between 7:00 A.M. and 8:00 P.M. Monday through Friday to perform the Work outside of the structure. Outside work will consist of replacing the buried waterline connecting the structure to the water main in the street, including excavating as necessary.

5. Authorization for City to enter structure. I authorize the City, its employees, and contractors to enter and access the structure on the property to perform Work that needs to be done in the structure, upon the City or its contractors giving me 24 hours advance notice of their desire to enter the structure on a certain date between specified hours. To ensure notice is received, I will provide the City with my preferred contact information in paragraph 4, below. If I cannot provide access at the time specified, I agree to confer with the City and its contractors to find a mutually agreeable time for the Work to be performed in the structure.
6. Provision of access to the structure. I agree to be present to provide access to the structure on the dates and at the times specified in the notice described in paragraph 3. If I am not available to provide access, I will authorize another person to provide such access to the City, its employees, and contractors.
7. Duty to inform tenants. I understand I have a duty to properly inform all tenants of the Property about the Work, specifically providing prior notice to all tenants of the dates and times such Work is to be performed.
8. Supervision of children and pets. I understand that if there are children under the age of 18 present on the Property during the Work, I must ensure there is a responsible adult present on the property at all times Work is being completed. I also understand that if there are any pets present on the Property that I must ensure those pets are physically controlled outside of the exterior or interior workspaces.
9. Damage and repair to property outside the structure. I understand that the Work may result in damage to or destruction of turf, paved surfaces, landscaping, plants, and trees in the vicinity of any excavation. The City will restore damage done to sidewalks and retaining walls materially damaged by the Work. The City will require its contractors to seed with grass ground surfaces materially damaged by the Work. The City is not responsible for restoring damage caused by the work outside the structure to any condition other than stated in this paragraph.
10. Decks and outside buildings. If the City determines the Work may impact a deck, carport, or other outside building, the City will consult with you prior to undertaking any Work that may have an impact.
11. Damage and repair to the structure. I understand that the Work may result in damage to the structure. The City will require its contractors to repair or restore any damage to the underlying foundation wall and the basement floor of the structure. However, neither the contractor nor the City shall be responsible to repair, restore, or replace any damage to any other interior improvements to the structure, including but not limited to wall coverings, floor coverings, paint, furniture, and fixtures on the property. I understand and agree that the cost of any needed or desired repair, restoration, or replacement of such interior improvements are solely my responsibility.
12. Limits of plumbing work and responsibility to provide access to plumbing. I understand that the plumbing Work by City's contractors will occur on the street side up to the water

meter. I also understand and agree that any work needed on the structure side downstream of the water meter is my responsibility.

13. Responsibility to provide access to plumbing. If plumbing on the public side of the meter is not accessible to the City's contractors because of obstructions such as walls, cabinetry, furnishings, or other fixtures, I understand it is my responsibility to make such plumbing accessible by removing these obstructions. I further understand and agree that the City is not responsible for the repair, reinstallation, or replacement of such obstructions or the cost of repair, reinstallation, or replacement.

14. Acknowledgement of limits of repair. The City has informed me that the City will pay the costs of having the Work done as described above and that I will pay the costs of work not paid by the City as described in Paragraphs 7, 8, 9, and 10 above.

15. Flushing of lines. After installation of the new service line, I agree to follow flushing instructions provided by the City to remove any remaining particles of lead and/or debris.

16. Maintenance after Work completed. I understand that, after the work is completed, maintenance of the service line from the water main to the property and any interior plumbing or backflow device, if previously installed, remain my responsibility.

17. City and contractor liability limits. The City will require its contractors to be responsible for acts or omissions by the contractor which cause damage to my property beyond damage outlined in this agreement; both the City's and the contractor's liability shall be limited by the limitations contained in Minnesota Statutes Section 541.051.

18. City representations. The City makes no representations regarding the monetary value of the Work or how that value may be characterized.

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND AGREE TO ITS TERMS.



Owner Signature



Printed Name

Date



City Signature

Jonathan J Maruska
Engineering Specialist

Printed Name and Title

12/20/2024

Date



Engineering

218-730-5200

Room 240
411 West First Street
Duluth, Minnesota 55802

2215 – LSLR CENTRAL HILLSIDE 1

Pre-Bid Conference 12/19/2024

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